



BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON NOVEMBER 26, 2024, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

This meeting was called to order at 9:00 AM.

B. ROLL CALL

Present: Judge L.M. "Matt" Sebesta Jr.
Commissioner Donald "Dude" Payne
Commissioner Ryan Cade
Commissioner Stacy L. Adams
Commissioner David R. Linder
County Clerk Joyce Hudman

C. INVOCATION & PLEDGE OF ALLEGIANCE BY JUDGE SEBESTA

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session - November 12, 2024 9:00 AM

RESULT: APPROVED
MOVER: Ryan Cade
SECONDER: David R. Linder
AYES: Judge Sebesta Jr., Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

D.2. Commissioners Court Special Session - November 19, 2024 9:00 AM

RESULT: APPROVED
MOVER: Ryan Cade
SECONDER: David R. Linder
AYES: Judge Sebesta Jr., Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

E. PUBLIC APPEARANCES

To accommodate all members of the public and ensure full public input, members of the public may address the Court concerning any item before the Court prior to the Court’s consideration of the item and/or any other matter of concern. Pursuant to Commissioners Court Order 7.C.1, dated January 28, 2020, a member of the public may address the Court for a total period of time not to exceed five (5) minutes. A member of the public who addresses the Court through a translator may address the Court for a total period of time not to exceed ten (10) minutes. If a member of the public inquires about a subject for which there is not an item on the meeting agenda or for which notice has not been given pursuant to Texas Government Code chapter 551, the Court may furnish specific factual information or recite existing policy in response to the inquiry. However, any deliberation or decision about the subject of the inquiry must be limited to a proposal to place such subject on the agenda for a subsequent meeting .

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

RESULT:	PASSED THE CONSENT AGENDA
MOVER:	Stacy L. Adams
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

County Judge

H.1. Appointments to the Transportation Policy Council and Transportation Advisory Committee - 2025

H.2. Opioid Settlement

H.3. American Rescue Plan Act (ARPA) Subrecipient Agreement with City of Sandy Point

Sheriff’s Office

H.4. Application for FY 2024 Edward Byrne Justice Assistance Grant (“JAG”) Program

H.5. Memorandum of Understanding (MOU) for access to the Harris County Sheriff’s Office Automated Fingerprint Identification System (AFIS)

Tax Assessor - Collector

H.6. Monthly Collections Report for October 2024

H.7. Account Number: 6067-1807-000 Resale Meeting of: August 27, 2024

Airport

- H.8. Airport Lease Agreement - Restaurant
- H.9. Out of State Travel

Auditor

- H.10. Payment of Bills
- H.11. FY 2025: Funding for Use of Military Vehicles
- H.12. Auditor's Monthly Report
- H.13. American Rescue Plan Act (ARPA) Lost Revenue Funding for Brazoria County Sheriff's Office - CAD RMS

CDBG/HUD/Welfare Department

- H.14. Resolution Authorizing Local Match Funding for the Community Development Block Grant Disaster Recovery (CDBG-DR) 2016 Flood Projects

Engineer

- H.15. Interlocal Agreement with the City of Brookside Village No. IS25-0006
- H.16. Interlocal Agreement with the City of Lake Jackson No. IS25-0014
- H.17. Interlocal Agreement with the City of Brazoria No. IS25-0013
- H.18. CR 59 Phase III - Kirby Drive to CR 48 - Construction Advance Funding Agreement Amendment 2 (Precinct 4)
- H.19. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns
- H.20. Conditional Acceptance of Roads - Kirby Drive Street Dedication No. 2- Kirby Drive Bridge - Abstract No. 563 (Precinct 4)

Purchasing Department

- H.21. Renew ITB #21-15 Aftermarket Auto Parts and Supplies
- H.22. Renew RFP #23-24 Library Books and Miscellaneous Orders
- H.23. Advertise Bids for Right Turn Lane at FM 523 and CR 792
- H.24. Professional Service Agreement with Texas Conservation Partners
- H.25. Advertise Bids for Scrap Metal Disposition
- H.26. Amend Court Order I.17 Dated October 22, 2024 Advertise Request for Proposal - Appraisal Services for CDBG

H.27. Amendment No. 3 for RFP #17-41 Post 65 Portion of Employee Medical, Prescription, and Dental Plan

H.28. Memorandum of Understanding for Construction of the Quintana Beach County Park Office Building

Commissioner Adams moved to discuss item H.28, but not for a separate action.

I. DISCUSSION

Purchasing Department

I.1. Advertise Utilizing a Two-Step Process for Medical Services - Juvenile Justice Alternative Education Program and the Sheriff’s Office Detention Center

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Department Heads

J. CLOSED MEETING

The Commissioners Court will conduct a closed meeting under the following section or sections of V.T.C.A. Government Code, Chapter 551, subchapter D.; (After which the Court will reconvene in open session and may take any action deemed necessary based on discussion in closed meeting).

At 9:06 a.m. Commissioners Court entered into Closed Session.

At 9:42 a.m. Commissioners Court was again in open session with all members present. As no further matters were to be had, Judge Sebesta adjourned this Special Session of Commissioners Court at 9:42 a.m.

Texas Govt Code 551.071

Consultation with attorney in respect to pending or contemplated litigation, settlement offers, and matters where duty of public body's counsel to client, pursuant to code of professional responsibility of the State Bar of Texas, clearly conflicts with this chapter.

J.1. Discuss Potential Litigation

No action taken at this time

J.2. Cause No. 125921-CV Pulice Construction v. Brazoria County

No action taken at this time

J.3. Consultation with Attorney - Keep Brazoria County Beautiful

No action taken at this time

Texas Govt Code 551.087

Discussion or deliberation regarding Economic Development Negotiations

J.4. Discussion of Chapter 381 Economic Development Agreement

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. ADJOURN

As no further matters were to be had, Commissioners Court adjourned this Special Session at 9:42 AM.

JOYCE HUDMAN, COUNTY CLERK
BRAZORIA COUNTY
EX-OFFICIO MEMBER COMMISSIONERS COURT

Joyce Hudman



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1.

11/26/2024

Commissioners Court Regular Session - November 12, 2024 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.2.

11/26/2024

Commissioners Court Special Session - November 19, 2024 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1.

11/26/2024

Appointments to the Transportation Policy Council and Transportation Advisory Committee - 2025

Approve Appointments to the Transportation Policy Council (TPC) and Transportation Advisory Committee (TAC) - 2025.

Further, that the County Judge be authorized to sign attached appointments on behalf of Brazoria County.



Annual Appointments to the Transportation Policy Council for January 2025-December 2025

Primary Voting Member:

Name: _____
Title: _____
Organization: _____
Mailing Address: _____
Phone: _____
Email Address: _____
Term Expires: _____

Alternate Voting Member:

Name: _____
Title: _____
Organization: _____
Mailing Address: _____
Phone: _____
Email Address: _____
Term Expires: _____

Appointing Official:

Signature: _____

Printed Name: _____

Title: _____

Signature Date: _____

Please return completed form by Friday, December 27, 2024

RETURN TO: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516



Annual Appointments for the Transportation Advisory Committee February 2025 – January 2026

Primary Voting Member:

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____

Alternate Voting Member:

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____

Appointing
Official: Signature: _____

Printed Name: _____

Title: _____

Signature Date: _____

Please return completed form no later than Friday, December 27, 2024

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516



Annual Appointments to the Transportation Policy Council for January 2025-December 2025

Primary Voting Member:

Name: Matt Hanks
Title: County Engineer
Organization: Brazoria County Engineer's Office
Mailing Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: matth@brazoriacountytx.gov
Term Expires: December 2025

Alternate Voting Member:

Name: David Linder
Title: Commissioner Precinct 4
Organization: Brazoria County Commissioner Precinct 4 Office
Mailing Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: davidl@brazoriacountytx.gov
Term Expires: December 2025

Appointing Official:
Signature:

Printed Name: L.M. "Matt" Sebesta, Jr.

Title: Brazoria County Judge

Signature Date: November 26, 2024

Please return completed form by Friday, December 27, 2024

RETURN TO: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516



Annual Appointments for the Transportation Advisory Committee February 2025 – January 2026

Primary Voting Member:

Name: Wael Tabara
Job Title: Assistant County Engineer
Organization: Brazoria County Engineer's Office
Mailing
Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: waelt@brazoriacountytx.gov

Alternate Voting Member:

Name: Karen McKinnon
Job Title: Assistant County Engineer
Organization: Brazoria County Engineer's Office
Mailing
Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: karenm@brazoriacountytx.gov

Appointing
Official: Signature:

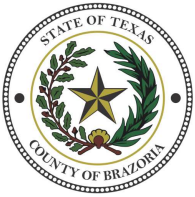
Printed Name: L.M. "Matt" Sebesta, Jr.

Title: Brazoria County Judge

Signature Date: November 26, 2024

Please return completed form no later than Friday, December 27, 2024

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.2.

11/26/2024

Opioid Settlement

The Court previously approved a Resolution in support of the adoption and approval of the Opioid Settlement Texas Term Sheet and allocation method.

The Court hereby authorizes the County Judge to sign the Kroger Texas Settlement Agreement and any and all documents relating to the opioid settlement proceeds after review by the District Attorney's Office.

Further, a certified copy of the Order be sent to the District Attorney's Office.

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision: Brazoria County	Texas
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 East Locust, Suite 401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit ATEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Brazoria County	Texas
Authorized Official:	County Judge L.M. "Matt" Sebesta, Jr.	
Address 1:	237 East Locust, Suite 401	
Address 2:		
City, State, Zip:	Angleton, Texas 77515	
Phone:	979-864-1200	
Email:	laceyp@brazoriacountytx.gov	

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2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger's counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

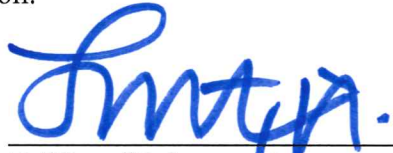
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.

12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.



Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: Brazoria County Judge

Date: 11-26-2024



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.3.

11/26/2024

American Rescue Plan Act (ARPA) Subrecipient Agreement with City of Sandy Point

Authorize the County to enter into an American Rescue Plan Act (ARPA) Subrecipient Agreement with the City of Sandy Point wherein the City's ARPA funds will be transferred to the County for use in accordance with ARPA requirements.

County Judge is hereby authorized to sign an agreement and any other documents necessary to complete the transfer of the ARPA funds to the County upon final review by the District Attorney's Office.

Further Ordered that a copy of this Order be delivered to the Auditor's Office.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4.

11/26/2024

Application for FY 2024 Edward Byrne Justice Assistance Grant ("JAG") Program

The Court authorizes the Brazoria County Sheriff's Office to apply for the fiscal year Edward Byrne Justice Assistance Grant. A copy of this grant shall be available for public review in the office of County Judge through December 27, 2024. Additionally, the Court authorizes the County Judge and or the Sheriff to sign all documents to effectuate application or receipt of this grant.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)

Program—Local Solicitation

Assistance Listing Number 16.738

Grants.gov Opportunity Number: O-BJA-2024-172239

Solicitation Release Date: September 4, 2024

Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on December 4, 2024

Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on December 6, 2024

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Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than \$25,000	587	\$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of \$25,000 or more	553	\$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: <https://bja.ojp.gov/program/jag/overview>.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the [Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds](#) section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in [Grants.gov](#) and is completed in JustGrants. See the [Submission Dates and Time](#) section for the [Grants.gov](#) and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10101-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state’s final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is

\$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#), click on their respective state, and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics’ [National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation’s (FBI’s) [Uniform Crime Reporting \(UCR\) program](#) and [FBI's Crime Data Explorer \(CDE\)](#) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, “Combating hate-fueled violence remains central to the Justice Department’s mission.” A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA’s portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) Programs, can be found [Hate Crime | Bureau of Justice Assistance](#).

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department’s efforts to combat threats against election workers, read the [Deputy Attorney General’s memo](#). The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ’s efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys’ Offices throughout the country.

[On January 9, 2024, the Department provided updated information](#) pertaining to its efforts to “ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference.”

The [broad criminal justice purposes supported by the JAG Program](#) permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement [Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#). The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the Justice Department's [Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG—Body-Worn Camera \(BWC\) Policy Certification](#).

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards <https://citech.org/compliance-testing-program/compliant-product-lists/>. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor](#)

[Mandatory Wear Policy Certification](#). Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

[Interoperable Communications](#)

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

[DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database](#)

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. **JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS.** No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

[Entry of Records into State Repositories](#)

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS—FBI](#).

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "[How To Apply](#)" section on the [Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to \$25,000

Category 2 anticipated maximum amount: Up to \$4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months

Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: \$84,921,048

Category 1—Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than \$25,000	587	Up to \$25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of \$25,000 or more	553	Up to \$4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at:

<https://bja.ojp.gov/program/jag/allocations>.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on December 4, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on December 6, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant’s submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant’s Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

[Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

[Budget and Associated Documentation](#)

[Funding Restrictions](#)

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

[Budget Worksheet and Budget Narrative \(Attachment\)](#)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the [“Application Resource Guide”](#) section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

[Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

[Unmanned Aircraft Systems](#)

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

[Budget/Financial Attachments](#)

[Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

[Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

[Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions.

Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Memorandum of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

[Certifications and Assurances by the Chief Executive of the Applicant Government Body Armor Mandatory Wear Policy Certification](#) (If applicable)

[Body-worn Camera Policies Certification](#) (If applicable)

[ERPO Certification](#) (if applicable)

[Disclosures and Assurances](#)

The applicant will address the following disclosures and assurances.

[Disclosure of Lobbying Activities](#)

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

[Applicant Disclosure of Duplication in Cost Items](#)

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide for additional information](#).

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov/> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of \$25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity’s registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

Review the Overview of Post-Award Legal Requirements

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)” in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/allocations>.

Review Eligibility Requirement

- Review “Eligibility” in the Synopsis section and “Eligibility Information” section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [Application Resource Guide](#))
- [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- [Memorandum of Understanding](#) (if applicable)
- [Body Armor Certification](#) (if applicable)
- [Body-Worn Camera Certification](#) (if applicable)
- [ERPO Certification](#) (if applicable)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5.

11/26/2024

Memorandum of Understanding (MOU) for access to the Harris County Sheriff's Office Automated Fingerprint Identification System (AFIS)

The Court approves the Memorandum of Understanding between the Harris County Sheriff's Office/Harris County Universal Services and Brazoria County, through the Brazoria County Sheriff's Office, for access to Harris County's AFIS information, subject to final approval from the Civil Division District Attorney's Office.

The Court authorizes the Sheriff, or the Sheriff's designee, to sign all documents related to this MOU.



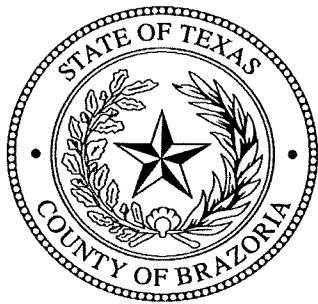
COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6.

11/26/2024

Monthly Collections Report for October 2024

Approve Tax Office Monthly Collections Report for October 2024



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

November 26, 2024

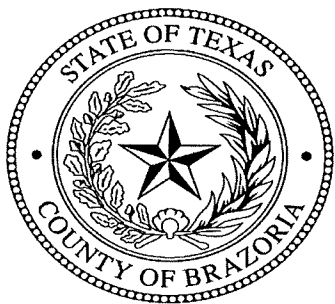
Members of the Commissioners' Court
237 E. Locust
Angleton, TX 77515

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of October 01, 2024 to October 31, 2024.

Sincerely,

Kristin R. Bulanek CIA, PCC
Tax Assessor-Collector
Brazoria County



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tax Office Collections Fiscal Year 2025

Monthly Report

Tax Collections for the period 10/01/2024 - 10/31/2024

	2024 Tax Roll	Prior Tax Yrs	Total
County	\$590,737.21	(\$98,235.55)	\$492,501.66
Special R&B	94,342.08	(17,105.93)	\$77,236.15
	\$685,079.29	(\$115,341.48)	\$569,737.81

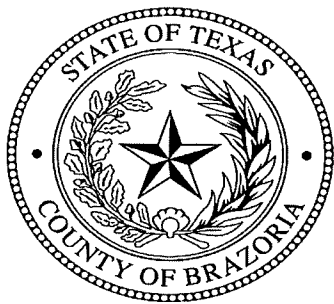
Current Collection Percentage
0.41%
0.41%

Tax Receivables as of 10/31/2024

	2024 Tax Roll	Prior Tax Yrs	Total
County	\$142,794,720.05	\$3,316,378.42	\$146,111,098.47
Special R&B	22,883,702.75	520,166.15	23,403,868.90
	\$165,678,422.80	\$3,836,544.57	\$169,514,967.37

Special Assessments Receivables as of 10/31/2024

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,805.36	64.87%
Pecan Estates	43,200.38	64.18%
Hampton Road	45,397.88	48.94%
Westwood	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	54,299.57	76.69%
Bailey Oakwood Creek	328,826.94	72.44%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	306,101.50	8.74%
Lindel Estates DFH	397,762.24	17.94%
Riverside	367,892.15	25.96%
Briar Meadow	164,057.55	47.74%
Twin Lakes	494,758.00	18.80%
Old Coffee Plantation	299,646.10	26.93%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	288,229.59	15.63%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	12,439.82	89.13%
	<u>\$3,372,654.41</u>	



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues Fiscal Year 2025 October-2024

<u>Revenue Source</u>	<u>Revenue</u>
Beer & Liquor License	5,455.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	29,657.00
Auto Registration-County Fees	249,580.00
Specialty Plates	145.50
Postage & Handling Compensation	45,006.90
Auto Registration-Car License Fee	20,911.25
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	620.00
Hot Check Fees	135.00
Reimburse Postage/Telex	160.00
Plat/Copies	0.00
Boat Title/Registration Commissions	905.90
Boat Sales Tax Commissions	1,901.42
Scofflaw	0.00
<u>Special Assessments:</u>	
<i>Bonnie Lane</i>	0.00
<i>Laura Lane</i>	0.00
<i>Norris Road</i>	0.00
<i>Rose Mary St.</i>	0.00
<i>Pecan Estates</i>	0.00
<i>Hampton Road</i>	0.00
<i>Westwood Road</i>	0.00
<i>Sally Lake</i>	0.00
<i>Benefield</i>	0.00
<i>Brazos Bend II</i>	0.00
<i>Bailey Oakwood Creek</i>	0.00
<i>Mustang</i>	0.00
<i>CR 64 Ext</i>	0.00
<i>Wink Wynn</i>	0.00
<i>Vivian St</i>	0.00
<i>Lindell Estates</i>	0.00
<i>Lindel Estates-DFH</i>	0.00
<i>Riverside</i>	1,265.86
<i>Briar Meadow</i>	7,626.62
<i>Twin Lakes</i>	50.00
<i>Old Coffee Plantation</i>	0.00
<i>Brazos Bend</i>	0.00
<i>Brazos Oaks</i>	0.00
<i>Forest Loop</i>	0.00
<i>Sherwood Land</i>	0.00
<i>Manvel</i>	0.00
<i>Oakwood Creek</i>	0.00
<i>River Road</i>	0.00
	<u>\$363,420.45</u>

Summary of County Figures not audited

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 10/31/2024 and Month Range from 10/1/2024 to 10/31/2024 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value 86,197,464,304	Start Exemption 34,268,908,928	Start Taxable 51,928,555,376	Rate 0.261625	Calc Start Levy 135,858,083.00	Actual Start Levy 135,911,455.25	Start Frozen Loss 0.00	Start + Frozen 135,911,455.25
Adjusted Value 90,005,745,968	Adjusted Exemption 35,137,939,860	Adj Taxable 54,867,806,108	Rate 0.261625	Calc Adj Levy 143,547,897.73	Actual Current Levy 143,595,447.42	Adj Frozen Loss 0.00	Act Levy + Act Frozen 143,595,447.42
Start Value 86,197,464,304	Net Value Adj 3,808,281,664	Start Value + Net Value Adj 90,005,745,968		Actual Current Value 90,005,745,968		Other Loss 0.00	
Start Exemption 34,268,908,928	Net Exmp Adj 869,030,932	Start Exemp + Net Exmp Adj 35,137,939,860		Actual Current Exemption 35,137,939,860			

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 10/31/2024	REFUNDS DUE	COL %
2024	135,911,455.25	7,474,002.01	7,474,002.01	590,737.21	590,737.21	142,794,720.05	0.00	0.41
2023	1,625,171.14	(116,502.65)	(116,502.65)	(126,243.52)	(126,243.52)	1,634,912.01	(2,057.84)	0.00
2022	464,182.34	(28,369.69)	(28,369.69)	(19,149.64)	(19,149.64)	454,962.29	(1.19)	0.00
2021	284,968.66	(1,971.38)	(1,971.38)	36,785.55	36,785.55	246,211.73	(0.01)	12.99
2020	172,949.91	(142.64)	(142.64)	4,367.12	4,367.12	168,440.15	0.00	2.52
2019	143,134.56	204.34	204.34	2,405.36	2,405.36	140,933.54	0.00	1.67
2018	105,607.57	(9.53)	(9.53)	985.13	985.13	104,612.91	0.00	0.93
2017	98,310.76	(5.89)	(5.89)	566.49	566.49	97,738.38	0.00	0.57
2016	88,038.32	(6.16)	(6.16)	327.79	327.79	87,704.37	0.00	0.37
2015	80,518.20	(6.30)	(6.30)	265.11	265.11	80,246.79	0.00	0.32
2014	69,089.74	(6.49)	(6.49)	242.19	242.19	68,841.06	0.00	0.35
2013	38,544.50	(6.39)	(6.39)	208.86	208.86	38,329.25	0.00	0.54
2012	44,775.23	(6.30)	(6.30)	157.51	157.51	44,611.42	0.00	0.35
2011	30,563.76	(6.11)	(6.11)	145.71	145.71	30,411.94	0.00	0.47
2010	18,958.03	(5.97)	(5.97)	116.36	116.36	18,835.70	0.00	0.61
2009	16,998.01	(5.42)	(5.42)	66.90	66.90	16,925.69	0.00	0.39
2008	17,462.36	(4.88)	(4.88)	91.11	91.11	17,366.37	0.00	0.52
2007	15,193.28	(3.24)	(3.24)	77.19	77.19	15,112.85	0.00	0.50
2006	13,632.08	(2.28)	(2.28)	25.32	25.32	13,604.48	0.00	0.18
2005	12,180.86	(2.47)	(2.47)	22.69	22.69	12,155.70	0.00	0.18
2004	13,360.58	(2.57)	(2.57)	46.79	46.79	13,311.22	0.00	0.35
2003 *	11,365.41	(0.41)	(0.41)	254.43	254.43	11,110.57	0.00	2.23
TOTAL	139,276,460.55	7,327,139.58	7,327,139.58	492,501.66	492,501.66	146,111,098.47	(2,059.04)	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 10/31/2024 and Month Range from 10/1/2024 to 10/31/2024 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,659,347	34,249,852,562	51,947,806,785	0.041921	21,777,040.08	21,785,588.92	0.00	21,785,588.92
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,005,941,011	35,132,514,169	54,873,426,842	0.041921	23,003,489.27	23,011,104.07	0.00	23,011,104.07
Start Value	Net Value Adj	Start Value + Net Value Adj			Actual Current Value	Other Loss	
86,197,659,347	3,808,281,664	90,005,941,011			90,005,941,011	0.00	
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj			Actual Current Exemption		
34,249,852,562	882,661,607	35,132,514,169			35,132,514,169		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
						AS OF 10/31/2024		
2024	21,785,588.92	1,192,455.91	1,192,455.91	94,342.08	94,342.08	22,883,702.75	0.00	0.41
2023	258,735.75	(18,779.04)	(18,779.04)	(20,530.83)	(20,530.83)	260,487.54	(334.87)	0.00
2022	79,068.41	(4,979.66)	(4,979.66)	(3,547.06)	(3,547.06)	77,635.81	(0.20)	0.00
2021	42,111.68	(292.90)	(292.90)	5,456.52	5,456.52	36,362.26	0.00	13.04
2020	25,153.29	(20.85)	(20.85)	633.76	633.76	24,498.68	0.00	2.52
2019	19,480.32	27.97	27.97	326.61	326.61	19,181.68	0.00	1.67
2018	17,157.16	(1.55)	(1.55)	159.35	159.35	16,996.26	0.00	0.92
2017	15,407.17	(0.93)	(0.93)	88.92	88.92	15,317.32	0.00	0.57
2016	13,207.84	(0.93)	(0.93)	47.96	47.96	13,158.95	0.00	0.36
2015	11,279.07	(0.89)	(0.89)	37.31	37.31	11,240.87	0.00	0.33
2014	9,400.29	(0.89)	(0.89)	33.03	33.03	9,366.37	0.00	0.35
2013	5,331.34	(0.89)	(0.89)	29.01	29.01	5,301.44	0.00	0.54
2012	6,292.27	(0.89)	(0.89)	22.19	22.19	6,269.19	0.00	0.35
2011	4,424.73	(0.89)	(0.89)	21.17	21.17	4,402.67	0.00	0.47
2010	2,812.60	(0.89)	(0.89)	17.32	17.32	2,794.39	0.00	0.61
2009	2,609.81	(0.89)	(0.89)	10.96	10.96	2,597.96	0.00	0.42
2008	3,024.72	(0.89)	(0.89)	16.57	16.57	3,007.26	0.00	0.54
2007	2,892.13	(0.62)	(0.62)	14.88	14.88	2,876.63	0.00	0.51
2006	2,508.79	(0.43)	(0.43)	4.72	4.72	2,503.64	0.00	0.18
2005	2,063.01	(0.43)	(0.43)	3.91	3.91	2,058.67	0.00	0.18
2004	2,183.99	(0.43)	(0.43)	7.59	7.59	2,175.97	0.00	0.34
2003 *	1,972.84	(0.07)	(0.07)	40.18	40.18	1,932.59	0.00	2.03
TOTAL	22,312,706.13	1,168,398.92	1,168,398.92	77,236.15	77,236.15	23,403,868.90	(335.07)	



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.7.

11/26/2024

Account Number: 6067-1807-000 Resale Meeting of: August 27, 2024

The court approves the resale of the following trust property in Brazoria County in the amount of \$680.00

LAS PLAYAS SEC IV (A0002 T& W ALLEY) BLK 17 LOT 7 SEC 6 PT II
6067-1807-000

PROPERTY INFORMATION

RESALE MEETING OF: August 27, 2024

IN TRUST TO: SWEENEY ISD

PREVIOUS OWNER: DAVID LEMASTER
RE: DARLENE LLANES
31719 BAYOU BEND
RICHWOOD, TX 77515

ACCOUNT #: 6067-1807-000

PRECINCT #: 1

LEGAL DESCRIPTION: LAS PLAYAS SEC IV (A0002 T &
W ALLEY) BLK 17 LOT 7 SEC 6 PT II

PHYSICAL ADDRESS: WEST BELT DR

SCHOOL DISTRICT: SWEENEY ISD

OFFER MADE BY: ZJ ABBASALY

AMOUNT OF OFFER: \$680.00

MINIMUM BID AT SALE: \$1,351.62

ADJUDGED VALUE: \$1,800.00

CURRENT LAND VALUE: \$2,000.00

CURRENT IMPROVEMENT: \$0.00

CITY WEED/DEMO LIENS: UNKNOWN

SHERIFF'S DEED FILE DATE: 12/1/2023

REDEMPTION DATE: 6/1/2024

POST JUDGMENT TAXES: \$0.00

POST JUDGMENT YEARS: 2023

VOTE: AYE NAY

K. BULANEK
K. STEWART
JUDGE SEBESTA
D. PAYNE
CIVIL DIVISION REP.

X
X
X
X
X

PBFCM REPRESENTATIVE PRESENT



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.8.

11/26/2024

Airport Lease Agreement - Restaurant

The County hereby authorizes the Airport Restaurant Lease and Concession Agreement with Yanara Ou for the lease of property at the Texas Gulf Coast Regional Airport.

County Judge is hereby authorized to sign the Agreement upon final review by the District Attorney's Office.

**AIRPORT RESTAURANT LEASE
AND CONCESSION AGREEMENT**

This Agreement made and entered into this ____ day of _____, 2024, by and between Brazoria County, a body corporate and politic under the laws of the State of Texas, (herein called the "County") and Yannera Ou (herein called the "Restaurant Operator" or "Concessionaire"). County and Restaurant Operator currently have a Lease Agreement that terminates December 31, 2024. .

RECITALS

The County owns and operates the Texas Gulf Coast Regional Airport and desires to lease a portion of its premises described in **Exhibit "A"** and to grant a food service concession to Restaurant Operator. Restaurant Operator desires to secure such concession rights and a lease of those premises (**Exhibit "A"**) for the operation of a restaurant at the Texas Gulf Coast Regional Airport.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

In consideration of the mutual covenants herein contained, the parties agree as follows:

TERM:

The initial Term of this Agreement shall begin on January 1, 2025 and terminate at midnight on December 31, 2025.

Four (4) One-Year renewable terms, to begin January 1, 2026, with each renewal automatically renewed on January 1 each year unless terminated by written notice by either party. The final five year term terminating at midnight on December 31, 2029.

The effective date of this Agreement is January 1, 2025 and terminating December 31, 2029.

RENT:

- a. Beginning January 1, 2025 and continuing through December 1, 2029, rent shall be TWELVE HUNDRED THIRTY SIX DOLLARS (\$1,236.00) payable on the 1st day of each month, delivered to the Director of the Texas Gulf Coast Regional Airport as set forth in this Agreement on or before the due date and without demand.
- b. Four (4) optional extended agreement periods of twelve months will be available at the expiration of the term of this Agreement. The option period rate will be at the prevailing

market rate to be mutually determined and agreed to by the parties in a new contractual Agreement.

LATE CHARGE:

In the event that any payment required to be paid by Restaurant Operator hereunder is not made by the 5th day of each month by 5:00 p.m., Restaurant Operator shall pay to County, in addition to such payment or other charges due hereunder, a "late fee" in the amount of SEVENTY-FIVE DOLLARS (\$75.00) for the first day of delinquency, and TEN DOLLARS (\$10.00) per day thereafter, which includes the day payment is made. The parties agree that the late fee serves as reasonable liquidated damages for late payment and is considered part of the rent payment. The late fee shall apply in full to any late payment of rent and no partial payment of rent alters or eliminates the late fee.

TAXES:

Restaurant Operator shall be responsible for and timely pay any taxes assessed against it including but not limited to ad valorem taxes, sales tax and franchise tax, if any.

DEPOSIT:

It is agreed that a deposit will be waived at commencement of this lease. Restaurant Operator shall be responsible to repair and return facility to basic and good repair condition at conclusion of lease.

LIEN:

As security for Restaurant Operator's payment of Rent and performance of all of its other obligations under this Lease, Restaurant Operator hereby grants to County a lien on and security interest in all property of Restaurant Operator now or hereafter placed in the Leased Premises. This Lease shall constitute a security agreement under the *Texas Business and Commerce Code*, and County, as secured party shall be entitled to all of the rights, remedies and recourses afforded to a secured party under the Texas Business and Commerce Code, which rights, remedies and recourses shall be cumulative of all other rights, remedies, as debtor, promptly upon request and without any compensation or consideration being payable to Restaurant Operator, such additional financing statement or statements as County may request. Moreover, County may at any time file a copy of this Lease as a financing statement.

Rights are granted by Brazoria County to Restaurant Operator subject to all of the terms, and conditions, of the Agreement. The Restaurant Operator understands that this is not an exclusive Concession as other concessions may be granted by the County at its option.

**ARTICLE II
PURPOSE AND IMPROVEMENTS**

The purpose of this Agreement is to provide for the development, and maintenance of a food service concession, and appurtenances, which Concessionaire agrees to do, and the premises covered hereby, more particularly described on **Exhibit "A"** (hereinafter "premises") attached

hereto and incorporated herein, shall be used only for such purposes, unless consent to any other use is obtained from the County.

The Premises shall be used by the Restaurant Operator described herein and shall be maintained by the Restaurant Operator with no expense to the County.

Restaurant Operator is responsible for and/or authorized to do the following:

1. provide all tables, chairs, utensils, appliances, and equipment, necessary to operate a restaurant. County is only providing the structure and whatever is currently located within the building, *i.e.* the vent hood;
2. maintain and certify vent hood annually and provide documentation to County. If damage is caused to vent hood for failure to clean, Restaurant Operator is responsible to repair and replace damaged parts. Restaurant Operator shall provide all repair and maintenance documentation to Airport Director.
3. maintain grease trap in good condition. Restaurant Operator shall have a routine maintenance schedule established and provided to Airport Director annually. Restaurant Operator shall provide all repair and maintenance documentation to Airport Director.
4. ensure the electrical load under the porch canopy does not exceed its capacity. In the event Restaurant Operator requires more electrical output, Restaurant Operator may upgrade electrical service by a licensed electrician after receiving written approval from the Airport Director;
5. install outside coolers and/or equipment as long as they are kept within the fenced area. The area is to be kept clean and free of any debris, trash, storage, etc.;
6. not allowed to use the HVAC room. This room is to be kept free of any storage items, inventory, supplies, equipment, etc. It is to remain accessible for County employees;
7. maintain the appearance of the Premises (interior and exterior). All patio furniture, signage and flags shall be kept in good appearance.
8. any stored items shall be maintained behind fenced areas out of sight of the airport patrons.
9. Any animal traps shall not be visible to the public.
10. mops and mop buckets shall be stored away and only visible during actual use.
11. grill and equipment airside shall be stored behind a fence and not visible to airport patrons;
12. keep interior of restaurant clean including floors, bathrooms, kitchen etc.

13. locks and security of building once provided the initial set of keys from County;
14. all extermination services (inside and outside);
15. all maintenance costs of structure associated with usage of building as a restaurant.
16. utilize the County trash dumpster located on airport property as long as such use does not inhibit the Airport's use. Restaurant Operator will be required to deliver all restaurant's trash to the dumpster. In the event the restaurant trash exceeds fair usage of the Airport dumpster, County will provide 30 days written notice to restaurant to obtain its own dumpster.

ARTICLE III UTILITIES

Restaurant Operator shall be responsible for electricity service associated with the premises and operation of the restaurant. Restaurant Operator shall cause meter S55292529 (or any replacement thereof) to be placed in the name of Restaurant Operator to coincide with effective date of this Agreement. As consideration for electricity usage not associated with concession, County agrees to deduct \$210 per month from lease payment upon submitting a copy of the electricity statement along with the monthly rental payment.

Restaurant Operator is required to pay the water and sewer utilities directly to the City of Lake Jackson.

ARTICLE IV POSSESSION AND MAINTENANCE

Restaurant Operator shall maintain the premises in good order and shall perform any required maintenance and repairs of the building interior at his own expense during the entire term of this Agreement. The County shall maintain the exterior shell of the building, including, but not limited to, the exterior walls, roof, electrical and plumbing not associated with impact from restaurant operations. The County shall maintain the HVAC system in the building. The County shall have the right to inspect the area and to impose reasonable regulations to insure proper maintenance care and upkeep of the property. The degree of maintenance, including the foregoing provision governing hazardous waste and contaminates placement upon the premises shall be in keeping with other public food service facilities in the area. Restaurant Operator shall not allow any hazardous waste or contaminates to be deposited or placed upon premises by any individuals or business entities under its control or any contract. If Restaurant Operator neglects or refuses to do so the County may, but is not required, perform such maintenance or repair for the account of the Restaurant Operator and it shall promptly reimburse the County. The County shall first give the Restaurant Operator fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable Restaurant Operator to perform such maintenance or repairs at its own expense. Failure on the part of Restaurant Operator to repair or maintain the premises as herein provided shall be grounds for termination of this Agreement.

Restaurant Operator acknowledges that he has fully inspected the Leased Premises, and on the basis of such inspection, hereby accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which same are Leased, in their present condition. Restaurant Operator agrees to maintain the Leased Premises including the improvements thereon, keep them free from waste or nuisance of any kind, and make all necessary minor repairs. At the termination of this Lease, Restaurant Operator shall deliver the Leased Premises with all improvements located thereon in good repair and condition, reasonable wear and tear.

ARTICLE V OPERATION

Restaurant Operator shall:

- (A) comply with applicable state and local laws governing the operation of the premises. Restaurant Operator shall comply with existing airport policy, rules and regulations and with future policies, rules and regulations which the Brazoria County Commissioners Court may approve. Violation of any Federal, State, County or City laws, ordinances, and/or regulations, may be considered as cause for termination of this Agreement.
- (B) obtain and pay for all permits or licenses that may be required for the operation of the concession; in addition, Restaurant Operator shall meet all requirements of applicable County and State Health Departments covering the handling and dispensing of food and beverage.
- (C) not erect a sign on the premises or in the vicinity thereof without obtaining the advance written approval of the County.
- (D) promptly pay all debts incurred by it for the purchase of goods or services used by it in the operation of the concession.
- (E) keep the premises in a clean and sanitary condition at all times, including windows inside and out. Restaurant Operator shall store all trash in the containers designated for that purpose. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the premises is prohibited.
- (F) not keep any explosive or hazardous materials on the premises; conduct any offensive occupation thereof, or operate any machinery thereon that may injure the concession premises.
- (G) serve the public by remaining open for business on a consistent basis throughout the week. The operation hours will be displayed on the Premises and provided to the Airport Director. The hours may be changed during the term of this Agreement upon the receipt of written notice from the Restaurant Operator and with the approval of the Aviation Director.

Restaurant Operator, its agents, servants and employees agree to maintain a friendly and cooperative (although competitive) relationship with other companies engaged in similar or like business on the airport premises. Except in connection with judicial proceedings, Restaurant Operator shall not engage in public disputes, disagreements or conflicts regarding activities at the airport which, in the opinion of the Airport Director, would cause a deterioration in the quality of service which either Restaurant Operator or its competitors offer or which would, in the Airport Director's opinion, be incompatible with the best interest of the public and customers at the airport.

The County shall have access to the premises and to each part thereof, during regular business hours of the Restaurant for the purpose of the inspecting of same. County has access to the premises at any time during an emergency basis. County will notify Restaurant Operator when an emergency entry has been made.

ARTICLE VI IMPROVEMENTS

Restaurant Operator shall make no improvements and or/ modifications, nor add any exterior signage to the premises without prior written consent of the County. The County may not unreasonably withhold consent with respect to any non-structural or interior alterations which Restaurant Operator may propose.

Restaurant Operator may explore and develop a variety of initiatives that have been expressed relating to a playground/sitting area, marketing to military, aviation themed kid's meals, update the interior decorations of Premises to modernize establishment, and catering service. Airport Director's approval is required prior to construction of a playground and/or sitting area.

ARTICLE VII INSURANCE

During the terms of this Agreement, Restaurant Operator shall procure and keep in force, or shall, where appropriate, require its contractors and subcontractors to procure and keep in force the following insurance:

- (A) **Workmen's Compensation Insurance:** Restaurant Operator shall provide workmen's compensation insurance to cover its employees used in operation of the concession during the term of this Agreement as required by law.
- (B) **Comprehensive General Liability, Premises Operations and Property Damage Insurance:** With limits, as to personal injury and death, of One Hundred Thousand and No/100 Dollars (\$100,000.00) as to each person, and Three Hundred Thousand and No/100 Dollars (\$300,000.00) as to each accident, and as to property damage, One Hundred Thousand and No/100 Dollars (\$100,000.00) such insurance shall be on Texas Standard form and shall name both Restaurant Operator and the County of Brazoria as the insured, such insurance shall be made effective commencing on the term of this

Agreement; provided that the amount of insurance shall be at all times equal to the standards established by the Texas Torts Claims Act.

- (C) The duplicate originals or certificates of all insurance policies required hereunder and their renewals shall be delivered to Brazoria County for approval and acceptance **prior to** commencement of each renewable term..
- (D) All policies must provide that thirty (30) days written notice of cancellation or material change in coverage be given to the Commissioners Court of Brazoria County.

ARTICLE VIII ASSIGNMENT OF AGREEMENT

Restaurant Operator shall not transfer, assign, sublet, license, encumber, or pledge this agreement and leasehold, in whole or in part, without the prior written consent of the County.

Notwithstanding the foregoing, Restaurant Operator shall be allowed to transfer and assign this lease to a Texas limited liability company as named and selected by Restaurant Operator.

ARTICLE IX CANCELLATION AND FORFEITURE

- (A) Notwithstanding any other provisions of this Agreement, this Agreement may be cancelled and terminated by either party, without cause, at any time after ninety days (90) days written notice of termination. The giving of such notice shall not release either Restaurant Operator or the County from full and faithful performance of the terms of this Agreement during the period between the giving of such notice and the effective date of cancellation and termination.
- (B) **DEFAULT.** Each of the following is an “Event of Default”.
 1. The failure of Restaurant Operator to pay rent when due;
 2. The failure of Restaurant Operator to perform, comply with or observe any term, condition, restriction, or provision, in this Lease, including, but not limited to, the Texas Gulf Coast Regional Airport’s Minimum Standards and Rules and Regulations;
 3. The failure of Restaurant Operator to occupy the Leased Premises or any significant portion thereof;
 4. The filing of a petition by or against Restaurant Operator (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under the Bankruptcy Code or any similar debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of the Lessee’s property or for Restaurant Operator’s interest in this Lease or (iv) to reorganize or modify Restaurant Operator’s capital structure; and

5. A statement by Restaurant Operator, in writing, that it cannot meet its obligations under this Lease.
- (C) REMEDIES OF COUNTY. Upon any Event of Default, County may, in addition to all other rights, remedies and recourses afforded County hereunder or by law or equity, do any one or more of the following:
1. Terminate this Lease by giving written notice to Restaurant Operator, in which event Restaurant Operator shall pay to County the sum of (i) all Rent and other amounts accrued hereunder to the date of termination, (ii) all amounts due under any provision of this Lease, and (iii) liquidated damages in an amount equal to the total amount rent due for the remainder of the term.
 2. Terminate Restaurant Operator's right to possession of the Leased Premises without terminating this Lease by giving written notice to Restaurant Operator, in which event Restaurant Operator shall apply to County (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under any provision of this Lease, and (iii) all Rent and other sums required hereunder to be paid by Restaurant Operator during the remainder of the Term, diminished by any net sums thereafter received by the County through reletting the Leased Premises during said period. Reentry by County in the Leased Premises will not affect the obligations of Restaurant Operator hereunder for the unexpired Term. County may bring action against Restaurant Operator to collect amounts due by Restaurant Operator on one or more occasions, without the necessity of County waiting until expiration of the Term.
 3. Alter or change any and all locks and other security devices at the Leased Premises, and, if it does so, County shall not be required to provide a new key or other access right to Restaurant Operator unless Restaurant Operator has cured all Events of Default.
 4. Revoke Restaurant Operator's use of the Airport by blocking the Leased Premises as well as all taxiway access to the Leased Premises in order to prevent Restaurant Operator's aircraft from conducting or engaging in aircraft activities on and between the Leased Premises and the Airport.
- (D) PAYMENT BY RESTAURANT OPERATOR IN EVENT OF DEFAULT. Upon any Event of Default, Restaurant Operator shall also pay to County all costs and expenses incurred by County, court costs and reasonable attorney's fees, (as provided in Sections 38.003 and 38.004 of the *Texas Civil Practice and Remedies Code*) in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing and storing Restaurant Operator's or any other occupant's property, (c) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to the new Lessee or Lessees, (d) reletting all or any part of the Leased Premises, (e) paying or performing the underlying obligation which Restaurant Operator failed to pay or perform

and (f) enforcing any of County's rights, remedies or recourses arising as a consequence of the Event of Default.

ARTICLE X EMPLOYEES OF RESTAURANT OPERATOR

Restaurant Operator shall hire and retain at all times a sufficient number of employees to provide prompt and efficient service. All employees having contact with the public shall be courteous, clean, and neat in appearance. Should any employee fail to maintain such qualifications, Restaurant Operator, upon written notice from County, shall take immediate corrective action.

ARTICLE XI QUALITY OF SERVICE

All items sold by Restaurant Operator shall be of first class quality and the services provided by Restaurant Operator shall be rendered courteously and efficiently. The County reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order improvements in the quality of either the merchandise or services rendered. Failure of Restaurant Operator to abide by the terms of this article shall be grounds for termination of this Agreement.

ARTICLE XII PARTIAL DESTRUCTION OF PREMISES

If at any time during the term of this Agreement, the premises are damaged by fire, storm, hurricane, act of nature or other cause beyond the control of Restaurant Operator to the extent that continued use of the premises is unreasonable, Restaurant Operator may on written notice to the County delivered within thirty (30) days after the damage has occurred, terminate this Agreement without any liability of Restaurant Operator to the County, except for the payment of concession fees accrued on the date of such termination. If it does not elect to terminate this Agreement, Restaurant Operator shall, with due diligence, restore the premises to an operative condition as such premises were immediately preceding the partial destruction of same.

ARTICLE XIII INDEMNITY

Restaurant Operator shall protect, indemnify and save harmless the County of Brazoria, Texas, from and against any and all claims, demands and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property, occurring on the premises or in any manner growing out of or connected with its use and occupation of the premises during the term of this Agreement. Restaurant Operator shall give the County prompt notice of claim coming to its knowledge that in any way directly or indirectly affects either Restaurant Operator or the County of Brazoria. All parties shall have the right to participate in the defense of claim to the extent of its interest.

**ARTICLE XIV
NON - DISCRIMINATION POLICY**

Restaurant Operator shall not engage in any discriminatory actions against or towards its agents, employees, independent contractors, its customers or the general public. Those discriminatory practices prescribed by both Federal law and the laws of the State of Texas, all Federal Aviation Administration regulations and rules regarding discrimination are applicable and shall be observed by the Restaurant Operator. Restaurant Operator further has the duty to remediate any discriminatory conduct it discovers as the result of conduct of its agents, employees, and/or independent contractors. Failure to strictly follow this policy shall be grounds for termination of this agreement.

**ARTICLE XV
NOTICES**

Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

LESSOR: Aviation Director
 Texas Gulf Coast Regional Airport
 8000 Airport Way
 Angleton, Texas 77515

LESSEE: Yannera Ou
 7915 Airport Way
 Angleton, Texas 77515

or such other address as Restaurant Operator may from time to time designate by written notice to the County.

**ARTICLE XVI
GENERAL CLAUSES**

- (A) This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.
- (B) Any and all provisions and clauses in this Agreement can be amended or deleted by the County and the Restaurant Operator by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum. On the termination of this Agreement for any reason, the County shall have full authority to re-enter and take full possession of the concession premises without necessity of obtaining any legal process.

All property of Restaurant Operator, which does not become the property of the County of Brazoria, shall be removed by it at such termination. If such property is not removed within ten (10) days after the termination or expiration of this Agreement, then in that event it shall become the property of the County of Brazoria.

- (C) Venue for any litigation or disputes arising from this contract shall be in Brazoria County, Texas.
- (D) In the event of a breach of any of the covenants, conditions or obligations herein by the Restaurant Operator, or if it becomes necessary for County to enforce its rights because of said default, Restaurant Operator agrees to pay to County reasonable and necessary attorneys fees and expenses as a result of any dispute resolution or litigation.

**ARTICLE XVII
INDEPENDENT CONTRACTOR**

This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and any employee or agent of Restaurant Operator. Restaurant Operator shall at all times be deemed to be an independent contractor. Restaurant Operator is not authorized to bind the County to any agreements or obligations. The County shall not be liable for any acts or omissions of Restaurant Operator, its employees, or its agents in performing the duties prescribed herein. The right of Restaurant Operator to occupy the premises granted by this Agreement shall continue only so long as all the terms of this Agreement are strictly and promptly adhered to by Restaurant Operator.

**ARTICLE XVIII
TERMINATION**


If in the judgment of the County the manner of operation of the concession or the quality of merchandise or service does not meet the requirements of this Agreement, or if Restaurant Operator is in default of any other term of this Agreement, the County shall give Restaurant Operator a written notice specifying the particulars of the unsatisfactory performance or default. Within thirty (30) days after receipt by it of such notice, County may terminate this Agreement. The decision of County on any such matter shall be final.

Executed, this _____ day of _____, 2024.

BRAZORIA COUNTY

RESTAURANT OPERATOR

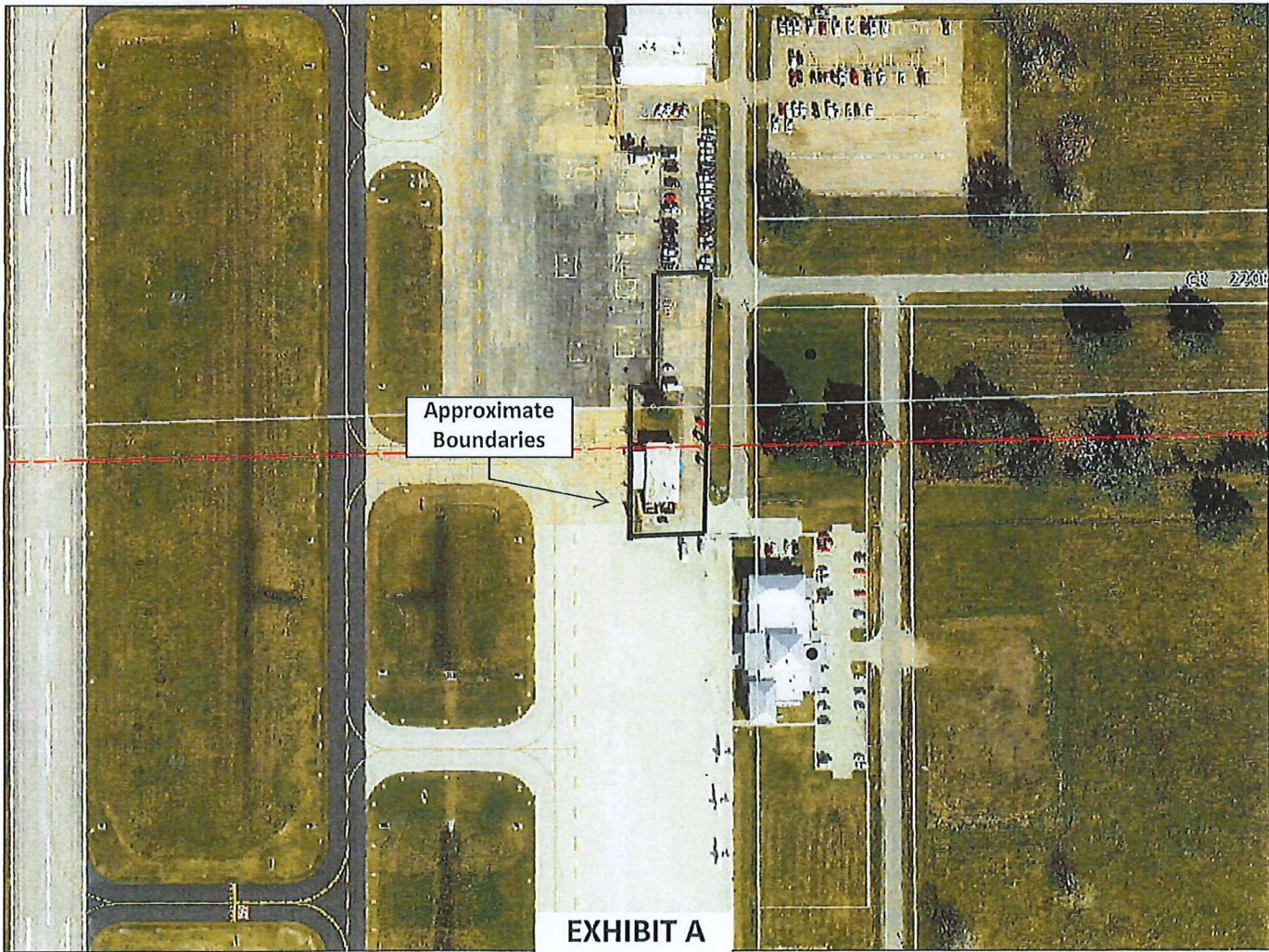
L. M. "Matt" Sebesta, Jr.
County Judge



Yannera On

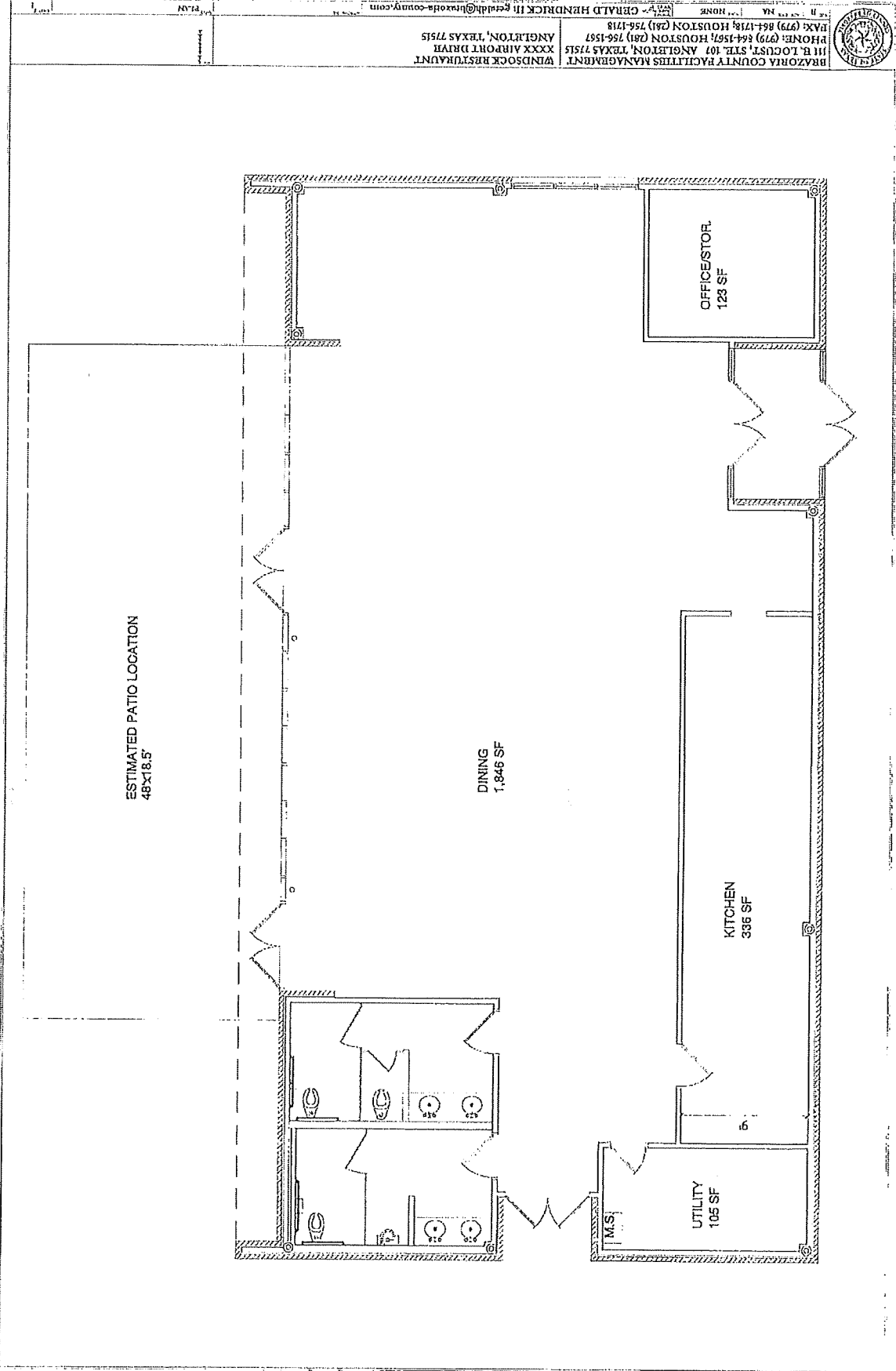
3/5/2019

Brazoria County - Landscape



http://bartoncreek/landscape/#map/e_-10626867,-10626171,3389635,3390068,102113

1/2



**AIRPORT RESTAURANT LEASE
AND CONCESSION AGREEMENT**

This Agreement made and entered into this 26th day of November, 2024, by and between Brazoria County, a body corporate and politic under the laws of the State of Texas, (herein called the "County") and Yannera Ou (herein called the "Restaurant Operator" or "Concessionaire"). County and Restaurant Operator currently have a Lease Agreement that terminates December 31, 2024. .

RECITALS

The County owns and operates the Texas Gulf Coast Regional Airport and desires to lease a portion of its premises described in **Exhibit "A"** and to grant a food service concession to Restaurant Operator. Restaurant Operator desires to secure such concession rights and a lease of those premises (**Exhibit "A"**) for the operation of a restaurant at the Texas Gulf Coast Regional Airport.

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Restaurant Operator is responsible for and/or authorized to do the following:

1. provide all tables, chairs, utensils, appliances, and equipment, necessary to operate a restaurant. County is only providing the structure and whatever is currently located within the building, *i.e.* the vent hood;
2. maintain and certify vent hood annually and provide documentation to County. If damage is caused to vent hood for failure to clean, Restaurant Operator is responsible to repair and replace damaged parts. Restaurant Operator shall provide all repair and maintenance documentation to Airport Director.
3. maintain grease trap in good condition. Restaurant Operator shall have a routine maintenance schedule established and provided to Airport Director annually. Restaurant Operator shall provide all repair and maintenance documentation to Airport Director.
4. ensure the electrical load under the porch canopy does not exceed its capacity. In the event Restaurant Operator requires more electrical output, Restaurant Operator may upgrade electrical service by a licensed electrician after receiving written approval from the Airport Director;
5. install outside coolers and/or equipment as long as they are kept within the fenced area. The area is to be kept clean and free of any debris, trash, storage, etc.;
6. not allowed to use the HVAC room. This room is to be kept free of any storage items, inventory, supplies, equipment, etc. It is to remain accessible for County employees;
7. maintain the appearance of the Premises (interior and exterior). All patio furniture, signage and flags shall be kept in good appearance.
8. any stored items shall be maintained behind fenced areas out of sight of the airport patrons.
9. Any animal traps shall not be visible to the public.
10. mops and mop buckets shall be stored away and only visible during actual use.
11. grill and equipment airside shall be stored behind a fence and not visible to airport patrons;
12. keep interior of restaurant clean including floors, bathrooms, kitchen etc.

13. locks and security of building once provided the initial set of keys from County;
14. all extermination services (inside and outside);
15. all maintenance costs of structure associated with usage of building as a restaurant.
16. utilize the County trash dumpster located on airport property as long as such use does not inhibit the Airport's use. Restaurant Operator will be required to deliver all restaurant's trash to the dumpster. In the event the restaurant trash exceeds fair usage of the Airport dumpster, County will provide 30 days written notice to restaurant to obtain its own dumpster.

ARTICLE III UTILITIES

Restaurant Operator shall be responsible for electricity service associated with the premises and operation of the restaurant. Restaurant Operator shall cause meter S55292529 (or any replacement thereof) to be placed in the name of Restaurant Operator to coincide with effective date of this Agreement. As consideration for electricity usage not associated with concession, County agrees to deduct \$210 per month from lease payment upon submitting a copy of the electricity statement along with the monthly rental payment.

Restaurant Operator is required to pay the water and sewer utilities directly to the City of Lake Jackson.

ARTICLE IV POSSESSION AND MAINTENANCE

Restaurant Operator shall maintain the premises in good order and shall perform any required maintenance and repairs of the building interior at his own expense during the entire term of this Agreement. The County shall maintain the exterior shell of the building, including, but not limited to, the exterior walls, roof, electrical and plumbing not associated with impact from restaurant operations. The County shall maintain the HVAC system in the building. The County shall have the right to inspect the area and to impose reasonable regulations to insure proper maintenance care and upkeep of the property. The degree of maintenance, including the foregoing provision governing hazardous waste and contaminates placement upon the premises shall be in keeping with other public food service facilities in the area. Restaurant Operator shall not allow any hazardous waste or contaminates to be deposited or placed upon premises by any individuals or business entities under its control or any contract. If Restaurant Operator neglects or refuses to do so the County may, but is not required, perform such maintenance or repair for the account of the Restaurant Operator and it shall promptly reimburse the County. The County shall first give the Restaurant Operator fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable Restaurant Operator to perform such maintenance or repairs at its own expense. Failure on the part of Restaurant Operator to repair or maintain the premises as herein provided shall be grounds for termination of this Agreement.

Restaurant Operator acknowledges that he has fully inspected the Leased Premises, and on the basis of such inspection, hereby accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which same are Leased, in their present condition. Restaurant Operator agrees to maintain the Leased Premises including the improvements thereon, keep them free from waste or nuisance of any kind, and make all necessary minor repairs. At the termination of this Lease, Restaurant Operator shall deliver the Leased Premises with all improvements located thereon in good repair and condition, reasonable wear and tear.

ARTICLE V OPERATION

Restaurant Operator shall:

- (A) comply with applicable state and local laws governing the operation of the premises. Restaurant Operator shall comply with existing airport policy, rules and regulations and with future policies, rules and regulations which the Brazoria County Commissioners Court may approve. Violation of any Federal, State, County or City laws, ordinances, and/or regulations, may be considered as cause for termination of this Agreement.
- (B) obtain and pay for all permits or licenses that may be required for the operation of the concession; in addition, Restaurant Operator shall meet all requirements of applicable County and State Health Departments covering the handling and dispensing of food and beverage.
- (C) not erect a sign on the premises or in the vicinity thereof without obtaining the advance written approval of the County.
- (D) promptly pay all debts incurred by it for the purchase of goods or services used by it in the operation of the concession.
- (E) keep the premises in a clean and sanitary condition at all times, including windows inside and out. Restaurant Operator shall store all trash in the containers designated for that purpose. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the premises is prohibited.
- (F) not keep any explosive or hazardous materials on the premises; conduct any offensive occupation thereof, or operate any machinery thereon that may injure the concession premises.
- (G) serve the public by remaining open for business on a consistent basis throughout the week. The operation hours will be displayed on the Premises and provided to the Airport Director. The hours may be changed during the term of this Agreement upon the receipt of written notice from the Restaurant Operator and with the approval of the Aviation Director.

Restaurant Operator, its agents, servants and employees agree to maintain a friendly and cooperative (although competitive) relationship with other companies engaged in similar or like business on the airport premises. Except in connection with judicial proceedings, Restaurant Operator shall not engage in public disputes, disagreements or conflicts regarding activities at the airport which, in the opinion of the Airport Director, would cause a deterioration in the quality of service which either Restaurant Operator or its competitors offer or which would, in the Airport Director's opinion, be incompatible with the best interest of the public and customers at the airport.

The County shall have access to the premises and to each part thereof, during regular business hours of the Restaurant for the purpose of the inspecting of same. County has access to the premises at any time during an emergency basis. County will notify Restaurant Operator when an emergency entry has been made.

ARTICLE VI IMPROVEMENTS

Restaurant Operator shall make no improvements and or/ modifications, nor add any exterior signage to the premises without prior written consent of the County. The County may not unreasonably withhold consent with respect to any non-structural or interior alterations which Restaurant Operator may propose.

Restaurant Operator may explore and develop a variety of initiatives that have been expressed relating to a playground/sitting area, marketing to military, aviation themed kid's meals, update the interior decorations of Premises to modernize establishment, and catering service. Airport Director's approval is required prior to construction of a playground and/or sitting area.

ARTICLE VII INSURANCE

During the terms of this Agreement, Restaurant Operator shall procure and keep in force, or shall, where appropriate, require its contractors and subcontractors to procure and keep in force the following insurance:

- (A) **Workmen's Compensation Insurance:** Restaurant Operator shall provide workmen's compensation insurance to cover its employees used in operation of the concession during the term of this Agreement as required by law.
- (B) **Comprehensive General Liability, Premises Operations and Property Damage Insurance:** With limits, as to personal injury and death, of One Hundred Thousand and No/100 Dollars (\$100,000.00) as to each person, and Three Hundred Thousand and No/100 Dollars (\$300,000.00) as to each accident, and as to property damage, One Hundred Thousand and No/100 Dollars (\$100,000.00) such insurance shall be on Texas Standard form and shall name both Restaurant Operator and the County of Brazoria as the insured, such insurance shall be made effective commencing on the term of this

Agreement; provided that the amount of insurance shall be at all times equal to the standards established by the Texas Torts Claims Act.

- (C) The duplicate originals or certificates of all insurance policies required hereunder and their renewals shall be delivered to Brazoria County for approval and acceptance **prior to** commencement of each renewable term..
- (D) All policies must provide that thirty (30) days written notice of cancellation or material change in coverage be given to the Commissioners Court of Brazoria County.

ARTICLE VIII ASSIGNMENT OF AGREEMENT

Restaurant Operator shall not transfer, assign, sublet, license, encumber, or pledge this agreement and leasehold, in whole or in part, without the prior written consent of the County.

Notwithstanding the foregoing, Restaurant Operator shall be allowed to transfer and assign this lease to a Texas limited liability company as named and selected by Restaurant Operator.

ARTICLE IX CANCELLATION AND FORFEITURE

- (A) Notwithstanding any other provisions of this Agreement, this Agreement may be cancelled and terminated by either party, without cause, at any time after ninety days (90) days written notice of termination. The giving of such notice shall not release either Restaurant Operator or the County from full and faithful performance of the terms of this Agreement during the period between the giving of such notice and the effective date of cancellation and termination.
- (B) **DEFAULT.** Each of the following is an “Event of Default”.
 1. The failure of Restaurant Operator to pay rent when due;
 2. The failure of Restaurant Operator to perform, comply with or observe any term, condition, restriction, or provision, in this Lease, including, but not limited to, the Texas Gulf Coast Regional Airport’s Minimum Standards and Rules and Regulations;
 3. The failure of Restaurant Operator to occupy the Leased Premises or any significant portion thereof;
 4. The filing of a petition by or against Restaurant Operator (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under the Bankruptcy Code or any similar debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of the Lessee’s property or for Restaurant Operator’s interest in this Lease or (iv) to reorganize or modify Restaurant Operator’s capital structure; and

5. A statement by Restaurant Operator, in writing, that it cannot meet its obligations under this Lease.
- (C) REMEDIES OF COUNTY. Upon any Event of Default, County may, in addition to all other rights, remedies and recourses afforded County hereunder or by law or equity, do any one or more of the following:
1. Terminate this Lease by giving written notice to Restaurant Operator, in which event Restaurant Operator shall pay to County the sum of (i) all Rent and other amounts accrued hereunder to the date of termination, (ii) all amounts due under any provision of this Lease, and (iii) liquidated damages in an amount equal to the total amount rent due for the remainder of the term.
 2. Terminate Restaurant Operator's right to possession of the Leased Premises without terminating this Lease by giving written notice to Restaurant Operator, in which event Restaurant Operator shall apply to County (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under any provision of this Lease, and (iii) all Rent and other sums required hereunder to be paid by Restaurant Operator during the remainder of the Term, diminished by any net sums thereafter received by the County through reletting the Leased Premises during said period. Reentry by County in the Leased Premises will not affect the obligations of Restaurant Operator hereunder for the unexpired Term. County may bring action against Restaurant Operator to collect amounts due by Restaurant Operator on one or more occasions, without the necessity of County waiting until expiration of the Term.
 3. Alter or change any and all locks and other security devices at the Leased Premises, and, if it does so, County shall not be required to provide a new key or other access right to Restaurant Operator unless Restaurant Operator has cured all Events of Default.
 4. Revoke Restaurant Operator's use of the Airport by blocking the Leased Premises as well as all taxiway access to the Leased Premises in order to prevent Restaurant Operator's aircraft from conducting or engaging in aircraft activities on and between the Leased Premises and the Airport.
- (D) PAYMENT BY RESTAURANT OPERATOR IN EVENT OF DEFAULT. Upon any Event of Default, Restaurant Operator shall also pay to County all costs and expenses incurred by County, court costs and reasonable attorney's fees, (as provided in Sections 38.003 and 38.004 of the *Texas Civil Practice and Remedies Code*) in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing and storing Restaurant Operator's or any other occupant's property, (c) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to the new Lessee or Lessees, (d) reletting all or any part of the Leased Premises, (e) paying or performing the underlying obligation which Restaurant Operator failed to pay or perform

and (f) enforcing any of County's rights, remedies or recourses arising as a consequence of the Event of Default.

ARTICLE X EMPLOYEES OF RESTAURANT OPERATOR

Restaurant Operator shall hire and retain at all times a sufficient number of employees to provide prompt and efficient service. All employees having contact with the public shall be courteous, clean, and neat in appearance. Should any employee fail to maintain such qualifications, Restaurant Operator, upon written notice from County, shall take immediate corrective action.

ARTICLE XI QUALITY OF SERVICE

All items sold by Restaurant Operator shall be of first class quality and the services provided by Restaurant Operator shall be rendered courteously and efficiently. The County reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order improvements in the quality of either the merchandise or services rendered. Failure of Restaurant Operator to abide by the terms of this article shall be grounds for termination of this Agreement.

ARTICLE XII PARTIAL DESTRUCTION OF PREMISES

If at any time during the term of this Agreement, the premises are damaged by fire, storm, hurricane, act of nature or other cause beyond the control of Restaurant Operator to the extent that continued use of the premises is unreasonable, Restaurant Operator may on written notice to the County delivered within thirty (30) days after the damage has occurred, terminate this Agreement without any liability of Restaurant Operator to the County, except for the payment of concession fees accrued on the date of such termination. If it does not elect to terminate this Agreement, Restaurant Operator shall, with due diligence, restore the premises to an operative condition as such premises were immediately preceding the partial destruction of same.

ARTICLE XIII INDEMNITY

Restaurant Operator shall protect, indemnify and save harmless the County of Brazoria, Texas, from and against any and all claims, demands and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property, occurring on the premises or in any manner growing out of or connected with its use and occupation of the premises during the term of this Agreement. Restaurant Operator shall give the County prompt notice of claim coming to its knowledge that in any way directly or indirectly affects either Restaurant Operator or the County of Brazoria. All parties shall have the right to participate in the defense of claim to the extent of its interest.

**ARTICLE XIV
NON - DISCRIMINATION POLICY**

Restaurant Operator shall not engage in any discriminatory actions against or towards its agents, employees, independent contractors, its customers or the general public. Those discriminatory practices prescribed by both Federal law and the laws of the State of Texas, all Federal Aviation Administration regulations and rules regarding discrimination are applicable and shall be observed by the Restaurant Operator. Restaurant Operator further has the duty to remediate any discriminatory conduct it discovers as the result of conduct of its agents, employees, and/or independent contractors. Failure to strictly follow this policy shall be grounds for termination of this agreement.

**ARTICLE XV
NOTICES**

Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

LESSOR: Aviation Director
 Texas Gulf Coast Regional Airport
 8000 Airport Way
 Angleton, Texas 77515

LESSEE: Yannera Ou
 7915 Airport Way
 Angleton, Texas 77515

or such other address as Restaurant Operator may from time to time designate by written notice to the County.

**ARTICLE XVI
GENERAL CLAUSES**

- (A) This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.
- (B) Any and all provisions and clauses in this Agreement can be amended or deleted by the County and the Restaurant Operator by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum. On the termination of this Agreement for any reason, the County shall have full authority to re-enter and take full possession of the concession premises without necessity of obtaining any legal process.

All property of Restaurant Operator, which does not become the property of the County of Brazoria, shall be removed by it at such termination. If such property is not removed within ten (10) days after the termination or expiration of this Agreement, then in that event it shall become the property of the County of Brazoria.

- (C) Venue for any litigation or disputes arising from this contract shall be in Brazoria County, Texas.
- (D) In the event of a breach of any of the covenants, conditions or obligations herein by the Restaurant Operator, or if it becomes necessary for County to enforce its rights because of said default, Restaurant Operator agrees to pay to County reasonable and necessary attorneys fees and expenses as a result of any dispute resolution or litigation.

**ARTICLE XVII
INDEPENDENT CONTRACTOR**

This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and any employee or agent of Restaurant Operator. Restaurant Operator shall at all times be deemed to be an independent contractor. Restaurant Operator is not authorized to bind the County to any agreements or obligations. The County shall not be liable for any acts or omissions of Restaurant Operator, its employees, or its agents in performing the duties prescribed herein. The right of Restaurant Operator to occupy the premises granted by this Agreement shall continue only so long as all the terms of this Agreement are strictly and promptly adhered to by Restaurant Operator.

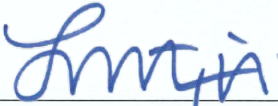
**ARTICLE XVIII
TERMINATION**

If in the judgment of the County the manner of operation of the concession or the quality of merchandise or service does not meet the requirements of this Agreement, or if Restaurant Operator is in default of any other term of this Agreement, the County shall give Restaurant Operator a written notice specifying the particulars of the unsatisfactory performance or default. Within thirty (30) days after receipt by it of such notice, County may terminate this Agreement. The decision of County on any such matter shall be final.


Executed, this 26th day of November, 2024.

BRAZORIA COUNTY

RESTAURANT OPERATOR



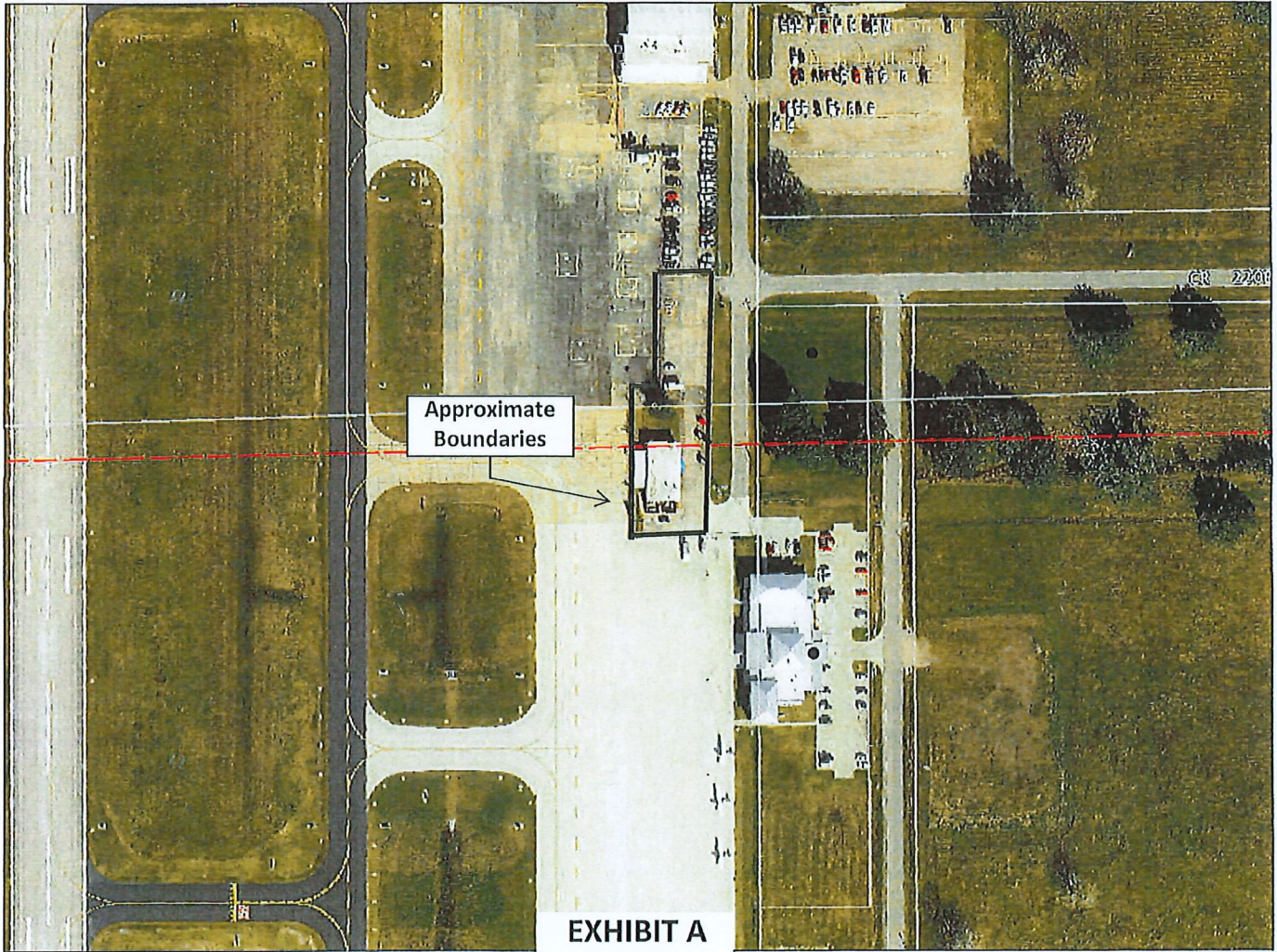
 L. M. "Matt" Sebesta, Jr.
 County Judge



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3/5/2019

Brazoria County - Landscape



http://bartoncreek/landscape/#map/e_-10626867,-10626171,3389635,3390068,102113

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9.

11/26/2024

Out of State Travel

Consider and approve out of state travel for Airport Director to attend AAEE Policy Review Committee meeting in San Diego, California, December 9-10, 2024, in accordance with his member duties.

Further, expenses will not be paid by airport budget.

Good afternoon, AAAE Policy Review Council

The AAAE Policy Review Council In-Person Meeting will take place on Tuesday, December 10, 2024, in San Diego, CA. We have a block of rooms setup at the [Omni San Diego Hotel](#) (675 L St, San Diego, CA 92101), the group rate is \$279 plus tax and you can submit for reimbursement from your PRC Travel Account. Please complete the form via the link below, and I can make your hotel reservation at the Omni.

To assist you in travel planning, we would like to provide the following details –

Monday, December 9, 2024

6:30 p.m. Dinner

Tuesday, December 10, 2024

9 a.m. – 3 p.m. AAAE Policy Review Council Meeting at the San Diego International Airport

Breakfast will begin at 8:30 a.m.

Please fill out the form via this link, [RSVP Link](#) and submit the form by **Friday, November 15** so I can make your hotel reservation.

If you have any questions or need any other information, feel free to contact Jacky Sher Raker at (703) 801-5180 (cell) or email jacky.sherraker@aaae.org.

Erin O'Connor
Senior Manager, Leadership and Events
e. erin.oconnor@aaae.org
p. 703.797.2520 | c. 914.263.6638

American Association of Airport Executives

The Barclay Building | 601 Madison Street | Alexandria, VA 22314



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.10.

11/26/2024

Payment of Bills

That the checks payable through Monday, November 25, 2024 be approved for payment in accordance with Local Government Code 115.021



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11.

11/26/2024

FY 2025: Funding for Use of Military Vehicles

Approve payment to Brazoria County Military Museum for use of military vehicles for County of Brazoria as support during disasters. The rate is \$100.00 per hour for five hours of service time.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12.

11/26/2024

Auditor's Monthly Report

Accept the County Auditor's Monthly Report for October 2024 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT



For the Month Ended
October 31, 2024

BRAZORIA COUNTY, TEXAS
MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA
County Auditor

BRAZORIA COUNTY, TEXAS
Unaudited Monthly Financial Report

As of
October 31, 2024

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Note: Charts and other information provided in accordance with (Local Govt Code §114.023(b)(1) and §114.025 (a)(5))

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. LOCUST, SUITE 403
ANGLETON, TX 77515



TELEPHONE:
Courthouse (979) 864-1276
Brazosport (979) 388-1276
Houston (281) 756-1276

November 26, 2024

The Board of Judges
The Commissioners' Court
Brazoria County, Texas

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the month ended October 31, **2024** is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

Due to the size of the county, and the significant volume of financial information contained in the books and records, our office has chosen not to present each fund individually monthly. Rather, we have identified a group of funds composed of two of the County's major funds and their sub-funds (General, Road and Bridge), along with other funds which are typically brought before Court on a budgetary basis (Law Library, Mosquito Control, and Airport). Should you desire to see detailed information contained in a fund which has not been identified as most relevant for monthly presentation, please contact my office and we will be happy to assist you.

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers, when applicable, includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2025. Our intention is for this reporting to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 237 E. Locust, Suite 403 Angleton, Texas 77515.

Respectfully submitted,

Kaysie Stewart

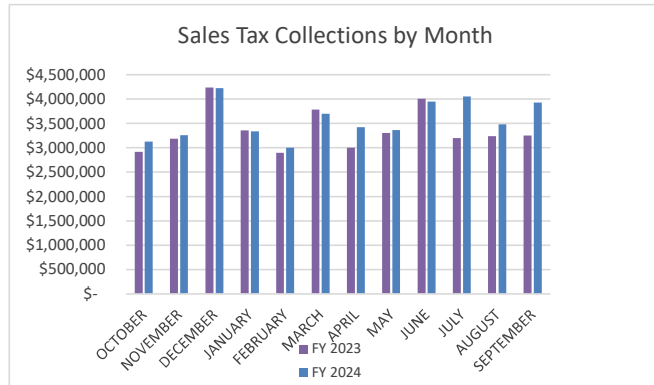
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2024

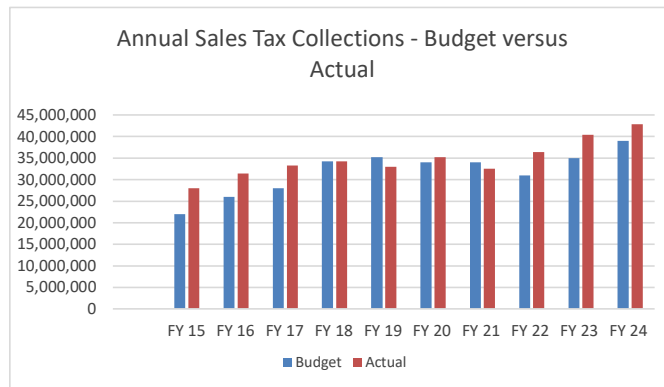
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2023	FY 2024	DIFF	%
OCTOBER	\$ 2,918,977	\$ 3,129,605	\$ 210,628	7.22%
NOVEMBER	\$ 3,187,114	\$ 3,258,002	\$ 70,888	2.22%
DECEMBER	\$ 4,235,575	\$ 4,222,460	\$ (13,115)	-0.31%
JANUARY	\$ 3,358,801	\$ 3,336,617	\$ (22,184)	-0.66%
FEBRUARY	\$ 2,896,108	\$ 3,005,923	\$ 109,815	3.79%
MARCH	\$ 3,784,669	\$ 3,699,623	\$ (85,046)	-2.25%
APRIL	\$ 3,004,854	\$ 3,422,540	\$ 417,686	13.90%
MAY	\$ 3,304,495	\$ 3,365,688	\$ 61,193	1.85%
JUNE	\$ 4,007,709	\$ 3,946,694	\$ (61,015)	-1.52%
JULY	\$ 3,198,125	\$ 4,050,506	\$ 852,381	26.65%
AUGUST	\$ 3,237,062	\$ 3,480,157	\$ 243,095	7.51%
SEPTEMBER	\$ 3,255,439	\$ 3,929,890	\$ 674,451	20.72%
TOTAL	\$ 40,388,928	\$ 42,847,704	\$ 2,458,776	79.12%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitt	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT / DEC	1,916,231	2,173,364	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605
NOV / JAN	2,008,770	2,236,932	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002
DEC / FEB	2,923,787	3,183,078	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460
JAN / MAR	2,201,924	2,603,433	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617
FEB / APR	2,045,674	2,299,393	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923
MAR / MAY	2,614,470	2,864,527	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623
APR / JUN	2,404,823	2,689,329	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540
MAY / JUL	2,206,575	2,694,989	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688
JUN / AUG	2,736,537	3,015,791	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694
JUL / SEPT	2,403,914	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506
AUG / OCT	2,220,279	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157
SEP / NOV	2,322,636	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890



SALES TAX BY FISCAL YEAR

	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Budget	22,000,000	26,000,000	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000
Actual	28,005,620	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,704



Aggregate Revenue for Year 2025

10/01/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	118,515,798	(3,498,234)	115,017,564	151,191	(114,866,373)
Other Constitutional Tax	42,500,000	-	42,500,000	-	(42,500,000)
Penalty and Interest	720,000	-	720,000	26,062	(693,938)
Licenses and Permits	2,315,500	-	2,315,500	98,547	(2,216,953)
Grant Revenue	488,000	-	488,000	846	(487,154)
Shared Revenue	641,001	-	641,001	33	(640,968)
Fees of Office	6,733,400	-	6,733,400	295,354	(6,438,046)
Library Revenue Fees	68,075	-	68,075	5,899	(62,176)
Legislative Fees	967,596	-	967,596	82,937	(884,659)
Other Fees	865,000	-	865,000	65,788	(799,212)
Fines and Forfeitures	2,244,500	-	2,244,500	276,014	(1,968,486)
Investment Income	3,831,786	-	3,831,786	543,058	(3,288,728)
Sale of Assets	21,000	-	21,000	-	(21,000)
Miscellaneous Revenue	2,416,470	-	2,416,470	33,862	(2,382,608)
Total Fund: 10000	182,328,126	(3,498,234)	178,829,892	1,579,591	(177,250,301)
Fund: 10200-Juv Prob Fees					
Other Fees	5,500	-	5,500	32	(5,468)
Investment Income	1,200	-	1,200	33	(1,167)
Total Fund: 10200	6,700	-	6,700	65	(6,635)
Fund: 10350-Sheriff Special Response Team					
Investment Income	1,000	-	1,000	24	(976)
Transfers	20,000	-	20,000	-	(20,000)
Total Fund: 10350	21,000	-	21,000	24	(20,976)
Fund: 10351-Sheriff Drone Team					
Transfers	15,000	-	15,000	-	(15,000)
Total Fund: 10351	15,000	-	15,000	-	(15,000)
Fund: 10352-Sheriff Marine Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10352	10,000	-	10,000	-	(10,000)
Fund: 10353-Sheriff Dive Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10353	10,000	-	10,000	-	(10,000)
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	15,500	-	15,500	10,850	(4,650)
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	135,500	-	135,500	10,850	(124,650)
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	15	15
Investment Income	40,000	-	40,000	2,341	(37,659)
Total Fund: 10500	40,000	-	40,000	2,356	(37,644)
Fund: 10600-Fire Training Field					
Investment Income	800	-	800	28	(772)



Aggregate Revenue for Year 2025

10/01/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Total Fund: 10600	800	-	800	28	(772)
Fund: 10700-Parks Special Events					
Investment Income	1,500	-	1,500	53	(1,447)
Contributions	2,000	-	2,000	-	(2,000)
Total Fund: 10700	3,500	-	3,500	53	(3,447)
Fund: 10710-Parks SFA Special Projects					
Other Fees	1,200	-	1,200	-	(1,200)
Investment Income	-	-	-	20	20
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	1,200	-	1,200	20	(1,180)
Fund: 10850-CPS-Donations					
Investment Income	1,500	-	1,500	75	(1,425)
Contributions	4,000	-	4,000	954	(3,046)
Total Fund: 10850	5,500	-	5,500	1,029	(4,471)
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,675,463	-	39,675,463	49,539	(39,625,924)
Penalty and Interest	264,000	-	264,000	10,243	(253,757)
Grant Revenue	80,000	-	80,000	83,903	3,903
Shared Revenue	2,800,000	-	2,800,000	(14,440)	(2,814,440)
Fees of Office	18,000	-	18,000	(1,923)	(19,923)
Road and Bridge Fees	810,000	-	810,000	95,133	(714,867)
Investment Income	1,000,000	-	1,000,000	131,864	(868,136)
Miscellaneous Revenue	500,000	-	500,000	498,192	(1,808)
Total Fund: 20000	45,147,463	-	45,147,463	852,510	(44,294,953)
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	(1)	(1)
Total Fund: 20500	-	-	-	(1)	(1)
Fund: 39800-Law Library					
Legislative Fees	190,000	-	190,000	19,678	(170,322)
Investment Income	28,000	-	28,000	857	(27,143)
Miscellaneous Revenue	10,500	-	10,500	1,137	(9,363)
Transfers	70,000	-	70,000	-	(70,000)
Total Fund: 39800	298,500	-	298,500	21,672	(276,828)
Fund: 39900-Mosquito Control District					
Tax Revenue	2,757,990	-	2,757,990	3,956	(2,754,034)
Penalty and Interest	13,700	-	13,700	537	(13,163)
Fees of Office	-	-	-	1	1
Investment Income	100,000	-	100,000	1,077	(98,923)
Total Fund: 39900	2,871,690	-	2,871,690	5,571	(2,866,119)



Aggregate Revenue for Year 2025

10/01/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	1,125,260	-	1,125,260	1,498	(1,123,762)
Penalty and Interest	7,000	-	7,000	287	(6,713)
Investment Income	55,000	-	55,000	3,638	(51,362)
Total Fund: 41000	1,187,260	-	1,187,260	5,423	(1,181,837)
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,035,397	-	2,035,397	2,679	(2,032,718)
Penalty and Interest	13,000	-	13,000	542	(12,458)
Investment Income	10,000	-	10,000	173	(9,827)
Total Fund: 42000	2,058,397	-	2,058,397	3,393	(2,055,004)
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	672,949	-	672,949	980	(671,969)
Penalty and Interest	5,200	-	5,200	227	(4,973)
Investment Income	47,000	-	47,000	1,002	(45,998)
Total Fund: 42100	725,149	-	725,149	2,209	(722,940)
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	3,600,667	-	3,600,667	5,439	(3,595,228)
Penalty and Interest	16,225	-	16,225	593	(15,632)
Investment Income	260,000	-	260,000	4,393	(255,607)
Total Fund: 42200	3,876,892	-	3,876,892	10,425	(3,866,467)
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	58	58
Penalty and Interest	-	-	-	50	50
Total Fund: 44000	-	-	-	108	108
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	2,554,065	-	2,554,065	3,130	(2,550,935)
Penalty and Interest	24,000	-	24,000	974	(23,026)
Investment Income	200,000	-	200,000	9,172	(190,828)
Total Fund: 45000	2,778,065	-	2,778,065	13,276	(2,764,789)
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	1	1
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,867,411	-	3,867,411	279,868	(3,587,543)
Total Fund: 60500	3,867,411	-	3,867,411	279,869	(3,587,542)
Report Total	245,388,153	(3,498,234)	241,889,919	2,788,471	(239,101,448)



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	838,242	-	838,242	-	(59,778)	778,464	7%
Operating Expenditures	54,300	-	54,300	(580)	-	53,720	1%
	892,542	-	892,542	(580)	(59,778)	832,184	7%
10100 Comm. South Service Center							
Salaries & Benefits	462,051	-	462,051	-	(33,260)	428,791	7%
Operating Expenditures	11,775	-	11,775	(769)	(387)	10,619	10%
	473,826	-	473,826	(769)	(33,647)	439,410	7%
10200 Comm. Central Service Center							
Salaries & Benefits	487,858	-	487,858	-	(36,481)	451,377	7%
Operating Expenditures	8,900	-	8,900	-	-	8,900	0%
	496,758	-	496,758	-	(36,481)	460,277	7%
10300 Comm. North Service Center							
Salaries & Benefits	521,321	-	521,321	-	(34,239)	487,082	7%
Operating Expenditures	12,471	-	12,471	(850)	(25)	11,596	7%
	533,792	-	533,792	(850)	(34,264)	498,678	7%
10400 Comm. West Service Center							
Salaries & Benefits	513,794	-	513,794	-	(38,371)	475,423	7%
Operating Expenditures	26,400	-	26,400	(400)	-	26,000	2%
	540,194	-	540,194	(400)	(38,371)	501,423	7%
12000 County Clerk							
Salaries & Benefits	3,180,005	-	3,180,005	-	(232,061)	2,947,944	7%
Operating Expenditures	51,800	-	51,800	(12,892)	(533)	38,375	26%
	3,231,805	-	3,231,805	(12,892)	(232,594)	2,986,319	8%
13000 Veteran's Service							
Salaries & Benefits	255,625	-	255,625	-	(17,809)	237,816	7%
Operating Expenditures	8,550	-	8,550	(736)	(355)	7,459	13%
	264,175	-	264,175	(736)	(18,164)	245,275	7%
14000 Emergency Management							
Salaries & Benefits	480,256	-	480,256	-	(38,310)	441,946	8%
Operating Expenditures	55,600	-	55,600	(7,966)	(16,332)	31,302	44%
	535,856	-	535,856	(7,966)	(54,642)	473,248	12%
14900 Non-Departmental							
Salaries & Benefits	-	-	-	-	-	-	0%
Operating Expenditures	9,624,597	(117,150)	9,507,447	(189,801)	(350,554)	8,967,092	6%
Capital	5,000	-	5,000	-	-	5,000	0%
Transfers	1,600,000	-	1,600,000	-	-	1,600,000	0%
	11,229,597	(117,150)	11,112,447	(189,801)	(350,554)	10,572,092	5%
15001 County Court at Law 1							
Salaries & Benefits	485,447	-	485,447	-	(36,530)	448,917	8%
Operating Expenditures	287,275	-	287,275	(2,500)	(14,216)	270,559	6%
	772,722	-	772,722	(2,500)	(50,746)	719,476	7%
15002 County Court at Law 2							
Salaries & Benefits	490,187	-	490,187	-	(35,248)	454,939	7%
Operating Expenditures	349,530	-	349,530	(685)	(14,700)	334,145	4%
	839,717	-	839,717	(685)	(49,948)	789,084	6%
15003 County Court at Law 3							
Salaries & Benefits	501,707	-	501,707	-	(37,222)	464,485	7%
Operating Expenditures	308,059	-	308,059	(954)	(14,855)	292,250	5%
	809,766	-	809,766	(954)	(52,077)	756,735	7%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
15004 County Court at Law 4							
Salaries & Benefits	536,677	-	536,677	-	(39,940)	496,737	7%
Operating Expenditures	365,200	-	365,200	(3,125)	(6,703)	355,371	3%
	901,877	-	901,877	(3,125)	(46,644)	852,108	6%
15900 Probate Court Investigations							
Salaries & Benefits	201,090	-	201,090	-	(15,113)	185,977	8%
Operating Expenditures	5,044	-	5,044	-	-	5,044	0%
	206,134	-	206,134	-	(15,113)	191,021	7%
16000 District Courts							
Salaries & Benefits	909,193	-	909,193	-	(72,887)	836,306	8%
Operating Expenditures	223,100	-	223,100	(10,386)	(4,242)	208,472	7%
	1,132,293	-	1,132,293	(10,386)	(77,129)	1,044,778	8%
16023 District Court-23rd							
Salaries & Benefits	24,805	-	24,805	-	-	24,805	0%
	24,805	-	24,805	-	-	24,805	0%
16149 District Court-149th							
Salaries & Benefits	306,577	-	306,577	-	(22,922)	283,655	7%
Operating Expenditures	636,500	-	636,500	-	(48,855)	587,645	8%
	943,077	-	943,077	-	(71,777)	871,300	8%
16239 District Court-239th							
Salaries & Benefits	310,025	-	310,025	-	(23,039)	286,986	7%
Operating Expenditures	755,000	-	755,000	-	(13,381)	741,619	2%
	1,065,025	-	1,065,025	-	(36,420)	1,028,605	3%
16300 District Court-300th							
Salaries & Benefits	322,404	-	322,404	-	(24,160)	298,244	7%
Operating Expenditures	610,000	-	610,000	-	(6,918)	603,083	1%
Transfers	450,000	-	450,000	-	-	450,000	0%
	1,382,404	-	1,382,404	-	(31,077)	1,351,327	2%
16412 District Court-412th							
Salaries & Benefits	320,350	-	320,350	-	(24,021)	296,329	7%
Operating Expenditures	1,030,000	-	1,030,000	-	(36,423)	993,577	4%
	1,350,350	-	1,350,350	-	(60,444)	1,289,906	4%
16461 District Court-461st							
Salaries & Benefits	305,330	-	305,330	-	(22,838)	282,492	7%
Operating Expenditures	365,000	-	365,000	-	(34,025)	330,975	9%
	670,330	-	670,330	-	(56,863)	613,467	8%
17000 District Clerk							
Salaries & Benefits	3,311,231	-	3,311,231	-	(234,889)	3,076,342	7%
Operating Expenditures	82,200	-	82,200	(27,825)	(75)	54,300	34%
	3,393,431	-	3,393,431	(27,825)	(234,964)	3,130,642	8%
18110 Justice of the Peace 1,1							
Salaries & Benefits	614,670	-	614,670	-	(45,185)	569,485	7%
Operating Expenditures	23,183	-	23,183	(5,300)	(330)	17,553	24%
	637,853	-	637,853	(5,300)	(45,515)	587,038	8%
18120 Justice of the Peace 1,2							
Salaries & Benefits	637,663	-	637,663	-	(47,842)	589,821	8%
Operating Expenditures	93,500	-	93,500	(51,480)	(5,805)	36,215	61%
	731,163	-	731,163	(51,480)	(53,647)	626,036	14%
18210 Justice of the Peace 2,1							
Salaries & Benefits	606,905	-	606,905	-	(40,490)	566,415	7%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	15,440	-	15,440	(1,734)	(1,506)	12,200	21%
18220 Justice of the Peace 2,2	622,345	-	622,345	(1,734)	(41,995)	578,615	7%
Salaries & Benefits	614,145	-	614,145	-	(41,719)	572,426	7%
Operating Expenditures	22,700	-	22,700	(3,500)	-	19,200	15%
	636,845	-	636,845	(3,500)	(41,719)	591,626	7%
18310 Justice of the Peace 3,1							
Salaries & Benefits	547,118	-	547,118	-	(36,603)	510,515	7%
Operating Expenditures	17,900	-	17,900	(4,264)	(330)	13,306	26%
	565,018	-	565,018	(4,264)	(36,933)	523,821	7%
18320 Justice of the Peace 3,2							
Salaries & Benefits	526,866	-	526,866	-	(40,589)	486,277	8%
Operating Expenditures	17,900	-	17,900	-	-	17,900	0%
	544,766	-	544,766	-	(40,589)	504,177	7%
18410 Justice of the Peace 4,1							
Salaries & Benefits	612,643	-	612,643	-	(46,075)	566,568	8%
Operating Expenditures	17,550	-	17,550	-	(330)	17,220	2%
	630,193	-	630,193	-	(46,405)	583,788	7%
18420 Justice of the Peace 4,2							
Salaries & Benefits	703,564	-	703,564	-	(52,895)	650,669	8%
Operating Expenditures	51,450	-	51,450	(71)	(781)	50,598	2%
	755,014	-	755,014	(71)	(53,676)	701,267	7%
19000 Judicial Miscellaneous							
Salaries & Benefits	432,105	-	432,105	-	(25,152)	406,953	6%
Operating Expenditures	1,885,750	-	1,885,750	(318,347)	(62,890)	1,504,513	20%
Transfers	250,000	-	250,000	-	-	250,000	0%
	2,567,855	-	2,567,855	(318,347)	(88,042)	2,161,467	16%
19100 Indigent Defense							
Salaries & Benefits	255,479	-	255,479	-	(19,230)	236,249	8%
Operating Expenditures	6,671	-	6,671	-	-	6,671	0%
	262,150	-	262,150	-	(19,230)	242,920	7%
19200 Bail Bond Board							
Salaries & Benefits	148,776	-	148,776	-	(11,021)	137,755	7%
Operating Expenditures	5,500	-	5,500	-	-	5,500	0%
	154,276	-	154,276	-	(11,021)	143,255	7%
19300 District Attorney							
Salaries & Benefits	10,631,812	(73,634)	10,558,178	-	(780,530)	9,777,648	7%
Operating Expenditures	208,700	-	208,700	(91,835)	(2,974)	113,892	45%
Capital	202,268	18,634	220,902	-	-	220,902	0%
Transfers	132,000	-	132,000	-	-	132,000	0%
	11,174,780	(55,000)	11,119,780	(91,835)	(783,504)	10,244,441	8%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,315,622	-	2,315,622	-	(186,661)	2,128,961	8%
Operating Expenditures	19,450	-	19,450	(7,668)	(32)	11,750	40%
	2,335,072	-	2,335,072	(7,668)	(186,692)	2,140,711	8%
20200 Purchasing							
Salaries & Benefits	852,133	-	852,133	-	(63,874)	788,259	7%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	41,100	-	41,100	(12,267)	(113)	28,720	30%
	893,233	-	893,233	(12,267)	(63,987)	816,979	9%
20300 County Treasurer							
Salaries & Benefits	421,675	-	421,675	-	(31,616)	390,059	7%
Operating Expenditures	92,670	-	92,670	(56,350)	(3,795)	32,525	65%
	514,345	-	514,345	(56,350)	(35,411)	422,585	18%
20400 Human Resources							
Salaries & Benefits	1,083,820	-	1,083,820	-	(76,209)	1,007,611	7%
Operating Expenditures	117,817	-	117,817	(91,199)	(4,503)	22,115	81%
	1,201,637	-	1,201,637	(91,199)	(80,712)	1,029,726	14%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,434,945	-	4,434,945	-	(311,220)	4,123,725	7%
Operating Expenditures	207,700	-	207,700	(82,196)	(15,271)	110,233	47%
Capital	37,350	-	37,350	-	-	37,350	0%
	4,679,995	-	4,679,995	(82,196)	(326,491)	4,271,308	9%
22000 Information Systems							
Salaries & Benefits	3,965,218	-	3,965,218	-	(296,799)	3,668,419	7%
Operating Expenditures	7,995,303	(2,000)	7,993,303	(1,137,602)	(1,311,127)	5,544,574	31%
Debt Services	290,000	-	290,000	-	-	290,000	0%
Capital	436,200	-	436,200	-	-	436,200	0%
	12,686,721	(2,000)	12,684,721	(1,137,602)	(1,607,926)	9,939,193	22%
23000 Appraisal District Assessment							
Operating Expenditures	1,136,080	-	1,136,080	-	(260,532)	875,548	23%
	1,136,080	-	1,136,080	-	(260,532)	875,548	23%
24000 Elections							
Salaries & Benefits	851,063	-	851,063	-	(41,163)	809,900	5%
Operating Expenditures	448,850	-	448,850	(41,040)	(246,667)	161,143	64%
Capital	24,000	-	24,000	-	-	24,000	0%
	1,323,913	-	1,323,913	(41,040)	(287,830)	995,043	25%
25000 Facilities Management							
Salaries & Benefits	2,461,823	-	2,461,823	-	(180,034)	2,281,789	7%
Operating Expenditures	3,429,400	-	3,429,400	(911,401)	(8,870)	2,509,129	27%
Capital	335,000	-	335,000	-	-	335,000	0%
	6,226,223	-	6,226,223	(911,401)	(188,904)	5,125,918	18%
26000 Property Insurance							
Operating Expenditures	2,600,000	-	2,600,000	-	-	2,600,000	0%
	2,600,000	-	2,600,000	-	-	2,600,000	0%
30000 County Sheriff							
Salaries & Benefits	23,040,266	-	23,040,266	-	(1,880,197)	21,160,069	8%
Operating Expenditures	3,269,000	200,000	3,469,000	(989,892)	(92,873)	2,386,235	31%
Capital	1,241,550	(168,000)	1,073,550	50,945	(50,945)	1,073,550	0%
Transfers	55,000	-	55,000	-	-	55,000	0%
	27,605,816	32,000	27,637,816	(938,947)	(2,024,015)	24,674,854	11%
30100 Animal Control							
Salaries & Benefits	592,660	-	592,660	-	(51,011)	541,649	9%
Operating Expenditures	87,500	-	87,500	(21,491)	(209)	65,799	25%
Capital	52,000	-	52,000	-	-	52,000	0%
	732,160	-	732,160	(21,491)	(51,220)	659,449	10%
30200 Crime Lab							
Salaries & Benefits	716,055	-	716,055	-	(61,763)	654,292	9%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	315,000	-	315,000	(124,034)	(2,960)	188,006	40%
Capital	25,000	-	25,000	(16,372)	-	8,628	65%
	1,056,055	-	1,056,055	(140,406)	(64,723)	850,926	19%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	232,533	-	232,533	-	(17,286)	215,247	7%
Operating Expenditures	1,550	-	1,550	-	-	1,550	0%
	234,083	-	234,083	-	(17,286)	216,797	7%
32100 Constable-Precinct 1							
Salaries & Benefits	1,166,529	-	1,166,529	-	(104,015)	1,062,514	9%
Operating Expenditures	265,539	-	265,539	(94,058)	(8,633)	162,848	39%
Capital	-	-	-	54,350	(54,350)	-	0%
	1,432,068	-	1,432,068	(39,708)	(166,999)	1,225,361	14%
32200 Constable-Precinct 2							
Salaries & Benefits	1,061,806	-	1,061,806	-	(86,693)	975,113	8%
Operating Expenditures	233,400	-	233,400	(58,921)	(18,132)	156,347	33%
Capital	-	-	-	-	-	-	0%
	1,295,206	-	1,295,206	(58,921)	(104,825)	1,131,460	13%
32300 Constable-Precinct 3							
Salaries & Benefits	1,126,588	-	1,126,588	-	(85,409)	1,041,179	8%
Operating Expenditures	257,800	-	257,800	(72,978)	(1,326)	183,496	29%
Capital	179,700	-	179,700	-	-	179,700	0%
	1,564,088	-	1,564,088	(72,978)	(86,735)	1,404,375	10%
32400 Constable-Precinct 4							
Salaries & Benefits	1,906,710	-	1,906,710	-	(158,270)	1,748,440	8%
Operating Expenditures	228,500	-	228,500	(61,178)	(12,218)	155,104	32%
Capital	51,250	-	51,250	99,160	(150,990)	(580)	101%
	2,186,460	-	2,186,460	37,982	(321,478)	1,902,965	13%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	117,244	-	117,244	-	(6,538)	110,706	6%
Operating Expenditures	66,110	-	66,110	(5,400)	-	60,710	8%
Capital	-	-	-	53,905	(53,905)	-	0%
	183,354	-	183,354	48,505	(60,443)	171,416	7%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	-	96,000	0%
	96,000	-	96,000	-	-	96,000	0%
34100 Fire Protection							
Salaries & Benefits	65,468	-	65,468	-	(5,145)	60,323	8%
Operating Expenditures	558,000	-	558,000	-	(546,799)	11,201	98%
	623,468	-	623,468	-	(551,944)	71,524	89%
34200 Fire Marshal							
Transfers	310,000	-	310,000	-	-	310,000	0%
	310,000	-	310,000	-	-	310,000	0%
35000 Detention Center							
Salaries & Benefits	15,609,080	-	15,609,080	-	(1,332,786)	14,276,294	9%
Operating Expenditures	9,540,000	-	9,540,000	(3,738,967)	(1,233,441)	4,567,592	52%
Capital	196,000	-	196,000	(8,999)	-	187,001	5%
	25,345,080	-	25,345,080	(3,747,966)	(2,566,227)	19,030,887	25%
36000 Juvenile Probation							
Salaries & Benefits	8,671,867	-	8,671,867	-	(612,896)	8,058,971	7%
Operating Expenditures	1,547,201	-	1,547,201	(994,309)	(125,980)	426,912	72%
Capital	50,000	-	50,000	16,700	(16,700)	50,000	0%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Transfers	610,000	-	610,000	-	-	610,000	0%
	10,879,068	-	10,879,068	(977,609)	(755,576)	9,145,883	16%
40000 Adult Probation							
Operating Expenditures	266,350	117,150	383,500	(22,889)	(247)	360,364	6%
Transfers	92,000	-	92,000	-	-	92,000	0%
	358,350	117,150	475,500	(22,889)	(247)	452,364	5%
45000 Health							
Salaries & Benefits	599,975	-	599,975	-	(41,512)	558,463	7%
Operating Expenditures	94,600	2,000	96,600	(21,323)	(2,778)	72,499	25%
Transfers	2,000	-	2,000	-	-	2,000	0%
	696,575	2,000	698,575	(21,323)	(44,290)	632,962	9%
45200 Indigent Health Care							
Salaries & Benefits	200,900	-	200,900	-	(12,397)	188,503	6%
Operating Expenditures	2,439,605	-	2,439,605	(175,610)	(19,931)	2,244,063	8%
	2,640,505	-	2,640,505	(175,610)	(32,328)	2,432,567	8%
45300 Water Lab							
Salaries & Benefits	232,751	-	232,751	-	(10,741)	222,010	5%
Operating Expenditures	54,450	-	54,450	(1,739)	(755)	51,956	5%
	287,201	-	287,201	(1,739)	(11,496)	273,967	5%
46000 Children Protective Services							
Operating Expenditures	94,400	-	94,400	(222)	(771)	93,407	1%
Transfers	40,000	-	40,000	-	-	40,000	0%
	134,400	-	134,400	(222)	(771)	133,407	1%
47000 Environmental Health							
Salaries & Benefits	1,423,159	-	1,423,159	-	(102,028)	1,321,131	7%
Operating Expenditures	98,090	-	98,090	(8,946)	(347)	88,797	9%
Transfers	120,000	-	120,000	-	-	120,000	0%
	1,641,249	-	1,641,249	(8,946)	(102,375)	1,529,928	7%
49000 County Welfare							
Salaries & Benefits	60,688	-	60,688	-	(7,460)	53,228	12%
Operating Expenditures	13,400	-	13,400	(1,650)	(55)	11,695	13%
	74,088	-	74,088	(1,650)	(7,515)	64,923	12%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	-	268,800	0%
	268,800	-	268,800	-	-	268,800	0%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%
53000 Marine Protection Service							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%
55000 Library Administration							
Salaries & Benefits	6,973,810	-	6,973,810	-	(522,572)	6,451,238	7%
Operating Expenditures	1,699,338	-	1,699,338	(979,306)	(80,823)	639,209	62%
Capital	209,419	-	209,419	-	-	209,419	0%
	8,882,567	-	8,882,567	(979,306)	(603,396)	7,299,866	18%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
56000 Parks							
Salaries & Benefits	4,013,411	-	4,013,411	-	(281,886)	3,731,525	7%
Operating Expenditures	1,357,050	-	1,357,050	(413,887)	(44,211)	898,952	34%
Capital	630,000	-	630,000	(38,301)	(30,184)	561,515	11%
	6,000,461	-	6,000,461	(452,188)	(356,281)	5,191,992	13%
57000 Fairgrounds							
Salaries & Benefits	76,930	-	76,930	-	(5,730)	71,200	7%
Operating Expenditures	285,540	-	285,540	(33,230)	(3,070)	249,240	13%
Capital	775,000	-	775,000	-	-	775,000	0%
	1,137,470	-	1,137,470	(33,230)	(8,800)	1,095,440	4%
58000 Museum							
Salaries & Benefits	646,493	-	646,493	-	(43,923)	602,570	7%
Operating Expenditures	26,932	-	26,932	(1,877)	(75)	24,980	7%
Capital	325,302	-	325,302	-	-	325,302	0%
	998,727	-	998,727	(1,877)	(43,998)	952,852	5%
60000 Agriculture Extension							
Salaries & Benefits	524,775	-	524,775	-	(39,632)	485,143	8%
Operating Expenditures	58,700	-	58,700	(8,689)	(3,457)	46,555	21%
	583,475	-	583,475	(8,689)	(43,088)	531,698	9%
65000 Flood Plain Administrator							
Salaries & Benefits	326,999	-	326,999	-	(23,256)	303,743	7%
Operating Expenditures	12,400	-	12,400	-	(100)	12,300	1%
Capital	-	55,000	55,000	(49,895)	-	5,105	91%
	339,399	55,000	394,399	(49,895)	(23,356)	321,148	19%
Total Fund: 10000	182,328,126	32,000	182,360,126	(10,744,828)	(14,093,866)	157,521,433	14%
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	9,300	-	9,300	-	-	9,300	0%
	9,300	-	9,300	-	-	9,300	0%
Total Fund: 10200	9,300	-	9,300	-	-	9,300	0%
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	-	-	20,000	0%
	20,000	-	20,000	-	-	20,000	0%
Total Fund: 10350	20,000	-	20,000	-	-	20,000	0%
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	15,000	-	15,000	-	-	15,000	0%
	15,000	-	15,000	-	-	15,000	0%
Total Fund: 10351	15,000	-	15,000	-	-	15,000	0%
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	-	-	10,000	0%
	10,000	-	10,000	-	-	10,000	0%
Total Fund: 10352	10,000	-	10,000	-	-	10,000	0%
Fund: 10353-Sheriff Dive Team							



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	-	-	10,000	0%
	10,000	-	10,000	-	-	10,000	0%
Total Fund: 10353	10,000	-	10,000	-	-	10,000	0%
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,439	-	219,439	-	(14,858)	204,581	7%
	219,439	-	219,439	-	(14,858)	204,581	7%
Total Fund: 10400	219,439	-	219,439	-	(14,858)	204,581	7%
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
Total Fund: 10600	2,000	-	2,000	-	-	2,000	0%
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(1,000)	-	1,000	50%
	2,000	-	2,000	(1,000)	-	1,000	50%
Total Fund: 10700	2,000	-	2,000	(1,000)	-	1,000	50%
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	-	-	1,000	0%
	1,000	-	1,000	-	-	1,000	0%
Total Fund: 10710	1,000	-	1,000	-	-	1,000	0%
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	23,600	-	23,600	(1,021)	(579)	22,000	7%
	23,600	-	23,600	(1,021)	(579)	22,000	7%
Total Fund: 10850	23,600	-	23,600	(1,021)	(579)	22,000	7%
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	10,000	-	10,000	-	(1,420)	8,580	14%
	10,000	-	10,000	-	(1,420)	8,580	14%
71000 RB South Service Center							
Salaries & Benefits	3,719,227	(193,000)	3,526,227	-	(269,217)	3,257,010	8%
Operating Expenditures	2,160,000	100,000	2,260,000	(636,667)	(20,745)	1,602,589	29%
Capital	164,732	-	164,732	(73,390)	(76,520)	14,822	91%
	6,043,959	(93,000)	5,950,959	(710,057)	(366,482)	4,874,421	18%
72000 RB Central Service Center							
Salaries & Benefits	3,678,418	(288,000)	3,390,418	-	(259,303)	3,131,115	8%
Operating Expenditures	2,160,000	125,000	2,285,000	(584,053)	(77,900)	1,623,047	29%
Capital	750,000	-	750,000	(542,767)	(186,946)	20,287	97%
	6,588,418	(163,000)	6,425,418	(1,126,820)	(524,150)	4,774,448	26%
73000 RB North Service Center							
Salaries & Benefits	3,595,365	(33,000)	3,562,365	-	(247,625)	3,314,740	7%



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	2,180,000	100,000	2,280,000	(454,067)	(81,655)	1,744,278	23%
Capital	730,001	-	730,001	(697,521)	(5,919)	26,560	96%
	6,505,366	67,000	6,572,366	(1,151,588)	(335,199)	5,085,579	23%
74000 RB West Service Center							
Salaries & Benefits	3,813,972	(331,000)	3,482,972	-	(252,424)	3,230,548	7%
Operating Expenditures	2,160,000	200,000	2,360,000	(550,514)	(34,081)	1,775,405	25%
Capital	750,000	-	750,000	(736,192)	-	13,808	98%
	6,723,972	(131,000)	6,592,972	(1,286,707)	(286,505)	5,019,761	24%
75000 Engineer's Office							
Salaries & Benefits	2,323,311	-	2,323,311	-	(170,048)	2,153,263	7%
Operating Expenditures	1,392,267	175,000	1,567,267	(188,120)	(4,340)	1,374,807	12%
Capital	50,000	-	50,000	(45,675)	-	4,325	91%
Transfers	2,300,000	-	2,300,000	-	-	2,300,000	0%
	6,065,578	175,000	6,240,578	(233,795)	(174,388)	5,832,395	7%
Total Fund: 20000	31,937,293	(145,000)	31,792,293	(4,508,966)	(1,688,143)	25,595,184	19%
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	193,000	193,000	-	(9,214)	183,786	5%
Operating Expenditures	1,750,000	-	1,750,000	(226,031)	(76,569)	1,447,400	17%
	1,750,000	193,000	1,943,000	(226,031)	(85,784)	1,631,186	16%
72000 RB Central Service Center							
Salaries & Benefits	-	288,000	288,000	-	(4,452)	283,548	2%
Operating Expenditures	1,750,000	-	1,750,000	(45,288)	-	1,704,712	3%
	1,750,000	288,000	2,038,000	(45,288)	(4,452)	1,988,260	2%
73000 RB North Service Center							
Salaries & Benefits	-	33,000	33,000	-	-	33,000	0%
Operating Expenditures	1,750,000	-	1,750,000	-	-	1,750,000	0%
	1,750,000	33,000	1,783,000	-	-	1,783,000	0%
74000 RB West Service Center							
Salaries & Benefits	-	331,000	331,000	-	(19,741)	311,259	6%
Operating Expenditures	1,750,000	-	1,750,000	(221,800)	-	1,528,200	13%
	1,750,000	331,000	2,081,000	(221,800)	(19,741)	1,839,459	12%
75000 Engineer's Office							
Operating Expenditures	1,250,000	(480,357)	769,643	(219,643)	-	550,000	29%
Capital	9,375,000	(219,643)	9,155,357	(30,103)	-	9,125,254	0%
	10,625,000	(700,000)	9,925,000	(249,746)	-	9,675,254	3%
Total Fund: 20500	17,625,000	145,000	17,770,000	(742,865)	(109,977)	16,917,159	5%
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	88,877	-	88,877	-	(6,692)	82,185	8%
Operating Expenditures	380,000	-	380,000	(234,131)	(16,652)	129,217	66%
	468,877	-	468,877	(234,131)	(23,344)	211,402	55%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(5,967)	(500)	(467)	108%
	6,000	-	6,000	(5,967)	(500)	(467)	108%
Total Fund: 39800	474,877	-	474,877	(240,098)	(23,844)	210,935	56%
Fund: 39900-Mosquito Control District							



Budget to Actuals for Year 2025

10/1/2024 thru 10/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
22000 Information Systems							
Operating Expenditures	19,450	-	19,450	(1,006)	(804)	17,640	9%
	19,450	-	19,450	(1,006)	(804)	17,640	9%
49900 Mosquito Control							
Salaries & Benefits	1,428,300	-	1,428,300	-	(101,846)	1,326,454	7%
Operating Expenditures	1,550,900	-	1,550,900	(232,829)	110,294	1,428,365	8%
Capital	63,000	-	63,000	(17,440)	-	45,560	28%
	3,042,200	-	3,042,200	(250,269)	8,449	2,800,380	8%
Total Fund: 39900	3,061,650	-	3,061,650	(251,275)	7,645	2,818,020	8%
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	24,600	-	24,600	(10,458)	(1,087)	13,055	47%
	24,600	-	24,600	(10,458)	(1,087)	13,055	47%
90000 Airport							
Salaries & Benefits	1,250,143	-	1,250,143	-	(96,065)	1,154,078	8%
Operating Expenditures	2,893,102	-	2,893,102	(200,164)	(149,907)	2,543,031	12%
Capital	1,602,500	-	1,602,500	-	-	1,602,500	0%
Transfers	1,711,000	-	1,711,000	-	-	1,711,000	0%
	7,456,745	-	7,456,745	(200,164)	(245,972)	7,010,608	6%
Total Fund: 60500	7,481,345	-	7,481,345	(210,622)	(247,060)	7,023,663	6%
Report Total	243,220,630	32,000	243,252,630	(16,700,675)	(16,170,681)	210,381,274	14%



Balance Sheet for Year 2025

as of 10/31/2024

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2024

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	23,548,957	(1,949,846)	(3,566)	(113,818)	91,954
Investments	(24,678,823)	146,772	546	1,792	
Accounts Receivable	(71,535)				(88,979)
Inventory				113,285	
Prepaid	(5,137)	(8,783)	(5)	(384)	(286)
Non-current Assets	(10,000,000)				
	(11,206,539)	(1,811,856)	(3,025)	875	2,689
Liabilities					
Accounts Payable - Other	1,169,246	922,471	9,065	8,376	29,896
AP-State of Texas Court Costs	322,514				
AP-State of Texas Other Liab	817				4
AP-Governmental Entities	(381)				
AP-Payroll Liabilities	(1,604,857)	(266,293)	(1,302)	(17,079)	(14,374)
AP Due to Others	51,228				
Tax Office Liabilities	(2,893,224)				
Due to Agency Groups	4,586				
	(2,950,070)	656,178	7,763	(8,704)	15,527

Note: The total receivable from Brazoria County Toll Road Authority is \$158.55. The current presentation of this report only includes the General Fund and Road & Bridge portions.



Statement of Changes in Fund Balance

as of 10/31/2024

Fund	Unaudited Fund Balance	Month Ending Oct 31, 2024			10/31/2024
		Receipts	Disbursements	Transfers In/ (Out)	Unaudited Fund Balance
Fund 10000-General Fund	100,496,738	1,579,591	(15,732,956)	-	86,343,373
Fund 10100-General Fund - Construction	225,693	-	-	-	225,693
Fund 10200-Juv Prob Fees	15,864	65	-	-	15,928
Fund 10300-Unclaimed Juvenile Restitution	11,569	-	-	-	11,569
Fund 10350-Sheriff Special Response Team	12,146	24	-	-	12,170
Fund 10400-Env Health-Retail Food Permits	23,790	10,850	(18,015)	-	16,625
Fund 10500-District Clerk Contingency	848,698	2,356	-	-	851,054
Fund 10600-Fire Training Field	14,186	28	-	-	14,214
Fund 10700-Parks Special Events	26,435	53	-	-	26,488
Fund 10710-Parks SFA Special Projects	10,083	20	-	-	10,103
Fund 10850-CPS-Donations	37,033	1,029	(579)	-	37,482
Total General Fund Group	101,722,233	1,594,017	(15,751,550)	-	87,564,700
Fund 20000-Road and Bridge Non-Construct	39,605,669	852,510	(1,878,986)	-	38,579,193
Fund 20500-Road and Bridge Construction	(9,316,040)	(1)	(129,202)	-	(9,445,242)
Total Road and Bridge Funds	30,289,629	852,509	(2,008,187)	-	29,133,951
Fund 39800-Law Library	52,935	21,672	(16,934)	-	57,673
Fund 39900-Mosquito Control District	683,617	5,571	(13,399)	-	675,788
Total Special Revenue Funds	736,552	27,243	(30,333)	-	733,462
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,228,827	5,423	-	-	1,234,250
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	85,337	3,393	-	-	88,731
Fund 42100-2018 Cert of Oblig-I,S	500,322	2,209	-	-	502,531
Fund 42200-2021 CO-Courthouse Campus I,S	2,191,042	10,425	-	-	2,201,467
Fund 44000-Toll Road-SH288-I&S	(93,606,802)	388	(5,850)	290,000	(93,322,264)
Fund 45000-Road Bonds-Mobility-I,S	3,524,729	13,276	-	-	3,538,005
Total Debt Service Funds	(86,076,544)	35,114	(5,850)	290,000	(85,757,280)
Fund 60500-Airport Operating	11,043,587	279,869	(261,652)	-	11,061,803
Total Enterprise Funds	11,043,587	279,869	(261,652)	-	11,061,803
Report Total	57,715,457	2,788,751	(18,057,573)	290,000	42,736,635

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2023 and may be found on the balance sheet report contained in this reporting package.



Debt Service Payment Schedules

Fiscal Year 2025

Limited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Limited Tax Refunding Bonds, Series 2016 in the amount of \$8,125,000. These bonds provided funds to advance refund the Combination Tax and Revenue Certificates of Obligation, Series 2006 in the amount of \$8,770,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.207 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
Total	74,000.00	2,095,000.00	26,750.00	2,195,750.00

Unlimited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Unlimited Tax Refunding Bonds, Series 2016 in the amount of \$8,425,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2006 in the amount of \$9,235,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.376 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
Total	150,500.00	3,060,000.00	78,875.00	3,289,375.00



Debt Service Payment Schedules

Fiscal Year 2025

Certificates of Obligation, Series 2018

On August 23, 2018, the County issued the Certificates of Obligation, Series 2018 in the amount of \$8,120,000. These certificates were issued for the purpose of generating funds for numerous facilities project improvements.

True Interest Cost: 3.496 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00		652,800.00
Total	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

Unlimited Tax Refunding Bonds, Series 2018

On August 23, 2018, the County issued the Unlimited Tax Refunding Bonds, Series 2018 in the amount of \$4,415,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2008 in the amount of \$4,810,000. The advance refunding occurred on the call date of March 1, 2019. These refunding bonds were calculated to provide cash flow savings of \$382,786 and an economic gain (net present value of savings) of \$323,910.

True Interest Cost: 2.648 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
Total	130,625.00	2,040,000.00	79,625.00	2,250,250.00



Debt Service Payment Schedules

Fiscal Year 2025

Unlimited Tax Road Refunding Bonds, Series 2020

On January 23, 2020, the County issued the Unlimited Tax Refunding Bonds, Series 2020 in the amount of \$9,840,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2010B in the amounts of \$11,701,056. The advance refunding occurred on the call date of March 1, 2020. These refunding bonds were calculated to provide cash flow savings of \$1,471,414 and an economic gain (net present value of savings) of \$1,123,861.

True Interest Cost: 1.721 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
Total	588,125.00	6,460,000.00	426,625.00	7,474,750.00



Debt Service Payment Schedules

Fiscal Year 2025

Certificates of Obligation, Series 2021

On November 3, 2021, the County issued the Certificates of Obligation, Series 2021 in the amount of \$86,895,000. These certificates were issued for the purpose of generating funds for the County Courthouse Campus Expansion Project.

True Interest Cost: 2.577 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00		5,885,400.00
Total	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00



Debt Service Payment Schedules

Fiscal Year 2025

Limited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Limited Tax Refunding Bonds, Series 2021 in the amount of \$15,815,000. These bonds provided funds to advance refund the Certificates of Obligation, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of \$2,859,143.66 and an economic gain (net present value of savings) of \$2,622,642.48.

True Interest Cost: 1.360 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
Total	1,498,800.00	13,250,000.00	1,177,325.00	15,926,125.00

Unlimited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Unlimited Tax Refunding Bonds, Series 2021 in the amount of \$4,555,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of \$477,816.59 and an economic gain (net present value of savings) of \$437,236.03.

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
Total	356,400.00	3,785,000.00	280,700.00	4,422,100.00



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13.

11/26/2024

American Rescue Plan Act (ARPA) Lost Revenue Funding for Brazoria County Sheriff's Office - CAD RMS

Approval to utilize American Rescue Plan Act (ARPA) Lost Revenue as the funding source for the following expenditures related to the Sheriff's Office Computer Aided Dispatch and Records Management System:

Software for Motorola PremierOne CAD, Mobile, Records, Records Mobile, and services for Brazoria County as a new agency interfacing with the GRID Consortium hosted by League City, TX, payable to Motorola: \$1,785,591.

One-time new agency contract buy-in and FY 2025 estimated GRID payment based on usage, payable to League City: \$37,481.22



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14.

11/26/2024

Resolution Authorizing Local Match Funding for the Community Development Block Grant Disaster Recovery (CDBG-DR) 2016 Flood Projects

Approve the attached Resolution authorizing local match funding for the Community Development Block Grant Disaster Recovery (CDBG-DR) 2016 Flood Projects.

Further, that a certified copy of this order and the signed Resolution be furnished to the Brazoria County Community Development Department for distribution to all parties involved.

Funding for the County's local match was accounted for in the Fiscal Year 2025 Engineering Department Budget.

RESOLUTION

A RESOLUTION OF BRAZORIA COUNTY, TEXAS, AUTHORIZING THE PROVISION OF LOCAL FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) 2016 FLOODS PROJECTS

WHEREAS, Brazoria County has applied for and received 2016 Community Development Block Grant- Disaster Recovery funds from the Texas General Land Office; and

WHEREAS, Brazoria County pursued and was approved for a method of distribution amendment to move surplus housing funds in the 2016 disaster recovery allocation to its 2016 infrastructure program; and

WHEREAS, until this infusion of funding Brazoria County had elected not to complete certain streets due to budget constraints including CR 25 and CR 30N; and

WHEREAS, Brazoria County has prioritized completion of the full length of CR30 N due to its weakened condition as the priority infrastructure improvement for the remaining 2016 disaster recovery funds; and

WHEREAS, the Texas General Land Office determined that engineering costs associated with CR 25 must be reimbursed to the grant; and

WHEREAS, it is necessary and in the best interest of the County to complete this project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS:

1. That Brazoria County agrees to fund \$101,592.05 for the remaining part of the 2016 Floods project with cash.

PASSED AND APPROVED ON _____, 2024.

APPROVED:

County Judge

Attest:

County Clerk

RESOLUTION

A RESOLUTION OF BRAZORIA COUNTY, TEXAS, AUTHORIZING THE PROVISION OF LOCAL FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) 2016 FLOODS PROJECTS

WHEREAS, Brazoria County has applied for and received 2016 Community Development Block Grant- Disaster Recovery funds from the Texas General Land Office; and

WHEREAS, Brazoria County pursued and was approved for a method of distribution amendment to move surplus housing funds in the 2016 disaster recovery allocation to its 2016 infrastructure program; and

WHEREAS, until this infusion of funding Brazoria County had elected not to complete certain streets due to budget constraints including CR 25 and CR 30N; and

WHEREAS, Brazoria County has prioritized completion of the full length of CR30 N due to its weakened condition as the priority infrastructure improvement for the remaining 2016 disaster recovery funds; and

WHEREAS, the Texas General Land Office determined that engineering costs associated with CR 25 must be reimbursed to the grant; and

WHEREAS, it is necessary and in the best interest of the County to complete this project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS:

1. That Brazoria County agrees to fund \$101,592.05 for the remaining part of the 2016 Floods project with cash.

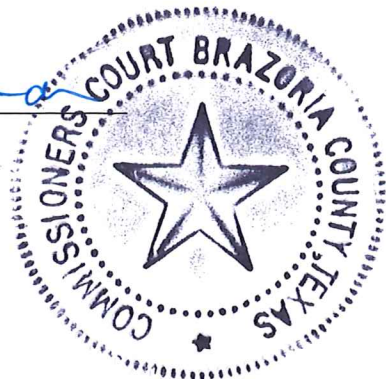
PASSED AND APPROVED ON November 26, 2024.

APPROVED:

County Judge

Attest:

County Clerk





**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.15.

11/26/2024

Interlocal Agreement with the City of Brookside Village No. IS25-0006

Interlocal Agreement with the City of Brookside Village to repair all roads as listed on Exhibit "A", pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the attached Agreement, the city agrees to pay all material cost for requested roads.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

A certified copy of this order shall be forwarded to the County Engineer.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF BROOKSIDE VILLAGE
IS25-0006

This Agreement is made between BRAZORIA COUNTY and the CITY OF BROOKSIDE VILLAGE hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "A"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "A"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "A".

- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: Glenda Hundl
 CITY OF BROOKSIDE VILLAGE
 MAYOR

By: _____
 BRAZORIA COUNTY
 COUNTY JUDGE

Date signed: 11/07/24

Date signed: _____

City of Brookside Village
Interlocal Agreement Project Request Summary FY-25

* 2 Pages
(Submitting 6)

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Boxwood <i>(see attached)</i>	Boxwood to Oakline	431'	20'	Over-lay	
Oakline <i>(see attached)</i>	Oakline to dead end (Boxwood + Oakline)	1,703'	20'	Over-lay	
Boxwood <i>(see attached)</i>	Boxwood to dead end	848'	20'	Over-lay	
Britt	Britt Rd from Westerek to Murray	1,115'	23'	Over-lay	

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Glenda Huddle

Approved By: Mayor

10/18/24

Date


Exhibit 'A'

City of Brookside Village
Interlocal Agreement Project Request Summary FY-25

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Brookside Rd.	from O'Day to Garden	2,083'	24'	Over-lay	
Max Rd.	from Brookside Rd. South to city limit	1,882'	22'	Over-lay	

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov


 Approved By: Mayor
10/18/24
 Date



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16.

11/26/2024

Interlocal Agreement with the City of Lake Jackson No. IS25-0014

Interlocal Agreement with the City of Lake Jackson to repair all roads as listed on Exhibit "A", pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the attached Agreement, the city agrees to pay all material cost for requested roads.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

A certified copy of this order shall be forwarded to the County Engineer.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF LAKE JACKSON
IS25-0014

This Agreement is made between BRAZORIA COUNTY and the CITY OF LAKE JACKSON hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to have ditches dug and regraded as outlined on Exhibit “A”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to dig all ditches as listed on Exhibit “A”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to perform work as requested on Exhibit “A”.

- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’s costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: Gerald Roznovsky
Gerald Roznovsky (Nov 6, 2024 18:07 GMT+1)

CITY OF LAKE JACKSON
MAYOR

Date signed: 11/06/24

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: _____

**City of Lake Jackson
Interlocal Agreement Project Request Summary FY-25**

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
LOCATION 1: Timbercreek Ditch Ditch Digging Request	Sealy Lake to Lake Road	1,000 LF	±15-FT bottom 60-FT R.O.W.	Sweep ditch bottoms. Reshape sides where possible.	
LOCATION 2: Magnolia Ditch Ditch Digging Request	Center Way to SH332 / 288	2,990 LF	Variable bottom; 25-FT TO 200-FT R.O.W.	Sweep ditch bottoms.	
LOCATION 3: Oleander 4 Ditch Ditch Digging Request	SH332 / 288 to Oleander Street	2,500 LF	±30-FT bottom 100-FT R.O.W.	Sweep ditch bottoms.	
LOCATION 4:					

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Gerald Rozhnitsky
Gerald Rozhnitsky, Nov 6, 2024 02:12 PM CST

Approved By: Mayor

11/06/2024

Date

Exhibit 'A'



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17.

11/26/2024

Interlocal Agreement with the City of Brazoria No. IS25-0013

Interlocal Agreement with the City of Brazoria to repair all roads as listed on Exhibit "A", pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the attached Agreement, the city agrees to pay all material cost for requested roads.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

A certified copy of this order shall be forwarded to the County Engineer.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF BRAZORIA
IS25-0013

This Agreement is made between BRAZORIA COUNTY and the CITY OF BRAZORIA hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “A”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “A”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit “A”.

- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’s costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By:  _____
 CITY OF BRAZORIA
 MAYOR

By: _____
 BRAZORIA COUNTY
 COUNTY JUDGE

Date signed: 11/12/24

Date signed: _____

**City of Brazoria
Interlocal Agreement Project Request Summary FY-25**

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Louisiana st.	Park st. to S. Erwin st	1250 ft each side of Rd.		Ditch Digging	
S Market st.	New York st. to E. Alabama	570 ft Each side of road		Ditch Digging	
E. Elm st	N. Market to N. Brooks st.	689 ft.	30 feet with one spot Approx 50 ft.	Re Pave	
Wilson	Floria st to E. Texas	1150 ft	30 ft	Re Pave	

Note: Must have Mayoral approval Erwin st New York to 500 ft 30ft Re Pave
 Return to: County Engineer's Office Florida

Engineer-interlocals@brazoriacountytx.gov


 Approved By: Mayor
 11-12-24
 Date

Exhibit 'A'

**City of Brazoria
Interlocal Agreement Project Request Summary FY-25**

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Louisiana st.	Park st to S. Erwin st	1250 ft each side of Rd.		Ditch Digging	
S Market st.	New York st. to E. Alabama	570 ft Each side of road		Ditch Digging	
E. Elm st	N. Market to N. Brooks st.	689 ft.	30 feet with one spot Approx 50 ft.	Re Pave	
Wilson	Floria st to E. Texas	1150 ft	30 ft	Re Pave	

Note: Must have Mayoral approval

Return to: County Engineer's Office

Engineer-interlocals@brazoriacountytx.gov

Erwin st New York to 500 ft 30 ft Re Pave
Florida


Approved By: Mayor

Date

Exhibit 'A'



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18.

11/26/2024

CR 59 Phase III - Kirby Drive to CR 48 - Construction Advance Funding Agreement Amendment 2
(Precinct 4)

Approve the Advance Funding Agreement (AFA) Amendment 2 with the Texas Department of Transportation (TxDOT) for CR 59 Phase III Improvements Project (CSJ 0912-31-305) from Kirby Drive to CR 48.

Whereas, the AFA authorizes TxDOT and Brazoria County to participate in roadway construction of CR 59 Phase III Improvement which widens the existing 2-lane asphalt road to a 4-lane divided concrete boulevard.

Whereas, funds for the County's share towards construction are available in the FY 2025 Road & Bridge Budget and will be provided in accordance with the AFA.

Further, by approving the AFA, the County Judge shall be authorized to sign all documents necessary to finalize this Agreement and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

TxDOT:				Federal Highway Administration:	
CCSJ #	0912-31-305	AFA ID	Z00002266	CFDA No.	20.205
AFA CSJs	0912-31-305			CFDA Title	Highway Planning and Construction
District #	12	Code Chart 64#	50020		
Project Name	CR 59 from CR 48 to Kirby Dr			AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “State”, and Brazoria County, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on December 1, 2021 to effectuate their agreement to reconstruct and widen CR 59 from CR 48 to Kirby Dr.; and,

WHEREAS, the parties executed Amendment #1 to the contract on April 14, 2023 to include additional federal funds approved by the Transportation Policy Council (TPC) on November 21, 2022 for construction of this project due to inflation of material and labor costs; and,

WHEREAS, it has become necessary to amend that contract to include additional federal funds approved by the Transportation Policy Council (TPC) on June 28, 2024 for construction of this project due to inflation of costs;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

- Attachment C-1, PROJECT BUDGET, is deleted in its entirety and replaced with Attachment C-2, PROJECT BUDGET, which is attached to and made a part of this Amendment. The total estimated cost of the Project increased by \$ 1,642,837, from \$ 14,047,369 to \$ 15,690,206, due to additionally awarded Surface Transportation Block Grant funding approved by the Transportation Policy Council to cover increased construction costs due to inflation.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	0912-31-305	AFA ID	Z00002266	CFDA No.	20.205
AFA CSJs	0912-31-305			CFDA Title	Highway Planning and Construction
District #	12	Code Chart 64#	50020		
Project Name	CR 59 from CR 48 to Kirby Dr			AFA Not Used For Research & Development	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Matt Sebesta, Jr.

Typed or Printed Name

Typed or Printed Name

Brazoria County Judge

Typed or Printed Title

Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CSJ #	0912-31-305			CFDA No.	20.205
District #	12-HOU	AFA ID	Z00002266	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50020 – Brazoria County				
Project Name	CR 59 from CR 48 to Kirby Dr				<i>AFA Not Used For Research & Development</i>

ATTACHMENT C-2 PROJECT BUDGET

Except for Indirect State Costs, all other costs will be allocated based on 80% federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation Cost		State Participation Cost		Local Participation Cost	
		80%	\$	0%	\$	20%	\$
Construction (by Local Government)	\$ 15,543,584	80%	\$ 12,434,867	0%	\$ -	20%	\$ 3,108,717
Subtotal	\$ 15,543,584		\$ 12,434,867		\$ -		\$ 3,108,717
Construction Direct State Costs	\$ 140,000	80%	\$ 112,000	0%	\$ -	20%	\$ 28,000
Indirect State Costs	\$ 6,622	0%	\$ -	100%	\$ 6,622	0%	\$ -
TOTAL	\$ 15,690,206		\$ 12,546,867		\$ 6,622		\$ 3,136,717

Initial payment by the Local Government to the State: \$0
 Payment by the Local Government to the State before construction: \$28,000
 Estimated total payment by the Local Government to the State: \$28,000
 This is an estimate. The final amount of Local Government participation will be based on actual costs.

Certificate Of Completion

Envelope Id: BFB44C47FE6C4F0CBB76CD13C1F39916	Status: Sent
Subject: Please DocuSign: Z00002266 – 0912-31-305 – AFA Amendment #2 - with Brazoria County	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Laura Gamboa
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	laura.gamboa@txdot.gov
	IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Laura Gamboa	Location: DocuSign
11/5/2024 3:15:12 PM	laura.gamboa@txdot.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: DocuSign

Signer Events

Signature	Timestamp
Matt Sebesta, Jr.	Sent: 11/5/2024 3:19:59 PM
MattS@brazoriacountytx.gov	Viewed: 11/6/2024 2:42:05 PM
Brazoria County Judge	

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
 Accepted: 11/6/2024 2:42:05 PM
 ID: db2ab684-95c7-41d0-bd19-0111808a6531

Tim Juro
 Tim.Juro@txdot.gov
 Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
Editor Delivery Events	Status
Agent Delivery Events	Status
Intermediary Delivery Events	Status
Certified Delivery Events	Status
Carbon Copy Events	Status

Status	Timestamp

Status	Timestamp

Status	Timestamp

Status	Timestamp

Cynthia Rodriguez	COPIED	Sent: 11/5/2024 3:19:58 PM
Cynthia.Rodriguez@txdot.gov		Viewed: 11/5/2024 3:20:48 PM
Security Level: Email, Account Authentication (Optional)		

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lacey Powell
 LaceyP@brazoriacountytx.gov
 Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2024 3:19:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19.

11/26/2024

Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF SANDY POINT

Patch Potholes - CR 53



Service Request

IB25-SP
(SANDY POINT)
City ID Code 270

County Road Number:	CR53 – Sandy Point Rd #1	Status:	A – APPROVED
Work Order Type:	Patch Potholes		
Date Initiated:	10/28/2024 3:25 PM	Precinct:	Precinct 4
Entered By:	Patterson,Darcy	Service Center:	Angleton Service Center

Caller Information

Name:	Gary Kersh
Home Phone:	979/236-0499
Work Phone:	

Description

PATCH POTHOLES: CR 53
Right before the water canal there are a couple of potholes that need patched, then after the water canal there are a couple of large potholes that need patched. Then at the end of CR 53 right before you get to FM 521, there is more.

Remarks

This is inside city limits of Sandy Point. Engineering is awaiting return of a signed interlocal agreement.

AGREED _____

Brazoria County Engineer

Date Approved 11-26-24 Date Completed _____

WO# _____

COMMENTS

Signature



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.20.

11/26/2024

Conditional Acceptance of Roads - Kirby Drive Street Dedication No. 2- Kirby Drive Bridge - Abstract No. 563 (Precinct 4)

Whereas, the plat of Kirby Drive Street Dedication No. 2- Kirby Drive Bridge - Abstract No. 563 (Precinct 4), was approved by the City of Manvel on May 23, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File No. 2024024309 on May 5, 2024; and

Whereas, this plat meets applicable criteria established by Commissioners' Court Order 6.P.2., dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners' Court Order No. 49 dated October 24, 2006; and

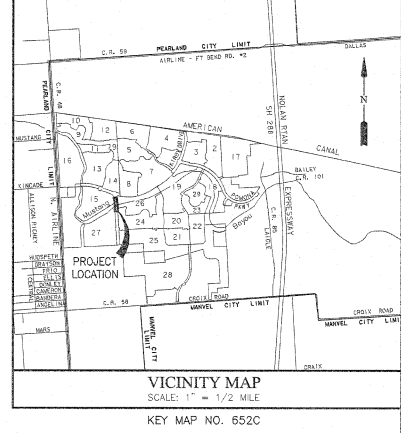
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners' Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

Street Name	ROW	Length (Ft.)	Length (Mi.)
Kirby Drive Bridge	120'	593.91'	0.112

Whereas, a bond for the warranty period, in the amount of \$564,838.95 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



STATE OF TEXAS
 COUNTY OF BRAZORIA

WE, POMONA PHASE 4, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRIAN CARLOCK, ITS SENIOR VICE PRESIDENT, AND POMONA PHASE 6, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRIAN CARLOCK, ITS SENIOR VICE PRESIDENT, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF KIRBY DRIVE STREET DEDICATION NO. 2, 1.636 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A-K-A) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22 AND 23 OF SECTION 78 OF THE ALISON RICHIE GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBMISSION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEEDS FOR PUBLIC USE AS SHOWN ON THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") PERMETER GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR FOURTEEN FEET (14' 0") PERMETER GROUND EASEMENTS OR FIVE FEET (5' 0") FOR SIXTEEN FEET (16' 0") PERMETER GROUND EASEMENTS FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO, AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DEDICATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY-ONE FEET (31' 0") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO, AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DEDICATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY WAIVE AND FOREGO THE RIGHTS OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY WAIVE AND FOREGO THE RIGHTS OF THE ABOVE AND FOREGOING SUBDIVISION TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, POMONA PHASE 4, L.L.C., A TEXAS LIMITED LIABILITY COMPANY AND POMONA PHASE 6, L.L.C., A TEXAS LIMITED LIABILITY COMPANY HAVE CAUSED THESE PRESENTS TO BE SIGNED BY BRIAN CARLOCK, THEIR SENIOR VICE PRESIDENT, THEREUNTO AUTHORIZED, THIS 18 DAY OF April, 2022.

I, CULLEN D. WESHRUN, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL BOUNDARY SURVEY OF THE PROPERTY MARKS ON THE GROUND UNLESS MY SUPERVISION ACCORDING TO THE STANDARDS OF PRACTICE OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST STREET INTERSECTION; THAT THE BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE/TANGENCY AND INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED BY ME AND THAT THESE CORNERS ARE TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL LOT GRADING WITHIN THE SUBDIVISION; AND THAT ALL PREVIOUSLY EXISTING PROPERTY MARKERS ARE SUFFICIENTLY DESCRIBED ON THIS DOCUMENT AS FOUND AND ALL SET MARKERS ARE A MINIMUM OF 3/8-INCH DIAMETER IRON ROD WITH SURVEYOR'S CAP.

THE INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED AND SEALED BY ME; THESE CORNERS ARE EXPECTED TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL GRADING WITHIN THE SUBDIVISION.

Cullen D. Weshrun
 CULLEN D. WESHRUN, R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6950



APPROVED BY THE BOARD OF COMMISSIONERS ON 06-03-2022

J.R.L.
 BRAZORIA DRAINAGE DISTRICT NO. 4
 DISTRICT ENGINEER

BY: POMONA PHASE 4, L.L.C.,
 A TEXAS LIMITED LIABILITY COMPANY
 AND
 POMONA PHASE 6, L.L.C.
 A TEXAS LIMITED LIABILITY COMPANY

Brian Carlock
 BY: BRIAN CARLOCK, SENIOR VICE PRESIDENT

STATE OF TEXAS
 COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRIAN CARLOCK, SENIOR VICE PRESIDENT OF POMONA PHASE 4, L.L.C., A TEXAS LIMITED LIABILITY COMPANY AND POMONA PHASE 6, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THESE PRESENTS AND WHO HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN INDICATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18 DAY OF April, 2022.

Shannora
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF KIRBY DRIVE STREET DEDICATION NO. 2 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL, TEXAS, AND AUTHORIZES THE RECORDING OF THIS PLAT

Shannora
 2022
 PLANNING AND ZONING COMMISSION

WE, TEXAS CAPITAL BANK, A TEXAS STATE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS KIRBY DRIVE STREET DEDICATION NO. 2, SAID LIEN BEING ENFORCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 2018003850 AND 2020018797 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HERETO IN SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

BY: *Tom Miller*
 FRONT NAME: Tom Miller
 TITLE: VICE PRESIDENT

STATE OF TEXAS
 COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *Tom Miller*, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THESE PRESENTS AND WHO HAS ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20 DAY OF April, 2022.

Queen Weeres
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



BEING 1.636 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A-K-A) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22 AND 23 OF SECTION 78 OF THE ALISON RICHIE GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS (B.C.O.P.R.), SAID 1.636 ACRES ALSO BEING A PORTION OF THAT CERTAIN CALLED 136,646 ACRE TRACT (DESCRIBED AS TRACT 3) CONVERTED TO POMONA PHASE 4, L.L.C. BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2018003949, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), A PORTION OF THAT CERTAIN CALLED 136,646 ACRE TRACT (DESCRIBED AS TRACT 3) CONVERTED TO POMONA PHASE 4, L.L.C. BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2018003949, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), AND A PORTION OF THAT CERTAIN CALLED 136,646 ACRE TRACT (DESCRIBED AS TRACT 3) CONVERTED TO POMONA PHASE 4, L.L.C. BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2018003949, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), SAID 1.636 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1983 ADJUSTMENT)).

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "J.A. SURVEY", PREVIOUSLY SET FOR THE MOST SOUTHERLY CORNER OF POMONA PARKWAY STREET DEDICATION NO. 2, A SUBDIVISION OF RECORD IN FILE NUMBER 2018003850, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), SAME BEING ON THE EASTERN LINE OF RESERVE "A" OF POMONA PHASE 4, L.L.C. A SUBDIVISION OF RECORD IN FILE NUMBER 2018003949, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.);

THENCE, NORTH 77° 23' 53" EAST, DEPARTING THE EASTERN LINE OF SAID RESERVE "A", ALONG THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, 120.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, 254.14 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1540.00 FEET, A CENTRAL ANGLE OF 09° 21' 07", AND A CHORD WHICH BEARS S07° 07' 34" EAST, 264.55 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 15' 00" EAST, 340.07 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 80° 45' 00" WEST, 120.00 FEET TO A POINT FOR CORNER, SAME BEING ON THE EASTERN LINE OF THAT CERTAIN CALLED 34,293 ACRE TRACT (DESCRIBED AS TRACT 1) CONVERTED TO MHI PARTNERSHIP, LTD. BY INSTRUMENT OF RECORD IN FILE NUMBER 201104443, B.C.O.P.R.);

THENCE, NORTH 03° 15' 00" WEST, ALONG THE EAST LINE OF SAID 34,293 ACRES, PASSING AT 32.86 FEET, THE NORTHEAST CORNER OF SAID 34,293 ACRES, AND CONTINUING IN ALL SAID 03° 15' 00" WEST, TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, PASSING AT AN ARC LENGTH OF 24.14 FEET, THE SOUTHWEST CORNER OF APPOINTMENTED RESERVE "A", AND CONTINUING ALONG THE EASTERN LINE OF SAID RESERVE "A", AN ARC LENGTH OF 235.04 FEET, HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 09° 21' 07", AND A CHORD WHICH BEARS NORTH 07° 55' 34" WEST, 234.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.636 ACRES OF LAND.

FINAL PLAT OF
 KIRBY DRIVE STREET DEDICATION NO. 2

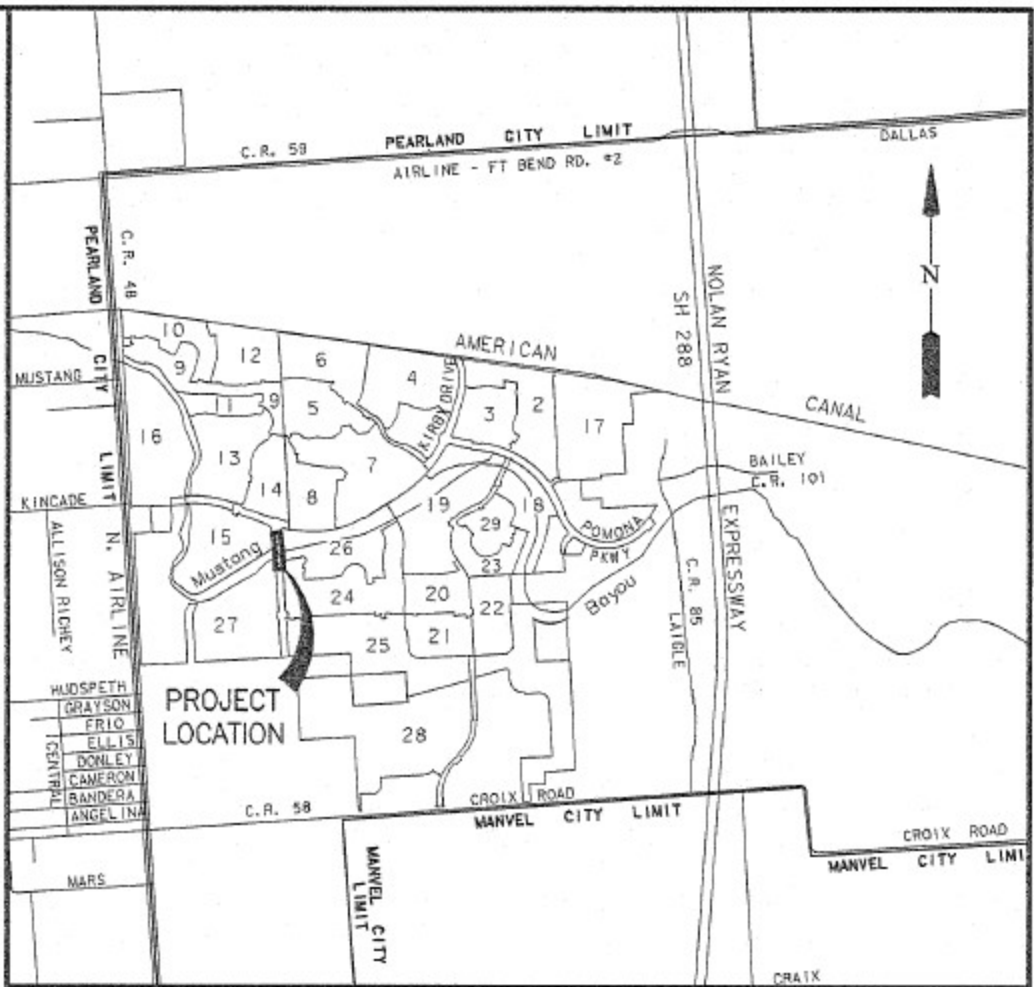
A SUBDIVISION OF 1.636 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A-K-A) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22 AND 23 OF SECTION 78 OF THE ALISON RICHIE GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS
 MAY 13, 2022 JOB NO. 2149-8009P

OWNERS:
 POMONA LAND, LLC AND
 POMONA PHASE 4, LLC AND
 POMONA PHASE 6, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 BRIAN CARLOCK, SENIOR VICE PRESIDENT
 3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
 PH: 972-201-2919

SURVEYOR: LJA Surveying, Inc.
 1904 W. Sam Houston Parkway S. Phone 713.853.5200
 Suite 100 Fax 713.853.5206
 Houston, Texas 77042 T.B.P.E.L.S. Firm No. 0194982 Katy, Texas 77449

ENGINEER: LJA Engineering, Inc.
 1904 W. Grand Parkway North Phone 713.853.5200
 Suite 100 Fax 713.853.5206
 Katy, Texas 77449 TRN-4-0308



VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

(or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L.M. (Matt) Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

EXECUTED this 15th day of July, 2024 .

ATTEST:



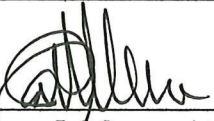
Stephen D. Parker, Assistant Secretary

Principal: Pomona Phase 6, LLC
a Texas Limited liability company

By: 

Bryan Shahan, Executive Vice President

Surety: Lexon Insurance Company

By: 

James I. Moore, Attorney-in-Fact

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she/it is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,** and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of July, 2024

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**NOTARY ACKNOWLEDGMENT
FOR POMONA PHASE 6, LLC**
Bond No. LICX1981060 | \$564,838.95

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on July 17, 2024 by Bryan Shahan, Executive Vice President of **Pomona Phase 6, LLC**, a Texas limited liability company, on behalf of said limited liability company.

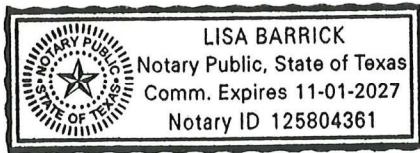
[SEAL]

Lisa Barrick

Notary Public, State of Texas


Printed Name of Notary: *Lisa Barrick*

My Commission Expires: *11/01/2027*



Memorandum

To: Brazoria County Municipal Utility District No. 40
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE 

Copy: Mr. Scott Wright, Pomona Phase 6, LLC
Mr. Russell Bynum, Pomona Phase 6, LLC
Ms. Autumn Smith, Pomona Phase 6, LLC
Mr. Brian T. Edwards, PE, LJA Engineering, Inc.
TCEQ Regional Office (Houston)

Date: June 12, 2024

Re: Engineer's Certificate of Substantial Completion
Construction of the Bridge, Paving and Appurtenances
To Serve Kirby Drive
Brazoria County Municipal Utility District No. 40
City of Manvel ETJ, Brazoria County, Texas
LJA Job No. 2149-8009P (11.1)

Enclosed please find your copy of the Engineer's Certificate of Substantial Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.380.4425.

HJH/vr

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Construction of the Bridge, Paving and Appurtenances to Serve Kirby Drive

Owner of Project: Brazoria County Municipal Utility District No. 40

Address of Owner: c/o Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Bridge, Paving and Appurtenances; LJA No. 2149-8009P (11.1), Aranda Brothers Construction Co., Inc.

Consulting Engineer LJA Engineering, Inc.
1904 West Grand Parkway North, Suite 100 Katy, Texas 77449

LJA Project Number: 2149-8009P (11.1)

Based on the testing completed to date, periodic observations during construction and the results from the final inspection on April 3, 2024, I certify to the best of my knowledge and belief that the facilities constructed as of the date of this document are substantially complete and can be utilized for their intended purpose. A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.



Hannah J. Horsfield
(Signature)

Hannah J. Horsfield, PE
(Name and Title)

06/12/24
(Date)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21.

11/26/2024

Renew ITB #21-15 Aftermarket Auto Parts and Supplies

Approval to renew "ITB #21-15 Aftermarket Auto Parts and Supplies" with the following vendors for a fifth (5th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on January 11, 2025.

- O'Reilly Auto Enterprises, LLC of Springfield, MO
- B & K Motor Parts, Inc., of Angleton, TX

Renewal term shall be January 12, 2025 to January 11, 2026

Further, expenditures will be funded by departments' fiscal year budgets.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22.

11/26/2024

Renew RFP #23-24 Library Books and Miscellaneous Orders

Approval to renew "RFP #23-24 Library Books and Miscellaneous Orders" with the following vendors for the third (3rd) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on January 22, 2025

- Brodart Co., of Williamsport, Pennsylvania
- The Reading Warehouse Inc., of North Charleston, South Carolina
- Library Sales Inc., dba SEBCO Books of Pembroke Park, Florida
- Baker and Taylor LLC, of Charlotte, North Carolina

The renewal term shall be January 23, 2025 to January 22, 2026

Further, expenditures will be funded by departments' fiscal year budgets.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23.

11/26/2024

Advertise Bids for Right Turn Lane at FM 523 and CR 792

Approval to advertise bids for "Right Turn Lane at FM 523 and CR 792" for the Engineering Department.

Further, expenditure for the project will utilize funds from the department's approved Fiscal Year 2025 budget in addition to funds from Freeport LNG towards the construction costs.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24.

11/26/2024

Professional Service Agreement with Texas Conservation Partners

Approve a Professional Service Agreement with Texas Conservation Partners of Lake Jackson, Texas for a not to exceed amount of \$40,000 for consulting services to the Parks Department for fiscal year 2025. A land specialist will help identify appropriate sites and provide due diligence for acquisition of land for Park projects as determined by the Parks Department.

In addition, the service will utilize funds from the departments approved Fiscal Year 2025 budget.

Further, that the County Judge be authorized to sign the Professional Service Agreement on behalf of the County.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Texas Conservation Partners, LLC, 309 Huckleberry Drive, Lake Jackson, Texas, 77566, a Texas Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to enter into a Professional Service Agreement for consulting services to the Parks Department for land specialists services, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

*Article 1
Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

*Article 2
Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3
Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4
Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-*. ”**

*Article 5
Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6
Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12
Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13
Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14
Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:

Brazoria County Parks Department
313 W. Mulberry
Angleton, Texas 77515
ATTN: Bryan Frazier
Email: bryanf@brazoriacountytx.gov
Phone: 979-864-1114

Consultant:

Texas Conservation Partners, LLC
309 Huckleberry Drive
Lake Jackson, TX 77566
ATTN: Michael Lange
Email: txcpartners@gmail.com
Phone: 979-299-9967

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

- Exhibit A Scope of Work, Fee Schedule and Project Schedule
- Exhibit B County's minimum insurance requirements
- Exhibit C Compliance with Laws
- Exhibit D Certificate of Interested Parties
- Exhibit E Conflict of Interest Disclosure
- Exhibit F Contract Amendments (As Needed)

Article 23
Execution

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

Texas Conservation Partners, LLC
a Texas company

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

By: Michael Lange

Name: Michael Lange

Title: President/Consultant

Date: 11/18/2024

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

CONSULTING PROPOSAL

Texas Conservation Partners, LLC,
309 Huckleberry Drive,
Lake Jackson, Texas 77566 (hereinafter "Consultant").
Federal Tax ID Number: 83-1684109

The Parks Department and the Consultant agree as follows:

1. SCOPE OF SERVICES.

The Consultant shall provide the following consulting services to the Parks Department as a land specialist to help identify appropriate sites and provide due-diligence for acquisition of land for projects on Follets Island and other park projects as determined by the Parks Department. The scope of work of the consultant includes:

1. Review acquisition plans, appraisals, surveys and other documents, conduct site visits, conduct land negotiations, develop partnerships and grant applications, obtain deeds and title policies, and such other related services as the Consultant and the Parks Department deem necessary and appropriate for each project.

2. Report to the Director of the Parks Department, as requested, summarizing all the services provided to the Department for related projects and the results of those services.

2. COMPENSATION AND EXPENSES.

In consideration for the services to be rendered by the Consultant hereunder, the Parks Department shall pay the Consultant compensation at the rate of \$200.00 for a quarter work day, \$400.00 for a half work day, \$600.00 for a three quarter work day, and \$800.00 for a full work day plus reimbursement for expenses reasonably and actually incurred by the Consultant for or on behalf of the Parks Department in the scope of services. Compensation shall be payable upon the submission by the Consultant to the Parks Department of an invoice indicating the number of quarter days and the nature of the services provided by the Consultant. Expenses shall be payable upon submission by the Consultant to the Parks Department of appropriate bills and receipts for such expenses. Invoices and expense reports will be submitted and paid monthly.

This Contract shall not exceed \$40,000.00

3. PERFORMANCE OF WORK.

The Consultant shall perform all work required under this contract in accordance with the highest standards of the Consultant's profession or craft and to the satisfaction of the Parks Department. The Consultant shall not be paid for any work found by the Parks Department to be unsatisfactory. The Consultant certifies that it will assign an employee or employees who are qualified and willing to perform the services provided herein.

Texas Conservation Partners

Brazoria County Parks Department

By: Michael Lange
Michael Lange,
President,
Consultant

By: _____

Date: 11/18/2024_____

Date: _____

EXHIBIT “B”
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

EXHIBIT “C”
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. §138 [49 U.S.C. §303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS [date] Nov. 18, 2024

Texas Conservation Partners, LLC
a Texas company

By: Michael Lange
 Name: Michael Lange
 Title: President/Consultant
 Date: 11/18/2024

EXHIBIT “D”
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

EXHIBIT “E”
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk’s Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

EXHIBIT “F”
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25.

11/26/2024

Advertise Bids for Scrap Metal Disposition

Approval to advertise bids for Scrap Metal Disposition. The current and final term is set to expire on March 09, 2025.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26.

11/26/2024

Amend Court Order I.17 Dated October 22, 2024 Advertise Request for Proposal - Appraisal Services for CDBG

Amend Court Order I.17 dated October 22, 2024 "Advertise Request for Proposal - Appraisal Services for CDBG" to change the procurement method from Request for Proposals to Request for Statement of Qualifications for "Appraisal Services for CDBG-DR ROW acquisition (CR 388-Harvey/Hastings Project)".

Further, all previously approved committee members will not change.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27.

11/26/2024

Amendment No. 3 for RFP #17-41 Post 65 Portion of Employee Medical, Prescription, and Dental Plan

Approve Amendment No. 3 for "RFP #17-41 Post 65 Portion of Employee Medical, Prescription and Dental Plan, with Bay Bridge Administrators, LLC of Tampa, Florida, in order to extend the term of the current contract which expires December 31, 2024, per the terms and conditions of the current contract. Continuation of this contract will give retirees additional options for their health benefits coverage.

The amendment will extend the term for a period of twelve (12) months. The newly extended term shall be January 1, 2025 to December 31, 2025.

The monthly premiums for the High and Low Option plans will increase effective January 1, 2025, per the attached proposals.

Funding for the plans is paid for from the Health Benefits Fund budget.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said amendment.

BRAZORIA COUNTY, TX
Contract No. 17-41 Employee Medical, Prescription and Dental Plan Administration-Post 65
Portion
AMENDMENT NUMBER 3

DATE: NOVEMBER 26, 2024

Amendment to Contract No. 17-41 ("Amendment") by and between **BRAZORIA COUNTY, TX** ("County") and **Bay Bridge Administrators, LLC of Tampa, Florida.**

Recitals

WHEREAS, the current term of the contract shall expire on December 31, 2024;

WHEREAS, parties wish to extend the contract per the current terms and conditions of the current contract in order to ensure there is no interruption of service.

NOW THEREFORE, the parties hereby agree as follows:

1. Extend the Term of the Contract. The parties agree to extend the term of the contract for a period of twelve (12) months. The newly extended term of the contract shall be from January 1, 2025 to December 31, 2025.
2. Pricing for the monthly plans and services for the plan year January 1, 2025 to December 31, 2025 are per the attached proposal.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

ATTEST: Bay Bridge Administrators, LLC

BRAZORIA COUNTY, TEXAS

Name: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: _____

Title: Brazoria County Judge

Date: _____

Date: _____



TAGCO AGP-3735

GROUP RETIREE INSURANCE PLAN SUMMARY OF COVERAGE

UNDERWRITTEN BY: HARTFORD LIFE & ACCIDENT INSURANCE COMPANY

PART A SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION ⁽¹⁾			
Semi-private room and board, general nursing, and miscellaneous services and supplies:			
First 60 days	All but Medicare Part A Deductible	Medicare Part A Deductible	\$0
61 st through 90 th day	All but 25% of Medicare Part A Deductible per day	25% of Part A Deductible per day	\$0
91 st through 150 th day (60 day Lifetime Reserve Period)	All but 50% of Medicare Part A Deductible per day	50% of Part A Deductible per day	\$0
Once Lifetime Reserve days are used (or would have ended if used) additional 365 days of confinement per person per lifetime.	\$0	100%	\$0
SKILLED NURSING FACILITY CARE ⁽¹⁾			
Semi-private room and board, skilled nursing and rehabilitative services and other services and supplies. You must meet Medicare's requirement which includes hospitalization of at least 3 days. You must enter a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	\$0
21 st through 100 th day	All but 12.5% of Medicare Part A Deductible per day	Up to 12.5% of Part A Deductible per day	\$0
101 st through 365 day	\$0	\$0	All other charges

GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expenses When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	100%	\$0
Additional amounts	100%	\$0	\$0
HOSPICE CARE Pain relief, symptom management and support services for terminally ill.			
As long as Physician certifies the need.	All costs, but limited to costs for out-patient drug and in-patient respite care	Co-insurance charges for in-patient respite care, drugs and biologicals approved by Medicare	All other charges

PART B SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
OUT-PATIENT MEDICAL EXPENSES In or Out of the Hospital and Out-Patient Hospital Treatment , such as Physician's services, In-Patient and Out-Patient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:			
Medicare Part B Deductible	\$0	Medicare Part B Deductible amount	\$0
Remainder of Medicare-approved amounts.	80%	Remaining balance after Medicare is payable at 16% until out-of-pocket expenses reach \$500, then plan pays 100%	Remaining balance after Medicare and Hartford Plan until your out-of-pocket expenses reach \$500, then you pay \$0
Clinical Laboratory services, blood tests, urinalysis and more.	100%	\$0	\$0
Part B Excess Charges for Non-Participating Medicare providers covers the difference between the 115% Medicare limiting fee and the Medicare-approved Part B charge.	\$0	100%	\$0

GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

ADDITIONAL SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
PREVENTIVE MEDICAL CARE & CANCER SCREENINGS⁽²⁾			
Coverage for expenses incurred by a covered person for physical exams, preventive screening tests and services, cancer screenings, and any other tests or preventive measures determined to be appropriate by the attending Physician. Refer to your Medicare and You handbook for more information on Preventive services.			
“Welcome to Medicare” Physical Exam -within first 12 months of Part B enrollment	100%	\$0	\$0
Annual Wellness Visit	100%	\$0	\$0
Vaccinations	100%	\$0	\$0
Breast Cancer Screening - Mammogram once per year; - Breast exam once every 2 years, or once per year if at high risk	100%	\$0	\$0
Colon Cancer Screening - Fecal occult blood test once per year; - Colonoscopy once every 10 years, or every two years if high risk - Barium enema once every 4 years, or once every 2 years if at high risk	100% for Fecal Occult Blood Test and Colonoscopy	\$0	\$0
	80% after deductible for Barium Enema	100%	\$0
Cervical Cancer Screening - Pap Smear and Pelvic exam once every 2 years, or once per year if high risk	100%	\$0	\$0
Prostate Cancer Screening - PSA Test once per year - Digital Rectal exam once per year	100% for PSA Test	\$0	\$0
	80% after deductible for Digital Rectal exam	100%	\$0
Ovarian Cancer Surveillance Tests -once per year if at high risk	80% after deductible	100%	\$0

GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
FOREIGN TRAVEL EMERGENCY			
Medically necessary emergency care services.			
Emergency services needed due to Injury or Sickness of sudden and unexpected onset during the first 60 days while traveling outside the United States.	\$0	80% after \$250 Deductible (to a lifetime maximum of \$50,000).	\$250 Deductible and then 20% of expenses incurred (to a lifetime maximum of \$50,000, 100% thereafter).

- ¹ A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.
- ² If any of the cancer screening tests are not covered by Medicare, the plan will pay the usual and customary charges incurred.

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2024 High Plan (TAGCO AGP-3735)
Rate Change Effective January 1, 2025

Over 65 Retiree Supplemental Dependent Coverage Rates

Retiree- Hartford Medical

Monthly Premium	\$266.76
Less 401H Reimbursement	<u>(147.00)</u>
Sub Total	\$119.76

Express Scripts

Monthly Premium	\$390.75
Less 401H Reimbursement	(148.00)
Sub Total	\$242.75

Total \$361.51 Monthly

Spouse- Hartford Medical

Monthly Premium	\$266.76
Express Scripts	<u>\$390.75</u>
Total	\$657.51 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

Option 1 Medical plan- Harford pays 100% of all Medicare eligible charges that Medicare does not pay except the retiree will pay 4% of Part B services until the retirees out of pocket equals \$500.00

Pharmacy plan- \$15 generic Copay/\$30 *Preferred Brand Name Copay/\$50 *Non-preferred Brand Name Copay/ \$50 *Specialty Copay (from \$0 thru the ICL and the Gap and to Catastrophic) for current Pharmacy Plan or the Alternate (same pharmacy vendors except Walgreens)

2025 Low Plan (TAGCO AGP-3734)
Rate Change Effective January 1, 2024

Over 65 Retire Supplemental Dependent Coverage Rates

Retiree- Hartford Medical

Monthly Premium	\$193.35
Less 401H Reimbursement	<u>(147.00)</u>
Sub Total	\$46.35

Express Scripts

Monthly Premium	\$390.75
Less 401H Reimbursement	<u>(148.00)</u>
Sub Total	\$242.75

Total \$289.10 Monthly

Spouse- Hartford Medical

Monthly Premium	\$193.35
Express Scripts	<u>\$390.75</u>

Total \$584.11 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

Option 1 Medical plan- Hartford pays 100% of all Medicare eligible charges that Medicare does not pay except the retiree will pay the Part B deductible (\$500) plus 10% of Part B services until the retiree's out of pocket equals \$1,000.00. Total out-of pocket equals \$1,500.00.

Pharmacy plan- \$15 generic Copay/\$30 *Preferred Brand Name Copay/\$50 *Non-preferred Brand Name Copay/ \$50 *Specialty Copay (from \$0 thru the ICL and the Gap and to Catastrophic) for current Pharmacy Plan or the Alternate (same pharmacy vendors except Walgreens)



TACGO AGP-3734

GROUP RETIREE INSURANCE PLAN SUMMARY OF COVERAGE

UNDERWRITTEN BY: HARTFORD LIFE & ACCIDENT INSURANCE COMPANY

Calendar Year Deductible: \$500⁽¹⁾ Applies to Part B Services Only.

PART A SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION ⁽²⁾			
Semi-private room and board, general nursing, and miscellaneous services and supplies:			
First 60 days	All but Medicare Part A Deductible	Part A Deductible	\$0
61 st through 90 th day	All but 25% of Part A Deductible per day	25% of Part A Deductible per day	\$0
91 st through 150 th day (60 day Lifetime Reserve Period)	All but 50% of Part A Deductible per day	50% of Part A Deductible per day	\$0
Once Lifetime Reserve days are used (or would have ended if used) additional 365 days of confinement per person per lifetime.	\$0	100%	\$0
SKILLED NURSING FACILITY CARE ⁽²⁾			
Semi-private room and board, skilled nursing and rehabilitative services and other services and supplies. You must meet Medicare's requirement which includes hospitalization of at least 3 days. You must enter a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	\$0
21 st through 100 th day	All but 12.5% of Part A Deductible per day	Up to 12.5% of Part A Deductible per day	\$0
101 st through 365 day	\$0	\$0	All other charges

GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expenses When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	100%	\$0
Additional amounts	100%	\$0	\$0
HOSPICE CARE Pain relief, symptom management and support services for terminally ill.			
As long as Physician certifies the need.	All costs, but limited to costs for out-patient drug and in-patient respite care	Co-insurance charges for in-patient respite care, drugs and biologicals approved by Medicare	All other charges

PART B SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY ⁽¹⁾
OUT-PATIENT MEDICAL EXPENSES In or Out of the Hospital and Out-Patient Hospital Treatment , such as Physician's services, In-Patient and Out-Patient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:			
Medicare Part B Deductible	\$0	\$0	Medicare Part B Deductible
Remainder of Medicare-approved amounts.	80%	Remaining balance after Medicare is payable at 10% until out-of-pocket expenses reach \$1,000, then plan pays 100%	Remaining balance after Medicare and Hartford Plan until your out-of-pocket expenses reach \$1,000, then you pay \$0
Clinical Laboratory services, blood tests, urinalysis and more.	100%	\$0	\$0
Part B Excess Charges for Non-Participating Medicare providers covers the difference between the 115% Medicare limiting fee and the Medicare-approved Part B charge.	\$0	100%	0%

GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

ADDITIONAL SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
PREVENTIVE MEDICAL CARE & CANCER SCREENINGS⁽³⁾ Coverage for expenses incurred by a covered person for physical exams, preventive screening tests and services, cancer screenings, and any other tests or preventive measures determined to be appropriate by the attending Physician. Refer to your Medicare and You handbook for more information on Preventive services.			
“Welcome to Medicare” Physical Exam -within first 12 months of Part B enrollment	100%	\$0	\$0
Annual Wellness Visit	100%	\$0	\$0
Vaccinations	100%	\$0	\$0
Breast Cancer Screening - Mammogram once per year; - Breast exam once every 2 years, or once per year if at high risk	100%	\$0	\$0
Colon Cancer Screening - Fecal occult blood test once per year; - Colonoscopy once every 10 years, or every two years if high risk - Barium enema once every 4 years, or once every 2 years if at high risk	100% for Fecal Occult Blood Test and Colonoscopy	\$0	\$0
	80% after deductible for Barium Enema	100%	\$0
Cervical Cancer Screening - Pap Smear and Pelvic exam once every 2 years, or once per year if high risk	100%	\$0	\$0
Prostate Cancer Screening - PSA Test once per year - Digital Rectal exam once per year	100% for PSA Test	\$0	\$0
	80% after deductible for Digital Rectal exam	100%	\$0
Ovarian Cancer Surveillance Tests -once per year if at high risk	80% after deductible	100%	\$0

GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
FOREIGN TRAVEL EMERGENCY			
Medically necessary emergency care services.			
Emergency services needed due to Injury or Sickness of sudden and unexpected onset during the first 60 days while traveling outside the United States.	\$0	80% after \$250 ⁽⁴⁾ Deductible (to a lifetime maximum of \$50,000).	\$250⁽⁴⁾ Deductible and then 20% of expenses incurred (to a lifetime maximum of \$50,000, 100% thereafter).
SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
PRIVATE DUTY NURSING			
Service provided to a person while covered under this benefit and charged directly to the covered person by the nurse and not the hospital			
Up to a maximum of 3 shifts per day consisting of at least 3 consecutive hours of nursing care per shift.	\$0	Maximum benefit amount - \$50 per 8 hour shift. Maximum of 40 shifts per calendar year.	Any remaining balance after Plan pays

- ¹ The \$500 Calendar Year Deductible applies to Medicare B Services, and must be met before the Plan will pay.
- ² A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.
- ³ If any of the cancer screening tests are not covered by Medicare, the plan will pay the usual and customary charges incurred.
- ⁴ The \$250 Foreign Travel Deductible is a separate deductible, and does not apply towards the \$500 Calendar Year Deductible.

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28.

11/26/2024

Memorandum of Understanding for Construction of the Quintana Beach County Park Office Building

Pending final review by the District Attorney's Office, Civil Division, the Brazoria County Commissioners Court approves the attached Memorandum of Understanding with the Parks Department to encumber funds, not to exceed, \$3,000,000.00, to provide construction services for the Quintana Beach County Park Office Building.

Further, that the County Judge and the Parks Director be authorized to sign any documents necessary to execute said Memorandum of Understanding on behalf of the County.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), Contract # [REDACTED], is made and entered into this _____ day of _____, 2024, by and between **Brazoria County**, (hereinafter referred to as “County”, and the **Brazoria County Parks Department, Department of Brazoria County** hereinafter referred to as “Other Party”. The County and Other Party are sometimes referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this MOU:

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (“Treasury”) issued the Final Rule to implement Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program following adoption of the American Rescue Plan Act (ARPA) in 2021; and

WHEREAS, on August 10, 2023, Treasury released an Interim Final Rule implementing new eligible uses; and

WHEREAS, the Obligation Interim Final Rule (Obligation IFR) followed in November 2023, that clarified the definition of “obligation” for the SLFRF program and provided related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds; and

WHEREAS, on March, 29, 2024, Treasury issued FAQ 17.6 to further clarify the definition of Obligation and considers an interagency agreement, including an agreement in the form of an MOU, to constitute a “transaction requiring payment” similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule if the agreement satisfies certain conditions; and

WHEREAS, the County was awarded SLFRF funds by Treasury which were distributed to the County from ARPA for covered costs and eligible expenses to be incurred/obligated between March 3, 2021 and December 31, 2024. These funds must be expended by December 31, 2026, with the exception of costs incurred for expanded surface transportation and Title I projects which must also be obligated by December 31, 2024 and expended by September 30, 2026, as outlined in the Interim Final Rule (August 2023); and

WHEREAS, the County desires to disburse funds to the Other Party to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this MOU and in the Purpose/Scope of Work described herein; and

WHEREAS, the Other Party has represented to the County that it is duly qualified, eligible, and willing to provide the certain services, supplies, or equipment identified herein and in the Purpose/Scope of Work; and

WHEREAS, recipients may obligate funds pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in FAQ 17.6; and

WHEREAS, by action taken at a Commissioners Court meeting on [REDACTED], the County has previously accepted the award of the funds; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the County wishes to formally and legally obligate the funds.

NOW, THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth herein, and funding allocated **in an amount not to exceed Three Million Dollars and Zero Cents (\$3,000,000.00)** as herein below set forth, the Parties agree as follows:

I. PURPOSE/SCOPE OF WORK

The purpose of this MOU is to set forth understanding between the County and Other Party regarding the Purpose and/or

Scope of Work to be completed with the SLFRF funds as described here:

Describe Purpose/Scope of Work here in detail. Include estimated budgets and all deliverables, along with any specific personnel roles, if applicable.

(Adjust to match the RFP) Construct new park office and visitor center and replace electrical services.

II. AUTHORIZED REPRESENTATIVES

The following will act as the designated Representatives authorized to administer activities to include, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted under this MOU. The designated Party Representatives are:

AUTHORIZED REPRESENTATIVES	
XXXX County	Other Party
Name:	Name:
Title:	Title:
XXXX County	Other Entity Name:
Address:	Address:
City, State, Zip Code:	City/State, Zip Code:
Phone:	Phone:
Email:	Email:

Either Party may change its designated Representative by providing written notice to the other Party at least ten (10) calendar days prior to the change. Should the person serving either as the Entity’s Authorized Representative change during the duration of this MOU, the person replacing the Authorized Representative, as the case may be, shall immediately and automatically assume the duties of Designated Representative under this MOU.

III. COUNTY’S RESPONSIBILITIES

- A. The County shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The County shall be the repository of all receipts and documentation pertinent to the ARPA/SLFRF funds and furnish such to Treasury upon its request.
- C. The County shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, including but not limited to taking all necessary Commissioner Court action to approve contracts for the acquisition of goods or services for the construction of real property improvements in furtherance of the Project.
- D. The County shall serve as the primary contact in all matters pertaining to the ARPA/SLFRF funds and the conduit for communication between itself, Treasury , and the Other Party.
- E. The County shall exercise the necessary oversight to ensure that the ARPA/SLFRF funds are used for the Project and for no other purposes.

IV. OTHER PARTY’S RESPONSIBILITIES

- A. The Other Party shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The Other Party shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, and abide by all guidance documents applicable to this MOU, including, without limitation:
 - a. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
 - b. The Federal Register;
 - c. The U.S. Department of the Treasury publications and other guidance documents, including the ARPA Required Provisions outlined in Exhibit B; and
 - d. Exhibits included in this Memorandum of Understanding.
- C. The Other Party shall take all actions necessary to ensure that the ARPA/SLFRF funds are used for the Project and for no other purposes.
- D. The Other Party shall see that all reporting and recordkeeping requirements that facilitate the County’s compliance with SLFRF program requirements are met.
- E. The Other Party shall complete all items and deliverables described in the Purpose/Scope of Work and make all payments related to such by or before October 31, 2026.

V. TERMS OF AGREEMENT

- A. Purpose of Agreement.** The Parties intend this Agreement to act as an obligation of funds for purposes of SLFRF. The Parties agree to promptly amend this Agreement if necessary to meet any additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds.
- B. Term.** This MOU shall be effective as of the date signed by the last Party. The obligations of the Parties will end on [REDACTED], 20[REDACTED]. The expenditures outlined in the Purpose/Scope of Work are effective on [REDACTED], 20[REDACTED] through [REDACTED], 20[REDACTED]. Unless extended or waived by Treasury, it is understood at the time of this MOU, that no ARPA/SLFRF expenditures are allowed beyond December 31, 2026.
- C. Amendment.** The County and Other Party may amend this agreement (i) before December 31, 2024 for the purposes described in Section V, Paragraph A above, or (ii) at any time provided that such amendment(s) make specific reference to this MOU and are executed in writing and signed by a duly authorized representative of both Parties. Such amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendments must comply with guidance published in Treasury’s Obligation Interim Final Rule or FAQ 17.16. Notwithstanding anything else in this MOU, no such Amendment(s) shall authorize the use of funds for a purpose outside of ARPA Project #2202 except pursuant to an approved amendment to that project approved by the Treasury.
- D. Termination.** This MOU may be terminated if deemed necessary by either Party upon thirty (30) days’ written notice to the other Party. All ARPA/SLFRF funds must be fully obligated by December 31, 2024, and will be subject to recapture or return to Treasury if termination occurs after December 31, 2024.

IN WITNESS, WHEREOF, the County and the Other Party have executed this MOU as of the date first above written.

[REDACTED] COUNTY

ATTEST:

By: _____
_____, County Judge

By: _____
_____, County Clerk

Date Signed

Date Signed

OTHER PARTY

ATTEST:

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

EXHIBIT A – REFERENCES

[SLFRF FAQs \(treasury.gov\)](#) (As of March 29, 2024)

Excerpts of applicable sections follow:

17.6. Does an interagency agreement between departments and agencies within a recipient’s government constitute an obligation?

Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a “transaction requiring payment” similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidences that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Examples of interagency agreements Treasury would consider obligations include the following:

- If the Office of the Governor of a state has authority over the disposition of federal financial assistance available to the state, an MOU between the Office of the Governor and the state department of education pursuant to which the Governor agrees to fund the department to carry out a summer program to address learning loss related to the pandemic through 2026, including the coverage of payroll for time spent on the program.
- If a city council has appropriated a certain amount of funds for a public safety initiative to be administered by the city’s executive branch through fiscal year 2025, an agreement between the city’s Chief Executive and the city’s public safety department under which the department agrees to comply with reporting and recordkeeping requirements that facilitate the city’s compliance with SLFRF program requirements.
- If a county’s legislative body has made SLFRF revenue loss funds available to their housing agency for coverage of its operating costs through fiscal year 2026, an agreement with the county’s department of technology under which the housing agency procures IT services from the county’s department of technology.
- If a Tribal council has made SLFRF funds available to the social services department to cover the operational costs of an elder care program through December 31, 2026, an agreement with the department under which the social services department agrees to perform and complete in a satisfactory and proper manner the scope of work specified in accordance with the SLFRF award terms and conditions.

17.7. May a recipient use SLFRF funds to cover personnel costs between January 1, 2025, and December 31, 2026?

Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established and filled prior to December 31, 2024.

Accordingly, funds may be used to cover such personnel costs if doing so would fall within the scope of an eligible use of SLFRF, such as payroll costs for state employees overseeing contracts for broadband projects or county employees overseeing affordable housing projects.

Personnel costs for this purpose include all salary and wages, covered benefits, 11 and payroll taxes for such positions, as in effect at the time of payment.

In the event of turnover of personnel, recipients may continue to pay different personnel in the same job position to the extent that the position in question was established and filled prior to December 31, 2024. Recipients may also reorganize positions within the scope of an eligible use of SLFRF after December 31, 2024, but may not use funds to cover any new positions after that date. For example, if an eligible project has filled ten job training specialist positions by December 31, 2024, the recipient may use funds to cover payroll for one of those training specialists who is promoted to supervise the other specialists after December 31, 2024, so long as there are no more than ten positions covered through SLFRF funds in total.

Recipients may estimate the amount that may be necessary to cover personnel costs through the expenditure period, report that estimate to Treasury, and retain those funds to pay personnel costs covered by the estimate, as discussed further in FAQ 17.8.

17.16. Under what circumstances may a recipient use SLFRF to cover cost increases attributable to a contract that is entered into by December 31, 2024?

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. However, if a contract entered into by December 31, 2024, expressly provides for change orders or contract contingencies, the recipient may use SLFRF funds to cover increased costs attributable to such change orders or contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

Additionally, recipients may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility is consistent with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies that are contemplated by their contracts and subawards.

Based on comments received from recipients, and for the reasons discussed above, Treasury is providing this guidance as an update to the prior statement in the Obligation IFR that recipients could not use SLFRF funds after the obligation deadline to cover a cost increase associated with a contract amendment.

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Recipients may also cover contract cost increases after December 31, 2024, in the scenarios outlined above using (1) SLFRF funds that the recipient does not use as initially reported to cover particular projects, for example if a reported project is performed under budget or is determined to be an ineligible activity (as discussed further in FAQ 17.19), or (2) program income (as discussed in FAQ 17.21).

Obligating SLFRF Funds Through an Interagency Agreement

State, local, territorial and Tribal governments across the country are using State and Local Fiscal Recovery Funds (SLFRF) to mitigate the fiscal impacts of the pandemic and serve the needs of their communities.

Treasury has clarified that a recipient may enter into an **interagency agreement**, including a memorandum of understanding, between departments and agencies within a recipient's government and treat those funds as obligated for purposes of SLFRF if the interagency agreement meets certain conditions, as discussed below and pursuant to FAQ 17.6.

SLFRF recipients must **obligate all funds by the end of 2024**, and must **expend all funds by the end of 2026**.¹ Treasury published the additional guidance in Section 17 of the SLFRF FAQs to clarify how recipients can complete obligated projects in 2025 and 2026, using contracts or subawards or interagency agreements.

Recipients may wish to use funds for a variety of projects undertaken themselves:

- To carry out educational programs, such as payroll for teachers for a summer program to address learning loss related to the pandemic;
- To administer a workforce training program;
- To finance capital projects through a housing agency;
- To provide public safety services.

The interagency agreement must be in effect by December 31, 2024, and must meet these conditions:

ONE requirement from Column A:	+	ALL requirements from Column B:
<ul style="list-style-type: none">• Imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program• Governs provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds• Governs the procurement of goods or services by one agency, department, or part of government from another		<ul style="list-style-type: none">• Sets forth specific requirements (e.g., scope of work and project deliverables)• Is signed by the parties or otherwise evidences assent of parties• Does not disclaim binding effect or state that it does not create rights or obligations

The interagency agreement must be reported to Treasury as described in the [Compliance and Reporting Guidance](#). A recipient can modify an existing interagency agreement before December 31, 2024 to ensure it meets the requirements described above and in FAQ 17.6. The agreement may also be between units of a Tribal government, as described in FAQ 17.23.

You can learn more about obligating SLFRF Funds through an interagency agreement by visiting our webpage, Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf> and see FAQs 17.6 and 17.23, or scan this QR code:



¹ For projects under the Surface Transportation and Title I eligible use categories, recipients must expend funds by September 30, 2026.

EXHIBIT B – ARPA REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate</p>		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>Additional 2 CFR 200 references & Other Regulations</p>		
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
<p>None</p>	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <ul style="list-style-type: none"> ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. 		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	assistance.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – PURPOSE/SCOPE OF WORK



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1.

11/26/2024

Advertise Utilizing a Two-Step Process for Medical Services - Juvenile Justice Alternative Education Program and the Sheriff's Office Detention Center

Approval to advertise utilizing a two-step process for medical services - Juvenile Justice Alternative Education Program and the Sheriff's Office Detention Center.

The two-step process is recommended by the County Purchasing Agent to be in the best interest of the County, per the attached summary.

Further, appoint a committee to evaluate the responses for both steps from the persons shown below, their designee, or other persons as determined by the Court.

Ian Patin, Chief Deputy, Sheriff's Office
Kaysie Stewart, County Auditor
Dwight Taylor, Sargeant, Sheriff's Office
Wayne Williams, Captain, Sheriff's Office
Lance Gardner, Juvenile
Kyle Teat, Director Juvenile
Mary Shine, Civil District Attorney (advisor, non-voting)
Susan Serrano, Purchasing (non-voting)

Summary

The Purchasing Agent has determined that a multistep-sealed proposal method is in the best interest of the County. Due to the nature of this procurement, it would be beneficial to use the RFSQ (Request for Statements of Qualifications) method of procurement in step one to determine the most qualified firms to perform the service. After determining the most qualified, those firms with a score by the evaluation committee of 80 points or more, will be invited to submit a proposal using the RFP (Request for Proposal) method.

Per Texas Local Government Code 262.0295, the County may elect to utilize an alternative multistep competitive proposal procedure in the following manner:

Sec. 262.0295. ALTERNATIVE MULTISTEP COMPETITIVE PROPOSAL PROCEDURE. (a) (1) If the county official who makes purchases for the county determines that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, the official shall notify the commissioners court of such determination.

(2) Upon a finding by the commissioners court that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, after a notification of such determination by the county official who makes purchases for the county, the county official who makes purchases for the county may use the multistep competitive proposal procedure provided by this section.

(3) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals.

(c) On the date specified in the notice, the county official shall open the proposals and, within seven days after that date, solicit by mailed request priced bids from the

persons who submitted proposals and who qualified under the criteria stated in the first solicitation.

(d) Within 30 days after the date the unpriced proposals are opened under Subsection (c), the county official shall present the priced bids to the commissioners court. The award of the contract shall be made to the responsible offeror whose bid is determined to be the lowest and best evaluated offer resulting from negotiation. All proposals and bids that have been submitted shall be available and open for public inspection after the contract is awarded.

(e) As provided in the request for proposals and under rules adopted by the commissioners court, discussion may be conducted with responsible offerors who submit priced bids determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. J.1.

11/26/2024

Discuss Potential Litigation



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. J.2.

11/26/2024

Cause No. 125921-CV Pulice Construction v. Brazoria County



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3.

11/26/2024

Consultation with Attorney - Keep Brazoria County Beautiful



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4.

11/26/2024

Discussion of Chapter 381 Economic Development Agreement