



BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON MARCH 12, 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 COMMISSIONER CADE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - February 27, 2024 9:00 AM

RESULT: APPROVED
MOVER: Donald "Dude" Payne
SECONDER: Ryan Cade
AYES: Judge Sebesta, 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

F.1. Proclamation - Meals on Wheels "#SaveLunch-2024" Month and Actions Inc of Brazoria County

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

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

PASSED THE CONSENT AGENDA

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

District Attorney

H.1. Deliberation of Business and Financial Issues Related to Property Insurance Renewal

District Courts

H.2. Out of State Travel - Specialty Court Teams

Sheriff's Office

H.3. 2023 Racial Profiling Report - Sheriff's Office

Tax Assessor - Collector

H.4. Waiver of Penalty and Interest on Delinquent Taxes

H.5. Waiver of Penalty and Interest on Delinquent Taxes

Auditor

H.6. Payment of Bills

H.7. FY 2024: Record Budget for Other Funds

H.8. FY 2024: Record Budget for Other Funds

H.9. FY 2024: Line Item Transfer

H.10. FY 2024: Line Item Transfer

H.11. Audit Report for Brazoria County Emergency Services District No. 5

H.12. FY 2024: Line Item Transfers

CDBG/HUD/Welfare Department

H.13. Monthly Welfare Reports

H.14. Monthly Section 8 Reports

Engineer

H.15. Manvel Tower Project Signing Authority

H.16. Alvin Annex Building Project Signing Authority

H.17. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.18. Amend Court Order I.7 Dated February 13, 2024 - Exhibit D (Precinct 2)

RESULT: PULLED FROM AGENDA

Health

H.19. DSHS Immunization / Locals Contract No. HHS001331300008 Amendment No. 1

H.20. Letter of Agreement with Pharmacist for Brazoria County Health Department

Human Resource

H.21. Cell Phone Stipend

Information Systems

H.22. Grant Application to the Cybersecurity and Infrastructure Security Agency - State and Local Cybersecurity Grant Program for a Cyber Breach and Attack Simulation (BAS) Cloud Software Solution

Juvenile Justice

H.23. Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2023-2024

Parks

H.24. Electric Distribution Line Easement - New Parks Headquarters

Purchasing Department

H.25. Renew RFP #21-84 Disaster Monitoring Services

H.26. Renew ITB #23-36 Drainage Products - Reinforced Concrete Pipe

H.27. Amend Contract with Carr Riggs & Ingram LLC

H.28. Renew RFP #19-16 Aviation Fuel for the Airport

H.29. Renewal of Flood Insurance for the Sheriff's Office

H.30. Renewal of Flood Insurance for Narcotics Unit

H.31. Donation to the City of Angleton

H.32. Approve the Addition of 7% Cement Stabilized Sand to ITB #21-33 Road Materials - Stabilizing Materials

H.33. Change Order No. 1 for ITB #24-08 Hanson Parking Lot Drainage and ADA Sidewalk

Toll Road Authority

H.34. Monthly Cash and Investment Report for Toll Road Funds for January 2024

I. DISCUSSION

District Attorney

I.1. Approval for Emergency Medical Services Provider - Enterprise Ambulance 2.0, Inc

RESULT: PULLED FROM AGENDA

Treasurer

I.2. Treasurer's Monthly Report and Investment Report for January 2024

RESULT:	APPROVED
MOVER:	Stacy L. Adams
SECONDER:	Ryan Cade
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Engineer

- I.3. Open Public Hearing for Revision of the Brazoria County Thoroughfare Plan

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

- I.4. Close Public Hearing for Revision of the Brazoria County Thoroughfare Plan

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

- I.5. Accept Revision of the Brazoria County Thoroughfare Plan

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

Purchasing Department

- I.6. Cancel ITB #23-15 Fleet Mowing Services and Utilize Choice Partners Cooperative Contract

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

Department Heads

Bo Stallman - County Sheriff

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 9:21 a.m. Commissioners Court entered into Closed Session.

At 10:50 a.m. Commissioners Court was again in open session with all members present and the following orders were had:

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
- J.2. Discuss Potential Litigation - Undine Texas Environmental LLC - TCEQ
- J.3. Consult with Attorney Regarding Courthouse Security Procedures
- J.4. Sheriff Department's Water Filtration System

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

- J.5. Discuss Potential Litigation - Liquor Licenses

Texas Govt Code 551.0725

The commissioners court of a county may conduct a closed meeting to deliberate business and financial issues relating to a contract being negotiated if, before conducting the closed meeting:

- (1) the commissioners court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person; and
- (2) the attorney advising the commissioners court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person.

- J.6. Approve the Renewal of Property Insurance

RESULT:	APPROVED
MOVER:	Ryan Cade
SECONDER:	Stacy L. Adams
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

K. ANNOUNCEMENTS

L. RECESS

As no further matters were to be had, Commissioners Court recessed this Regular Session at 10:52 AM.

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

Joyce Hudman



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1.

3/12/2024

Commissioners Court Special Session - February 27, 2024 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1.

3/12/2024

Proclamation - Meals on Wheels "#SaveLunch-2024" Month and Actions Inc of Brazoria County

Approve the attached Proclamation celebrating the service of Meals on Wheels during the month of March and recognize Actions Inc of Brazoria County who help combat senior hunger through the program.

PROCLAMATION

WHEREAS, on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national public-private nutrition program for individuals 60 years and older; and

WHEREAS, for more than five decades, this landmark law has supported our nation's seniors and helped to fund community-based organizations – like ACTIONS, Inc. of Brazoria County – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults; and

WHEREAS, ACTIONS, Inc. of Brazoria County provides nutritious meals, both congregate and home-delivered, to seniors throughout Brazoria County that help them maintain their health and independence, thereby helping to prevent unnecessary falls and hospitalizations and provide necessary connections. ACTIONS, Inc. of Brazoria County has served our communities admirably for 50 years; and

WHEREAS, Meals on Wheels programs from across the country are joining together for the #SaveLunch campaign this March to celebrate their collective success and to generate the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation and loneliness, enable independence and improve health outcomes.

NOW, THEREFORE, Brazoria County Commissioners Court does hereby proclaim the month of March 2024 to celebrate

MEALS ON WHEELS

and recognize the service of

ACTIONS, INC OF BRAZORIA COUNTY

for their dedication to our community.

Our recognition of, and involvement in the national “#SaveLunch movement” can bring awareness to our community and help combat senior hunger and isolation within Brazoria County.

APPROVED this 12th day of March, 2024.

Brazoria County Judge
L. M. “Matt” Sebesta, Jr.

Commissioner, Precinct 1
Donald “Dude” Payne

Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 3
Stacy L. Adams



Commissioner, Precinct 4
David Linder

PROCLAMATION

WHEREAS, on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national public-private nutrition program for individuals 60 years and older; and

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MEALS ON WHEELS

and recognize the service of

ACTIONS, INC OF BRAZORIA COUNTY

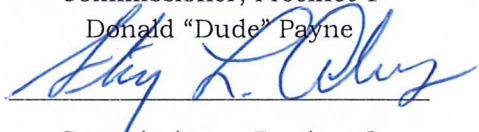
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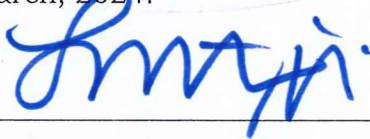
APPROVED this 12th day of March, 2024.



Commissioner, Precinct 1
Donald "Dude" Payne



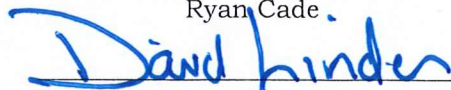
Commissioner, Precinct 3
Stacy L. Adams



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



Commissioner, Precinct 2
Ryan Cade



Commissioner, Precinct 4
David Linder



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1.

3/12/2024

Deliberation of Business and Financial Issues Related to Property Insurance Renewal

The Court finds that deliberation of the above referenced matter in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

MARY ALDOUS
First Assistant
BILL REED
Criminal Division Chief



RAETHELLA JONES
Chief - Civil Division
E.J. KING, JR.
Chief Investigator

TOM SELLECK
CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

TO: Brazoria County Commissioners Court
FROM: Ryan Erickson-Assistant District Attorney-Civil Division
DATE: March 6, 2024
RE: Deliberation of Property Insurance Renewal Contract

MEMORANDUM

After examining the relevant facts and circumstances related to the above referenced contract, a determination has been made that open court deliberation on the certain specific financial issues related to the contract would have a detrimental effect on the position of the Commissioners' Court in negotiations with a third party.

COUNTY COURTHOUSE, 111 E. LOCUST, SUITE 408A, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1230

Brazosport Area
(979) 388-1230

Houston Area
(281) 756-1230

Fax-Criminal Division
(979) 864-1525

Fax-Civil Division
(979) 864-1712



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2.

3/12/2024

Out of State Travel - Specialty Court Teams

Approve the request for members of the Specialty Court Teams to attend the RISE 24 conference in Anaheim, California, May 22, 2024 through May 25, 2024.

CSCD employees:

- Courts Program Supervisor
- (4) Community Supervision Officers representing the Specialty Courts
- Specialty Courts liaison
- Mental Health Court Liaison
- ATS Supervisor

County employees and elected officials:

- DWI Recovery Court Presiding Judge
- Drug Court Prosecutor

Lodging, per diem and registration expenses will be paid for out of Specialty Court grants funds.

RISE24

May 22-25, 2024 | Anaheim, CA

PLAN YOUR EXPERIENCE

Schedule at a Glance

We are hard at work assembling a world-class program for RISE24. Stay tuned for the preliminary program grid, and check out the first look at our schedule at a glance.

Wednesday, May 22

Discipline Breakouts

8:00 - 9:15 a.m.

Training Sessions

9:30 - 10:45 a.m.

General Session

11:15 a.m. - 12:30 p.m.

Lunch

12:30 - 2:00 p.m.

Skill-Building Sessions

2:00 - 5:00 p.m.

Exhibitor Networking and Light Refreshments

5:00 - 6:00 p.m.

Thursday, May 23

Track Sessions

8:00 - 9:15 a.m.

Track Sessions

9:30 - 10:45 a.m.

General Session

11:15 a.m. - 12:30 p.m.

Lunch

12:30 - 2:00 p.m.

Track Sessions

2:00 - 3:15 p.m.

Track Sessions

3:30 - 4:45 p.m.

Exhibitor Networking and Light Refreshments

4:45 - 5:45 p.m.

Friday, May 24

Concurrent Sessions

8:00 - 9:15 a.m.

Concurrent Sessions

9:30 - 10:45 a.m.

General Session

11:15 a.m. - 12:30 p.m.

Lunch

12:30 - 2:00 p.m.

Concurrent Sessions

2:00 - 3:15 p.m.

Concurrent Sessions

3:30 - 4:45 p.m.

Saturday, May 25

Concurrent Sessions

8:00 - 9:15 a.m.

Concurrent Sessions

9:30 - 10:45 a.m.

General Session

11:00 a.m. - 12:15 p.m.

Explore RISE24



Explore Anaheim



Justification Toolkit



Registration



Housing

Contact Us | FAQ

625 N. Washington St, Suite 212, Alexandria, VA 22314 | 703-575-9400



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3.

3/12/2024

2023 Racial Profiling Report - Sheriff's Office

Accept the Racial Profiling Report for the year ending December 31, 2023 as submitted in accordance with the Texas Racial Profiling Law to the Commissioners' Court.

Racial Profiling Report | Full

Agency Name: BRAZORIA COUNTY SHERIFF'S OFFICE
Reporting Date: 01/17/2024
TCOLE Agency Number: 039100

Chief Administrator: LEONARD R. STALLMAN III

Agency Contact Information:
Phone: (979) 864-2214
Email: bo.stallman@brazoria-county.com

Mailing Address:
3602 COUNTY ROAD 45
ANGLETON, TX 77515-9575

This Agency filed a full report

BRAZORIA COUNTY SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the BRAZORIA COUNTY SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the BRAZORIA COUNTY SHERIFF'S OFFICE if the individual believes that a peace officer employed by the BRAZORIA COUNTY SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the BRAZORIA COUNTY SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the BRAZORIA COUNTY SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BRAZORIA COUNTY SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: IAN PATIN
Chief Deputy

Date: 01/17/2024

Total stops: 18645

Street address or approximate location of the stop

City street	1702
US highway	197
County road	9765
State highway	6769
Private property or other	212

Was race or ethnicity known prior to stop?

Yes	132
No	18513

Race / Ethnicity

Alaska Native / American Indian	14
Asian / Pacific Islander	934
Black	4396
White	11536
Hispanic / Latino	1765

Gender

Female	6521
Alaska Native / American Indian	1
Asian / Pacific Islander	301
Black	1709
White	4039
Hispanic / Latino	471
Male	12124
Alaska Native / American Indian	13
Asian / Pacific Islander	633
Black	2687
White	7497
Hispanic / Latino	1294

Reason for stop?

Violation of law	143
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	32
White	90

Hispanic / Latino	19
Preexisting knowledge	127
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	18
White	91
Hispanic / Latino	17
Moving traffic violation	11763
Alaska Native / American Indian	12
Asian / Pacific Islander	701
Black	2727
White	7264
Hispanic / Latino	1059
Vehicle traffic violation	6612
Alaska Native / American Indian	2
Asian / Pacific Islander	230
Black	1619
White	4091
Hispanic / Latino	670
Was a search conducted?	
Yes	1191
Alaska Native / American Indian	1
Asian / Pacific Islander	20
Black	352
White	720
Hispanic / Latino	98
No	17454
Alaska Native / American Indian	13
Asian / Pacific Islander	914
Black	4044
White	10816
Hispanic / Latino	1667
Reason for Search?	
Consent	507
Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	77
White	375

Hispanic / Latino	45
Contraband	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	11
Hispanic / Latino	3
Probable	544
Alaska Native / American Indian	1
Asian / Pacific Islander	9
Black	246
White	254
Hispanic / Latino	34
Inventory	84
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	16
White	58
Hispanic / Latino	9
Incident to arrest	37
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	22
Hispanic / Latino	7

Was Contraband discovered?

Yes	177
Alaska Native / American Indian	1
Asian / Pacific Islander	20
Black	352
White	720
Hispanic / Latino	98
No	1014
Alaska Native / American Indian	1
Asian / Pacific Islander	15
Black	305
White	611
Hispanic / Latino	82

Did the finding result in arrest?
(total should equal previous column)

Yes	0	No	1
Yes	5	No	15
Yes	47	No	305
Yes	109	No	611
Yes	16	No	82

Description of contraband	
Drugs	377
Alaska Native / American Indian	0
Asian / Pacific Islander	11
Black	127
White	207
Hispanic / Latino	32
Weapons	21
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	9
White	10
Hispanic / Latino	1
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	37
Alaska Native / American Indian	10
Asian / Pacific Islander	1
Black	8
White	21
Hispanic / Latino	6
Stolen property	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	1
Other	750
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	205
White	480
Hispanic / Latino	58
Result of the stop	
Verbal warning	888

Alaska Native / American Indian	1
Asian / Pacific Islander	43
Black	201
White	532
Hispanic / Latino	111
Written warning	13898
Alaska Native / American Indian	10
Asian / Pacific Islander	722
Black	3236
White	8861
Hispanic / Latino	1069
Citation	3307
Alaska Native / American Indian	3
Asian / Pacific Islander	164
Black	806
White	1800
Hispanic / Latino	534
Written warning and arrest	302
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	76
White	193
Hispanic / Latino	30
Citation and arrest	67
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	25
White	37
Hispanic / Latino	5
Arrest	183
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	52
White	113
Hispanic / Latino	16
Arrest based on	
Violation of Penal Code	272
Alaska Native / American Indian	0
Asian / Pacific Islander	4

Black	67
White	171
Hispanic / Latino	30
Violation of Traffic Law	45
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	30
Hispanic / Latino	6
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	235
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	77
White	142
Hispanic / Latino	15

Was physical force resulting in bodily injury used during stop?

Yes	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	18642
Alaska Native / American Indian	14
Asian / Pacific Islander	934
Black	4395
White	11534
Hispanic / Latino	1765

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



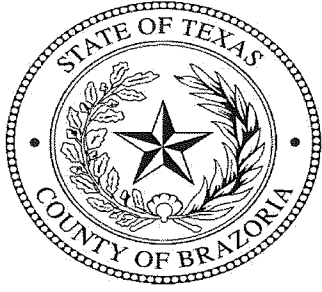
**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.4.

3/12/2024

Waiver of Penalty and Interest on Delinquent Taxes

Approve the Waiver of Penalty and Interest on accounts as shown in the attached Exhibit A per Section 33.011 of the Texas Property Tax Code.



Brazoria County Tax Office

KRISTIN R. BULANEK
TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1320
FAX 979.864.1346

March 12, 2024

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

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

Please see the Request for Waiver of Penalty and Interest for the account(s) listed on attached Exhibit A pursuant to Section 33.011 of the Texas Property Tax Code.

Perdue Brandon Fielder Collins and Mott, LLP and the Brazoria County Tax Assessor-Collector reviewed the account(s) and evidence to determine if there is cause for waiver of penalties and interest in compliance with the statute. After review, it is recommended penalty and interest be waived pursuant to Section 33.011 of the Texas Property Tax Code.

Amount of penalty and interest requested for waiver for Brazoria County is as follows:

General Fund	\$ 39.90
Special R & B	<u>\$ 6.38</u>
Total	\$ 46.28

Sincerely,

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

REQUEST FOR WAIVER
 PENALTY and INTEREST

ACCOUNT NUMBER	COUNTY	SPEC	SCHOOL	COLLEGE	HOSPITAL	EMS	PORT	DRAINAGE	CITY/MUD	TOTAL
31500047110	\$4.50	\$0.72	\$14.96	0.00	0.00	2.11	0.27	0.24	0.00	22.80
81950002000	\$35.40	\$5.66	\$117.62	0.00	0.00	16.59	2.09	1.92	80.25	259.53
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	\$39.90	\$6.38	\$132.58	\$0.00	\$0.00	\$18.70	\$2.36	\$2.16	\$80.25	\$282.33

"EXHIBIT A"



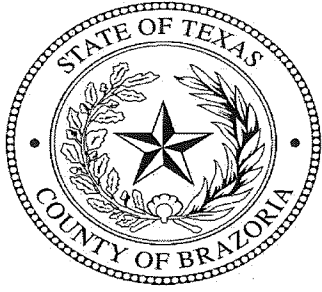
**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.5.

3/12/2024

Waiver of Penalty and Interest on Delinquent Taxes

Approve the Waiver of Penalty and Interest on accounts as shown in the attached Exhibit A per Section 33.011 of the Texas Property Tax Code.



Brazoria County Tax Office

KRISTIN R. BULANEK
TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1320
FAX 979.864.1346

March 12, 2024

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

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

Please see the Request for Waiver of Penalty and Interest for the account(s) listed on attached Exhibit A pursuant to Section 33.011 of the Texas Property Tax Code.

Perdue Brandon Fielder Collins and Mott, LLP and the Brazoria County Tax Assessor-Collector reviewed the account(s) and evidence to determine if there is cause for waiver of penalties and interest in compliance with the statute. After review, it is recommended penalty and interest be waived pursuant to Section 33.011 of the Texas Property Tax Code.

Amount of penalty and interest requested for waiver for Brazoria County is as follows:

General Fund	\$ 21.22
Special R & B	\$ <u>3.39</u>
Total	\$ 24.61

Sincerely,

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

**REQUEST FOR WAIVER
PENALTY and INTEREST**

ACCOUNT NUMBER	COUNTY	SPEC	SCHOOL	COLLEGE	HOSPITAL	EMS	PORT	DRAINAGE	CITY/MUD	TOTAL
25700009000	\$18.95	\$3.03	\$83.46	10.59	0.00	0.00	0.00	10.50	47.95	174.48
91031863158	\$2.27	\$0.36	\$10.01	1.27	0.00	0.00	0.00	1.26	5.75	20.92
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	\$21.22	\$3.39	\$93.47	\$11.86	\$0.00	\$0.00	\$0.00	\$11.76	\$53.70	\$195.40

"EXHIBIT A"



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6.

3/12/2024

Payment of Bills

That the checks payable through Monday, March 11, 2024 be approved for payment in accordance with Local Government Code 115.021.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7.

3/12/2024

FY 2024: Record Budget for Other Funds

County Clerk - Records Archive 520000 (Operating) 38120 12000 \$66,000

Record budget amendment for additional professional services. Reserves are available for the expenditures.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8.

3/12/2024

FY 2024: Record Budget for Other Funds

Sheriff Commissary	590000 (Capital)	39120	35000	\$188,572
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Record budget amendment for capital outlay including HVAC improvements and mental health cell safety padding. Reserve funds are available for the expenditures.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9.

3/12/2024

FY 2024: Line Item Transfer

Non-Departmental	420000 (Licenses & Permits)	10000	14900	\$90,000
Non-Departmental	438010 (Service Fees)	10000	14900	\$30,000
Non-Departmental	440000 (Legislative Fees)	10000	14900	\$140,000
Non-Departmental	460100 (Interest Revenue)	10000	14900	\$100,000
Detention Center	470400 (Coin Telephone Comm.)	10000	35000	\$20,000
District Court - 412 th	520000 (Operating)	10000	16412	\$380,000

Transfer is needed for various revenue budgets and adult indigent attorney fee expenditures.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10.

3/12/2024

FY 2024: Line Item Transfer

Fire Code Inspection & Permit	520000 (Operating)	38000	34200	(\$5,990)
	590000 (Capital)	38000	34200	\$5,990

Transfer is needed for increased cost of budgeted vehicles.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11.

3/12/2024

Audit Report for Brazoria County Emergency Services District No. 5

That Commissioners Court accept the Financial Audit Report for Brazoria County Emergency Services District No. 5 for the year ending September 30, 2023.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5

BRAZORIA COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2023

McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5

BRAZORIA COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2023

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McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

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PO Box 29584
Austin, TX 78755-5126
(512) 610-2209
www.mgsbpllc.com
E-Mail: mgsb@mgsbpllc.com

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Brazoria County Emergency
Services District No. 5
Brazoria County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Brazoria County Emergency Services District No. 5 (the "District") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

January 12, 2024

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Management’s discussion and analysis of Brazoria County Emergency Services District No. 5’s (the “District”) financial performance provides an overview of the District’s financial activities for the year ended September 30, 2023. Please read it in conjunction with the District’s financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) fund financial statements and government-wide financial statements and (2) notes to the financial statements. The fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Funds Balance Sheet and (2) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District’s annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District’s overall status. Financial reporting at this level uses a perspective like that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all the District’s assets, liabilities and, if applicable, deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District’s net position changed during the current fiscal period. All current year revenues and expenses are included regardless of when cash is received or paid.

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, District services and general expenditures.

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District’s governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information (“RSI”). The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District’s financial position. In the case of the District, assets exceeded liabilities by \$132,756 as of September 30, 2023.

The following is a comparative analysis of government-wide changes in net position:

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following is an analysis of government-wide changes in net position:

	Summary of Changes in the Statement of Net Position		
	2023	2022	Change Positive (Negative)
Current and Other Assets	\$ 140,758	\$ 80,244	\$ 60,514
Total Assets	\$ 140,758	\$ 80,244	\$ 60,514
Current and Other Liabilities	\$ 8,002	\$ 4,622	\$ (3,380)
Total Liabilities	\$ 8,002	\$ 4,622	\$ (3,380)
Net Position:			
Unrestricted	\$ 132,756	\$ 75,622	\$ 57,134
Total Net Position	\$ 132,756	\$ 75,622	\$ 57,134

The following table provides a summary of the District's operations for the year ended September 30, 2023, and for the year ended September 30, 2022.

	Summary of Changes in the Statement of Activities		
	2023	2022	Change Positive (Negative)
Revenues:			
Property Taxes	\$ 708,656	\$ 648,040	\$ 60,616
Other Revenues	11,363	2,620	8,743
Total Revenues	\$ 720,019	\$ 650,660	\$ 69,359
Expenses for Services	662,885	664,935	2,050
Change in Net Position	\$ 57,134	\$ (14,275)	\$ 71,409
Net Position, Beginning of Year	75,622	89,897	(14,275)
Net Position, End of Year	\$ 132,756	\$ 75,622	\$ 57,134

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's General Fund fund balance as of September 30, 2023, was \$126,615, an increase of \$55,578 primarily due to property tax revenues exceeding other operating costs.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners did not amend the budget during the current year. Actual revenues were \$9,082 more than budgeted revenues and actual expenditures were \$46,496 less than budgeted expenditures, which resulted in a positive budget variance of \$55,578.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Brazoria County Emergency Services District No. 5, c/o Bacon, Wallace & Philbin, LLP, 6363 Woodway, Suite 800, Houston, TX 77057.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2023

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	\$ 6,333	\$	\$ 6,333
Investments	128,284		128,284
Receivables: Property Taxes	6,141		6,141
TOTAL ASSETS	\$ 140,758	\$ - 0 -	\$ 140,758
 LIABILITIES			
Accounts Payable	\$ 8,002	\$ - 0 -	\$ 8,002
 DEFERRED INFLOWS OF RESOURCES			
Property Taxes	\$ 6,141	\$ (6,141)	\$ - 0 -
 FUND BALANCE			
Unassigned	\$ 126,615	\$ (126,615)	\$ - 0 -
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	\$ 140,758		
 NET POSITION			
Unrestricted		\$ 132,756	\$ 132,756

The accompanying notes to the financial
statements are an integral part of this report.

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Total Fund Balance - Governmental Fund	\$ 126,615
--	------------

Amounts reported for governmental activities in the Statement of Net Position are different because:

Deferred inflows of resources related to property tax revenues for the 2022 tax levy became part of recognized revenues in the governmental activities of the District.	<u>6,141</u>
Total Net Position - Governmental Activities	<u>\$ 132,756</u>

The accompanying notes to the financial statements are an integral part of this report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	\$ 707,100	\$ 1,556	\$ 708,656
Penalty and Interest	2,300		2,300
Investment Revenues	8,623		8,623
Miscellaneous Revenues	440		440
TOTAL REVENUES	\$ 718,463	\$ 1,556	\$ 720,019
EXPENDITURES/EXPENSES			
Service Operations:			
District Services - Pearland Fire Department	\$ 576,012	\$	\$ 576,012
Accounting and Auditing	30,271		30,271
Appraisal District Fees	4,101		4,101
Commissioner Fees	9,110		9,110
Legal Fees - General	33,000		33,000
Tax Assessor/Collector Fees	622		622
Other	9,769		9,769
TOTAL EXPENDITURES/EXPENSES	\$ 662,885	\$ - 0 -	\$ 662,885
NET CHANGE IN FUND BALANCE	\$ 55,578	\$ (55,578)	\$
CHANGE IN NET POSITION		57,134	57,134
FUND BALANCE/NET POSITION - OCTOBER 1, 2022	71,037	4,585	75,622
FUND BALANCE/NET POSITION - SEPTEMBER 30, 2023	\$ 126,615	\$ 6,141	\$ 132,756

The accompanying notes to the financial statements are an integral part of this report.

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023**

Net Change in Fund Balance - Governmental Fund	\$	55,578
--	----	--------

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.

		<u>1,556</u>
Change in Net Position - Governmental Activities	\$	<u>57,134</u>

The accompanying notes to the financial statements are an integral part of this report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1. CREATION OF DISTRICT

Brazoria County Emergency Services District No. 5 (the “District”), located in Brazoria County, Texas, was created by the Commissioners’ Court of Brazoria County on November 27, 2018, in accordance with Article III, Section 48-e, of the Texas Constitution. This action was taken by the Commissioners as a result of voter approval by residents of the District on November 6, 2018. The District operates under Chapter 775 of the Health and Safety Code. The District was established to provide funds for the contracting of emergency services within the boundaries of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board (“GASB”).

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District’s financial statement as component units.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting (“GASB Codification”).

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Funds Balance Sheet and a Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

Governmental Funds

The District has one governmental fund; therefore, this fund is a major fund.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements (Continued)

General Fund - To account for resources not required to be accounted for in another fund, property tax revenues, costs of assessing and collecting taxes and general expenditures.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both “measurable and available.” Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The District considers revenues reported in governmental funds to be available if they are collectable within 60 days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and included in revenues include taxes collected during the year and taxes collected after year-end, which were considered available to defray the expenditures of the current year. Deferred inflows of resources related to property tax revenues are those taxes which the District does not reasonably expect to be collected soon enough in the subsequent period to finance current expenditures

Capital Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair market value on the date donated. Repairs and maintenance are recorded as an expenditure in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset after completion. Installation costs, professional fees and certain other costs are capitalized as part of the asset.

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District’s Board of Commissioners. The budget is prepared using the same method of accounting as for financial reporting. The original General Fund budget for the current year was not amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and amended budget amounts compared to the actual amounts of revenues and expenditures for the current year.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are wages subject to federal income tax withholding for payroll tax purposes only.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, liabilities, and deferred inflows and outflows of resources associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Funds Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriate resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in governmental funds are classified using the following hierarchy:

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The District does not have any nonspendable fund balances.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Commissioners. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances. The District does not have any assigned balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3. TAX LEVY

On November 6, 2018, the voters of the District approved a maximum tax rate of \$0.10 per \$100 of assessed valuation on all taxable property within the District. During the fiscal year ended September 30, 2023, the District levied an ad valorem tax at the rate of \$0.10 per \$100 of assessed valuation, which resulted in a tax levy of \$710,067 on the adjusted taxable valuation of \$709,994,862 for the 2022 tax year.

All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Deposits (Continued)

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District’s deposits was \$6,333 and the bank balance was \$6,297. The District was not exposed to custodial credit risk at year-end.

The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at September 30, 2023, as listed below:

	Cash
GENERAL FUND	\$ <u>6,333</u>

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District’s financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The District’s investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” No person may invest District funds without express written authority from the Board of Commissioners.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District’s investment policy may be more restrictive than the Public Funds Investment Act.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Certificates of deposit are valued at acquisition costs at the time of purchase. The District also invests in Texas Cooperative Liquid Assets Securities System Trust (“Texas CLASS”), an external public funds investment pool that is not SEC-registered. Public Trust Advisors, LLC serves as the pool’s administrator and investment advisor. The pool is subject to the general supervision of the Board of Trustees and its Advisory Board. UMB Bank, N.A. serves as custodian for the pool. Investments held by Texas CLASS are priced to market on a weekly basis. The investments are considered to be Level I investments because their fair value is measured by quoted prices in active markets. The fair value of the District’s position in the pool is the same as the value of the pool shares. There are no limitations or restrictions on withdrawals from Texas CLASS.

As of September 30, 2023, the District had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities of Less Than 1 Year
<u>GENERAL FUND</u>		
Texas CLASS	<u>\$ 128,284</u>	<u>\$ 128,284</u>

NOTE 5. CONTRACT FOR PROVIDING EMERGENCY SERVICES

The District has contracted with the City of Pearland (“Pearland”) for fire protection, fire suppression and emergency medical first responder and rescue services to the persons and commercial interests within the boundaries of the District. The term of the current contract is for 3 years commencing on January 1, 2019 and ending December 31, 2021. On December 13, 2021, the District approved extending the term of this contract for 5 years, ending September 30, 2026.

Either party may terminate this agreement by providing one-year written notice to the other party.

During the term of this agreement, the annual compensation to be paid by the District to Pearland will be calculated as follows: the District shall pay to Pearland an amount equal to the total sum of taxes collected by the District, minus the sum necessary to meet the District’s annual budget. The annual payment for services shall be received by Pearland no later than March 31 of each year, for services rendered in the prior year. The District agrees to set a tax rate not lower than ten cents (\$0.10) per \$100 of appraised taxable value of the real property located within the District’s territory so long as Pearland provides the District with its annual cost of providing emergency services to the District and such cost exceeds the District’s annual payment for services, to the extent such a tax rate is permitted under State Law.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. RISK MANAGEMENT

Section 775.033 of the Texas Health and Safety Code states that a District is not liable for a claim arising from the act or omission of an employee or volunteer under an oral or written contract with the District if the act or omission: (1) is in the course and scope of the employee's or volunteer's duties for the District; (2) takes place or during the provision of emergency services; (3) is not in violation of a statute or ordinance applicable to emergency action; and (4) is not willful or wantonly negligent. The District is exposed to liability for all other acts or omissions outside the scope of this Section of the Texas Health and Safety Code, for which the District carries commercial insurance. There have been no significant reductions in coverages from the prior three years and no claims have been filed to date.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5

REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2023

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 5
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
REVENUES			
Property Taxes	\$ 705,571	\$ 707,100	\$ 1,529
Penalty and Interest	2,300	2,300	
Investment Revenues	1,400	8,623	7,223
Miscellaneous Revenues	<u>110</u>	<u>440</u>	<u>330</u>
TOTAL REVENUES	<u>\$ 709,381</u>	<u>\$ 718,463</u>	<u>\$ 9,082</u>
EXPENDITURES			
Service Operations:			
District Services - Pearland Fire Department	\$ 607,088	\$ 576,012	\$ 31,076
Accounting and Auditing	17,600	30,271	(12,671)
Appraisal District Fees	3,913	4,101	(188)
Commissioner Fees	12,400	9,110	3,290
Legal Fees - General	36,000	33,000	3,000
Tax Assessor/Collector Fees	700	622	78
Other	<u>31,680</u>	<u>9,769</u>	<u>21,911</u>
TOTAL EXPENDITURES	<u>\$ 709,381</u>	<u>\$ 662,885</u>	<u>\$ 46,496</u>
NET CHANGE IN FUND BALANCE	\$ -0-	\$ 55,578	\$ 55,578
FUND BALANCE - OCTOBER 1, 2022	<u>71,037</u>	<u>71,037</u>	
FUND BALANCE - SEPTEMBER 30, 2023	<u>\$ 71,037</u>	<u>\$ 126,615</u>	<u>\$ 55,578</u>

See accompanying independent auditor's report.



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.12.

3/12/2024

FY 2024: Line Item Transfers

Road and Bridge

500000 (Salaries/Benefits)	20000	75000	(1,200,000.00)
520000 (Operating)	20000	75000	742,920.80
590000 (Capital)	20000	75000	2,602,123.20

Transfer is needed for salaries/benefits, operating, and capital expenditures.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13.

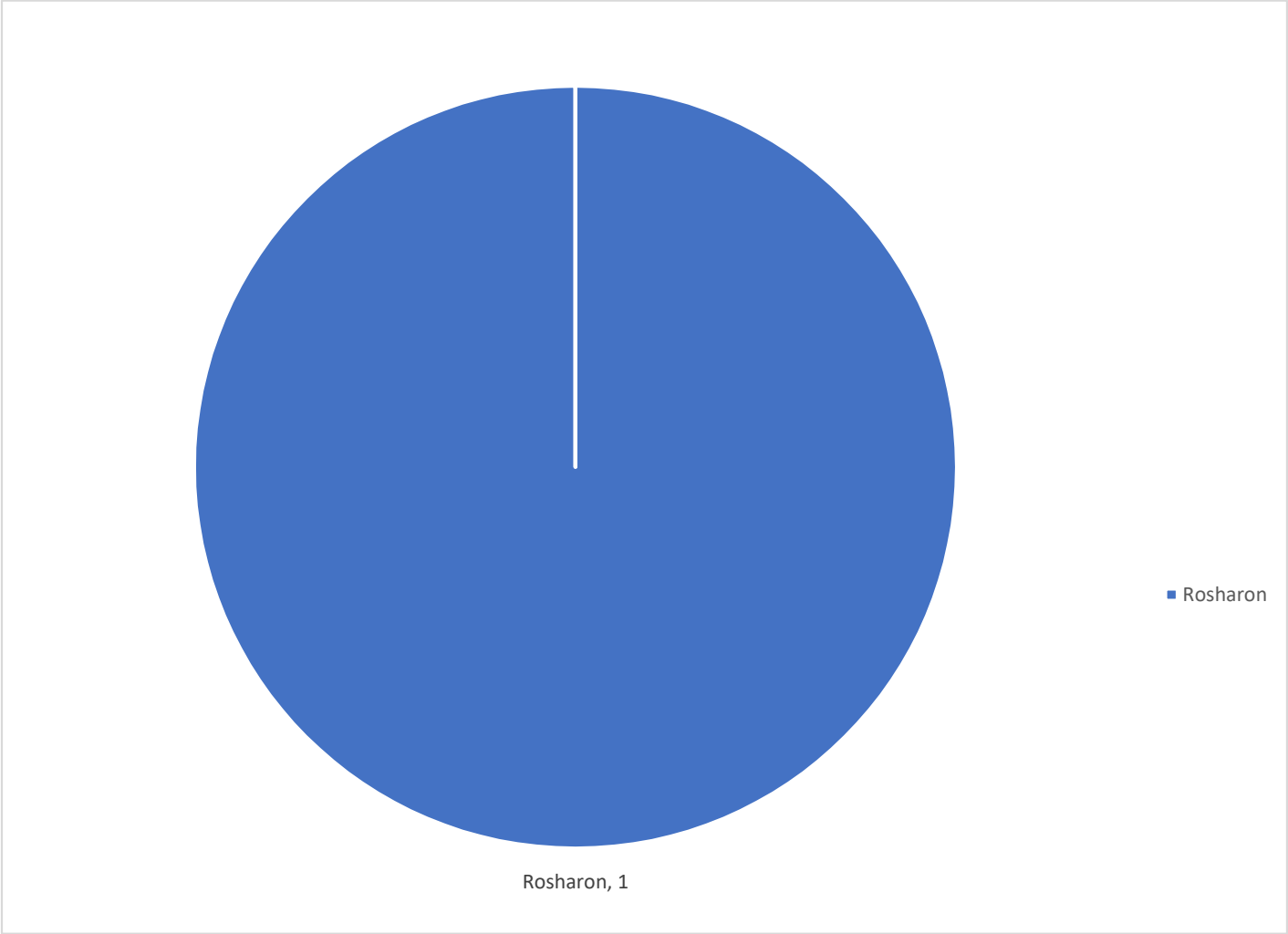
3/12/2024

Monthly Welfare Reports

Approve the Reliant Energy CARES and Direct Energy's N2N funding Monthly Assistance Reports for the month of February 2024. This report shows the cities where Reliant and Direct Energy funds were utilized and the number of clients assisted in the month of February.

DIRECT ENERGY N2N GRANT ASSISTANCE REPORT

February 2024

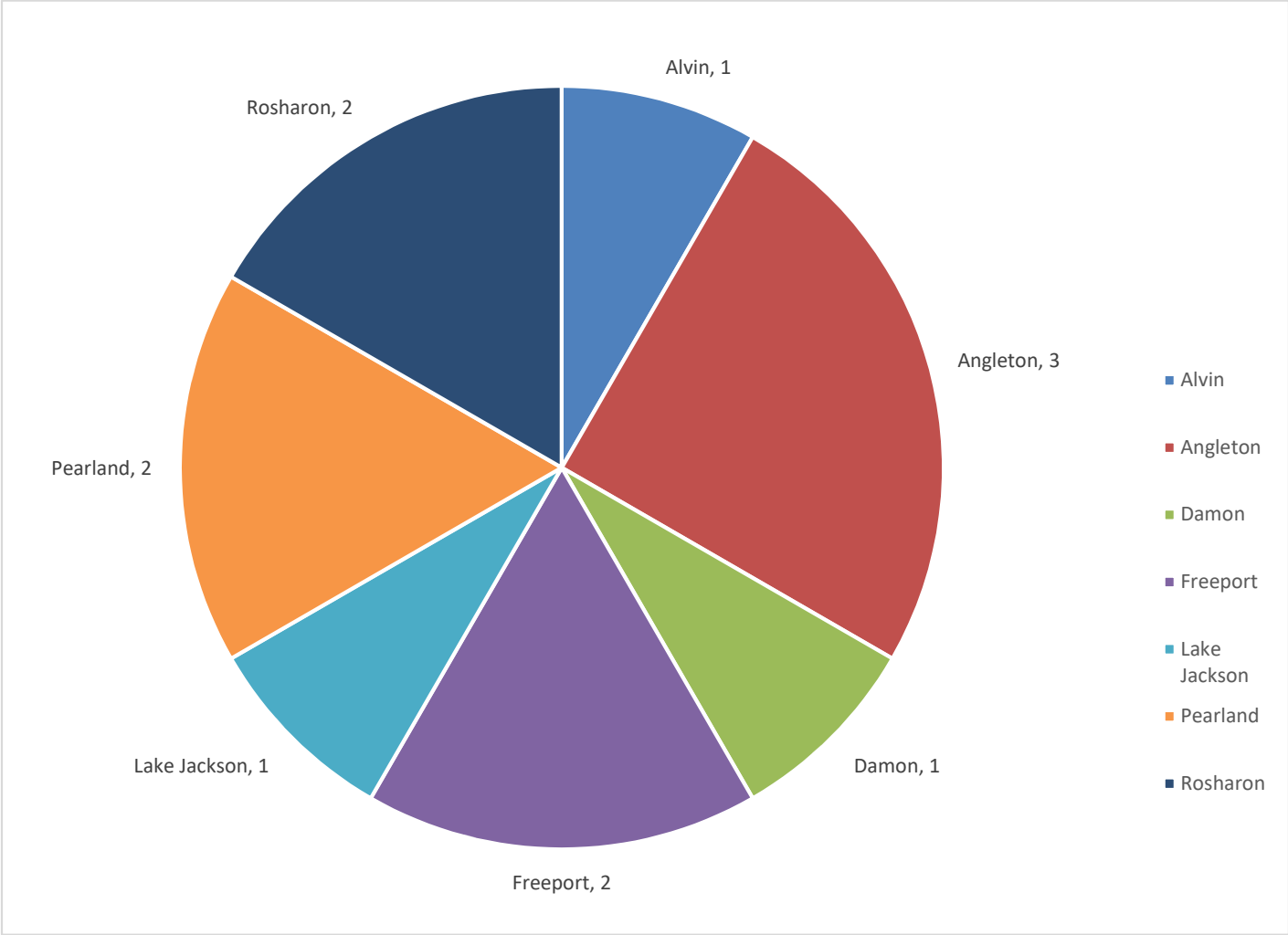


The above chart represents the number of clients from each City that were assisted in February 2024

TOTAL CLIENTS SEEN: 1

RELIANT CARE GRANT ASSISTANCE REPORT

February 2024



The above chart represents the number of clients from each City that were assisted in February 2024

TOTAL CLIENTS SEEN: 12



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14.

3/12/2024

Monthly Section 8 Reports

Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports and number of active Tenants on the program as of February 29, 2024. These reports reflect the various aspects of the program including, but not limited to, number of tenants on the Voucher programs and the cities they live in, number of families leaving the program, funding levels, and the number of inspections completed in a month.

CY 2024 Termination Report

Month	Bedroom Size					TOTAL BY MONTH	
	0	1	2	3	4		5
January		1	1				2
February		2	1				3
March							0
April							0
May							0
June							0
July							0
August							0
September							0
October							0
November							0
December							0
	0	3	2	0	0	0	5

FY 2024 Termination Report

Month	Bedroom Size					TOTAL BY MONTH	
	0	1	2	3	4		5
October		4	1				5
November		1	1				2
December		3	2				5
January		1	1				2
February		2	1				3
March							0
April							0
May							0
June							0
July							0
August							0
September							0
	0	11	6	0	0	0	17

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move	
						Out/Damage	Reinspection
January	127	49	64	14			39
February	130	50	73	7			54
March	0						
April	0						
May	0						
June	0						
July	0						
August	0						
September	0						
October	0						
November	0						
December	0						

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move	
						Out/Damage	Reinspection
January	0	0	0	0			0
February	0	0	0	0			0
March	0						
April	0						
May	0						
June	0						
July	0						
August	0						
September	0						
October	0						
November	0						
December	0						

**Please Note: Quality control inspections are a requirement by HUD to review the performance of the inspector that conducts the regular annual, new unit, and any special requested inspections

Lease Rate

CY 2023

Month	Total Units Approved	Total Units Leased	% Leased
January	612	632	103.3%
February	612	626	102.3%
March	612		0.0%
April	612		0.0%
May	612		0.0%
June	612		0.0%
July	612		0.0%
August	612		0.0%
September	612		0.0%
October	612		0.0%
November	612		0.0%
December	612		0.0%
	7344	1258	17.1%

FY 2024

Month	Total Units Approved	Total Units Leased	% Leased
October	612	631	103.1%
November	612	633	103.4%
December	612	636	103.9%
January	612	632	103.3%
February	612	626	102.3%
March	612		0.0%
April	612		0.0%
May	612		0.0%
June	612		0.0%
July	612		0.0%
August	612		0.0%
September	612		0.0%
	7344	3158	43.0%

Total Units Leased will constantly change due to release of accounts or from prior months.

Program Utilization - Calendar Year 2024

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-23	(404,013.00)		(73.12)	(886.00)	412,294.00	1,616.00	8,937.88	102.2%	(9,616.00)	(684.74)	12,357.00	(50,000.00)	48,748.64
February-23	(404,013.00)		(11.09)	(945.25)	425,501.00	2,008.00	22,539.66	105.6%	(16,993.00)	(1,126.42)	12,563.00	(56,253.00)	52,868.94
March-23							-	#DIV/0!					
April-23							-	#DIV/0!					
May-23							-	#DIV/0!					
June-23							-	#DIV/0!					
July-23							-	#DIV/0!					
August-23							-	#DIV/0!					
September-23							-	#DIV/0!					
October-23							-	#DIV/0!					
November-23							-	#DIV/0!					
December-23							-	#DIV/0!					
TOTALS	(808,026.00)	-	(84.21)	(1,831.25)	837,795.00	3,624.00	31,477.54	103.9%	(26,609.00)	(1,811.16)	24,920.00	(106,253.00)	101,617.58
	(809,857.25)	-	-	-	841,419.00				(134,673.16)				126,537.58

Program Utilization - Fiscal Year 2024

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
October-23	(522,129.00)		(9.83)	(3,244.00)	396,658.15	1,657.00	(127,067.68)	75.8%	(8,067.00)	(608.87)	7,295.00	(71,299.00)	51,231.72
November-23	(409,416.00)		(28.85)	(1,959.00)	421,513.00	1,847.00	11,956.15	102.9%	(8,710.00)	(679.87)	10,844.00	(52,778.00)	51,882.20
December-23	(409,416.00)		(73.12)	(1,796.00)	429,326.00	1,247.00	19,287.88	104.7%	(11,048.00)	(873.61)	13,899.00	(52,778.00)	58,516.65
January-24	(404,013.00)		(11.09)	(886.00)	412,294.00	1,616.00	8,999.91	102.2%	(9,616.00)	(684.74)	12,357.00	(50,000.00)	48,748.64
February-24	(404,013.00)			(945.25)	425,501.00	2,008.00	22,550.75	105.6%	(16,993.00)	(1,126.42)	12,563.00	(56,253.00)	52,868.94
March-24							-	#DIV/0!					
April-24							-	#DIV/0!					
May-24							-	#DIV/0!					
June-24							-	#DIV/0!					
July-24							-	#DIV/0!					
August-24							-	#DIV/0!					
September-24							-	#DIV/0!					
TOTALS	(2,148,987.00)	-	(122.89)	(8,830.25)	2,085,292.15	8,375.00	(64,272.99)	97.0%	(54,434.00)	(3,973.51)	56,958.00	(283,108.00)	263,248.15
	(2,157,817.25)				2,093,667.15				(341,515.51)				320,206.15

Outgoing Ports

CY 2023

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January	2	1	1
February	0	1	0
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

FY 2024

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
October	0	1	0
November	0	1	0
December	0	1	0
January	2	1	1
February	0	1	0
March			
April			
May			
June			
July			
August			
September			

Incoming Ports

CY 2023

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	0	15	0	0
February	0	15	1	0
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

FY 2024

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
October	2	11	0	0
November	3	14	0	1
December	2	15	0	0
January	0	15	0	0
February	0	15	1	0
March				
April				
May				
June				
July				
August				
September				

Hard to House Families

CY 2024

January	3
February	3
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

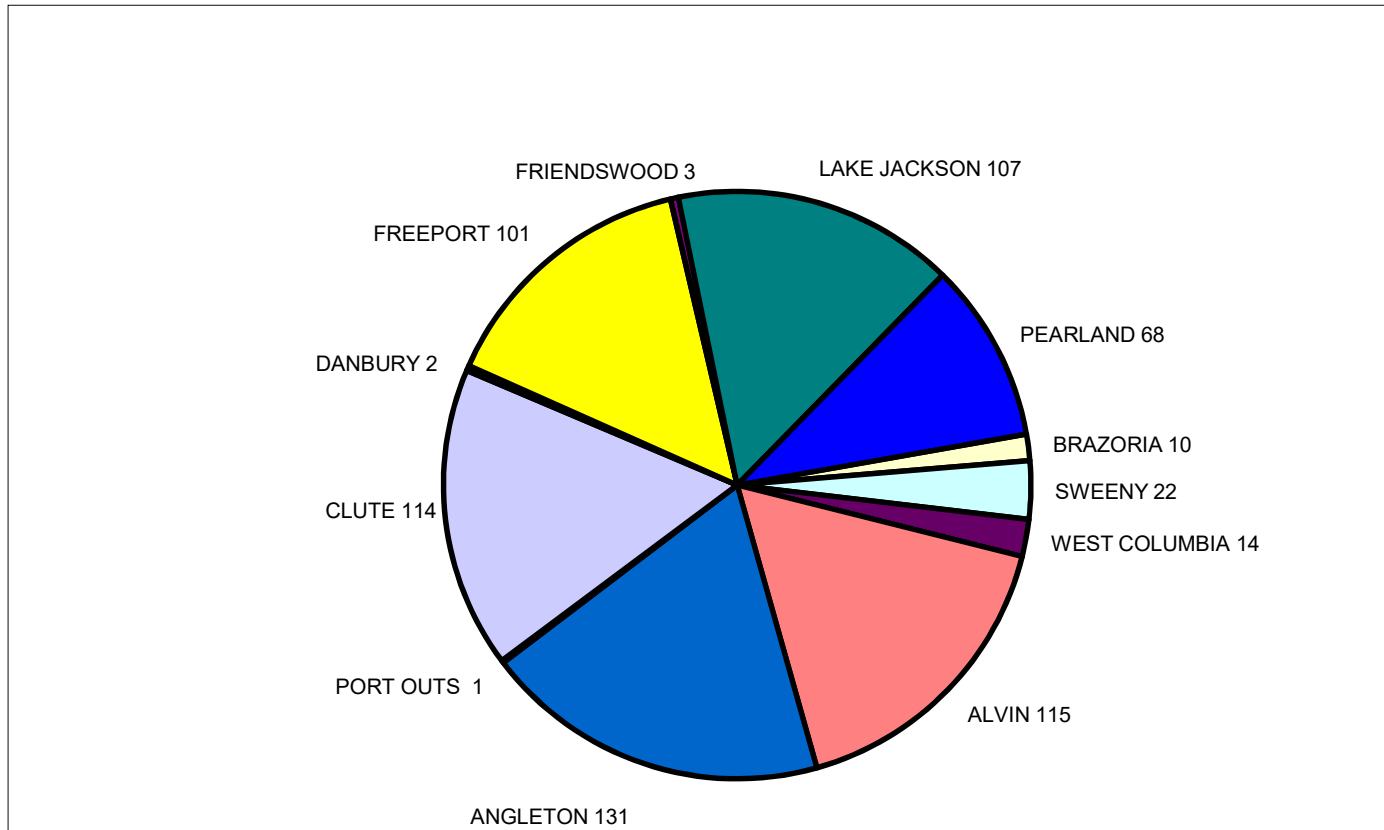
FY 2024

October	18
November	12
December	5
January	3
February	3
March	
April	
May	
June	
July	
August	
September	

Hard to house is a family with 3 or more minors or a disabled person residing in the household.

ACTIVE SECTION 8 CLIENTS

March 2024



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of March 1, 2024

TOTAL NUMBER OF TENANTS SERVED 688



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15.

3/12/2024

Manvel Tower Project Signing Authority

The Court authorizes the County Judge to sign any and all documents associated with permitting and platting activity for the Manvel Tower and the Corporate Drive Maintenance Yard. Brazoria County is the primary owner of the parcels in question.

Completed plats, plans, and permits are required by the City of Manvel prior to its approval of construction of this project.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16.

3/12/2024

Alvin Annex Building Project Signing Authority

The Court authorizes the County Judge to sign any and all documents associated with permitting and platting activity for the Alvin Annex Building Project. Brazoria County is the primary owner of the parcels in question.

Completed plats, plans, and permits are required by the City of Alvin prior to its approval of construction of this project.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17.

3/12/2024

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 OYSTER CREEK

Ditch Survey - 518 Elm

CITY OF RICHWOOD

Culvert Set - 33211 Blue Marlin

CITY OF SURFSIDE

Culvert Set - 340 Thunder Road



City Hall
(979) 233-0...
Fax (979) 233-

IB24-OC
(OYSTER CREEK)
City ID Code 277

February 28, 2024

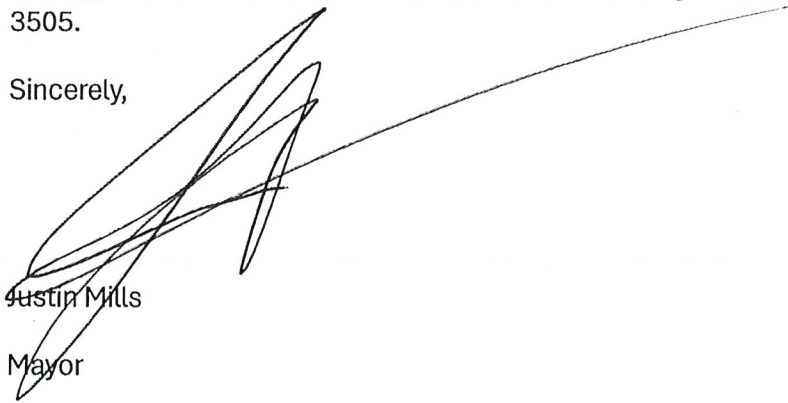
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, TX 77515

RE: 518 Elm – Surveying the ditch

Dear Brazoria County Engineering,

Please accept this request to survey the ditch at 518 Elm in Oyster Creek. The resident is having drainage issues. The resident's name is Harold Vandergriff and his phone number is 979-481-3505.

Sincerely,



Justin Mills

Mayor

AGREED _____

Brazoria County Engineer

Date Approved 3-12-24 Date Completed _____

WO# _____

COMMENTS

Tricia Simmons

From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Monday, March 4, 2024 11:05 AM
To: Engineer-Interlocals
Subject: [EXTERNAL] 33211 Blue Marlin, Richwood

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Please put on the agenda to set culverts.

33211 Blue Marlin, Richwood 77515
24 inch diameter culverts
5 culverts
Gustavo Rodriguez
979-230-8502

Thank You,

Kaytee Ellis

Utility Billing & Permitting Coordinator
City of Richwood
lellis@richwoodtx.gov
979-265-2082

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

AGREED _____

Brazoria County Engineer

Date Approved 3-12-24 Date Completed _____

WO# _____

COMMENTS



CULVERT REQUEST FORM

Date: 02/25/2024

Property Owner Name: Michelle Braswell-Verret

Address where culverts are to be set: 340 Thunder Rd, Surfside

Contact Number: 281-450-6781

Email Address: michlbraswell@gmail.com

Number of 4' culverts requested: 1

Fill material ordered and prepaid for at: N/A

****Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.****

Concrete culvert must be functional, the old one on site has to much damage to be used.

OFFICE USE ONLY:

Date given to FPM: 2-28-24

Size required: 18" Clean out port needed? No

Number required: 1 Date culverts set on property: _____

Is the area marked? Yes - wood stakes

Date request sent to county: 3-1-24

City Official Signature [Signature]

AGREED _____

Brazoria County Engineer

Date Approved 3-12-24 Date Completed _____

WO# _____

COMMENTS



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.18.

3/12/2024

Amend Court Order I.7 Dated February 13, 2024 - Exhibit D (Precinct 2)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19.

3/12/2024

DSHS Immunization / Locals Contract No. HHS001331300008 Amendment No. 1

The Court approves the DSHS Contract No. HHS001331300008 Amendment No. 1 in support of the Immunization program with Brazoria County Health Department.

The Court authorizes the County Judge to sign all documents related to this amendment, including e-signature.

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001331300008
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **BRAZORIA COUNTY HEALTH DEPARTMENT** (“Grantee”), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2023, and denominated DSHS Contract No. HHS001331300008 (the Contract), now want to amend the Contract.

WHEREAS, DSHS wants to exercise its option to extend the Contract term for an additional year, representing the first of four extension options (“First Extension Option”);

WHEREAS, DSHS wants to add funds to the Contract to pay for services provided during the extended term; and

WHEREAS, DSHS wants to revise the Statement of Work and replace Attachments C and D.

NOW, THEREFORE, the Parties agree as follows:

1. The Contract is extended in accordance with SECTION III, DURATION, of the Contract for an additional year. The First Extension Option shall begin on September 1, 2024 and ends on August 31, 2025, unless terminated sooner.
2. SECTION V, BUDGET AND INDIRECT COST RATE, of the Contract is amended to increase funding in the amount of \$181,221.00 for State Fiscal Year 2025 (“FY 2025”). The total not-to-exceed amount of this Contract is increased to **\$362,442.00**. All expenditures of the additional funds must conform with **ATTACHMENT B-1, FY 2025 BUDGET**.
3. ATTACHMENT A, STATEMENT OF WORK, of the Contract is deleted in its entirety and replaced with ATTACHMENT A-1, FY 2025 STATEMENT OF WORK.
4. ATTACHMENT B, BUDGET, of the Contract is supplemented with the addition of ATTACHMENT B-1, FY 2025 BUDGET.
5. ATTACHMENT C, HHS CONTRACT AFFIRMATIONS v. 2.2 (MAY 2022), is deleted in its entirety and replaced with ATTACHMENT C-1, HHS CONTRACT AFFIRMATIONS v. 2.3 (AUGUST 2023) which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
6. ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT v. 3.2 (July 2022) is deleted in its entirety and replaced with ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS-GRANT v. 3.3 (NOVEMBER 2023), which is attached to this Amendment and incorporated and made part of the Contract for all purposes.

7. ATTACHMENT J-1, FISCAL FEDERAL FUNDING AND ACCOUNTABILITY ACT (FFATA) CERTIFICATION FORM, is attached to this Amendment and incorporated into the Contract for all purposes.
8. This Amendment shall be effective September 1, 2024.
9. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. HHS001331300008**

**DEPARTMENT OF STATE HEALTH
SERVICES**

BRAZORIA COUNTY HEALTH DEPARTMENT

By: _____

By: _____

Name: _____

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

Title: _____

Title: County Judge

Date of Signature: _____

Date of Signature _____

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE
INCORPORATED INTO THE CONTRACT BY REFERENCE:**

ATTACHMENT A-1 - FY 2025 STATEMENT OF WORK

ATTACHMENT B-1 - FY 2025 BUDGET

ATTACHMENT C-1 - HHS CONTRACT AFFIRMATIONS v. 2.3 (AUGUST 2023)

**ATTACHMENT D-1- HHS UNIFORM TERMS AND CONDITIONS-GRANT v. 3.3
(NOVEMBER 2023)**

**ATTACHMENT J-1 - FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA) CERTIFICATION FORM**

ATTACHMENTS FOLLOW

ATTACHMENT A-1 FY 2025 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A. Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.
- B. Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) Programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form (EF11-13999)*.
- C. Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.
- D. Report all notifiable conditions as specified in Texas Administrative Code (TAC) Title 25, Part I §§ 97.1-97.6, as amended, and as otherwise required by law.
- E. Report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967, as amended).
- F. Sustain a network of TVFC/ASN providers to administer vaccines to program-eligible populations by conducting the following activities:
 - 1. Ensuring New Provider Checklist is completed;
 - 2. Conducting quality assurance reviews;
 - 3. Ensuring annual influenza pre-book survey is completed;
 - 4. Conducting compliance site visits;
 - 5. Conducting unannounced storage and handling visits; and
 - 6. Ensuring providers adhere to the vaccine borrowing procedure.
- G. Participate in audits and assessments through the following activities:
 - 1. Completing and submitting through Child Health Reporting System (CHRS) all audits and assessments conducted on childcare facilities and Head Start Centers;
 - 2. Completing audits, assessments and retrospective surveys of public and private schools;

3. Reviewing monthly reports to ensure data quality;
 4. Reviewing the monthly Provider Activity Reports;
 5. Reviewing the quarterly Consent Accepted Rate Evaluations; and
 6. Conducting quality improvement assessments of Texas Immunization Registry organizations.
- H. Provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:
1. American Indian Tribes;
 2. Schools and childcare facilities;
 3. Healthcare workers; and
 4. Community and general public.
- I. Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction or because of an inability to pay an administration fee.
- J. Be responsible for identification and case management of all hepatitis B surface antigen (HBsAg)-positive pregnant women. Grantee shall ensure timely newborn post-exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globulin (HBIG), timely completion of doses two and three of hepatitis B vaccine, and timely completion of post-vaccination serologic testing (PVST).
- K. Be responsible for assessing and/or auditing coverage rates and/or compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually from DSHS.
- L. Transfer (which may include shipping) overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Public Health Region (PHR) Immunization Program Manager to avoid vaccine waste. Grantee is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.
- M. Receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.
- N. Review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this Contract before the end of the Contract term.
- O. Submit out-of-state travel requests to the Immunization Section for approval when utilizing Contract funds or program income.

II. REPORTING REQUIREMENTS

Grantee shall:

- A. Report the number of doses administered to underinsured children monthly, as directed by DSHS.
- B. Report the number of unduplicated underinsured clients served, as directed by DSHS.
- C. Complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Immunization Section and available at <https://dshs.texas.gov/immunize/lhd.shtm> by the report due date. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2024 to 11/30/2024	12/31/2024
Programmatic	12/01/2024 to 02/28/2025	03/31/2025
Programmatic	03/01/2025 to 05/31/2025	06/30/2025
Programmatic	06/01/2025 to 08/31/2025	09/30/2025

Submit quarterly reports electronically through an online tool according to the timeframes stated above. DSHS Immunization Section will provide instructions at the beginning of each state fiscal year through CMS. Supplemental report documents (PEAR and AFIX reports, vacancy letters, etc.) should be sent to dshsimmunizationcontracts@dshs.texas.gov.

- D. Submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Date
September 1, 2024 – February 28, 2025	March 31, 2025
March 1, 2025 - August 31, 2025	September 30, 2025

- E. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the designated DSHS Contract Manager and fsoequip@dshs.texas.gov by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500.00 or more, but less than \$5,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems,

medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

- F.** Provide written notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
- 1.** Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 - 2.** After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.
 - 3.** Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.

III. RULES

Grantee shall:

- A.** Provide services in accordance with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including, but not limited to, the following:
- 1.** Written policies and procedures provided by DSHS in managing vaccines supplied through the ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster;
 - 2.** DSHS Immunization updated guidance according to the *FY2024 Contractors Guide*, located at:
<https://www.dshs.texas.gov/immunize/Responsible-Entities/Contract-Management/>;
 - 3.** Texas Health and Safety Code § 1001.089 and maintain the confidentiality of any public health data obtained through provision of essential public health services as those services are defined in Texas Health and Safety Code §121.002; and
 - 4.** Those terms and conditions set forth in **ATTACHMENT E, DATA USE AGREEMENT**.

IV. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-1** and compliance with the Contract's terms and conditions.

V. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) located at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 30 days following the end of the Contract term. Invoices received more than 30 days after the end of the Contract term are subject to denial of payment. Grantee shall electronically submit all invoices with supporting documentation to: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov with a copy to the assigned DSHS Contract Representative identified in the Signature Document.

- A.** At a minimum, voucher should include:
1. Grantee name, address, email address, vendor identification number, and telephone number;
 2. DSHS Contract or Purchase Order number;
 3. Dates services were completed and/or products were delivered;
 4. The total invoice amount; and
 5. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B-1, FY 2025 BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

ATTACHMENT B-1
FY 2025 BUDGET

Budget Categories	Budget for FY 2025 September 1, 2024 - August 31, 2025
Personnel	\$137,220.00
Fringe	\$44,001.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Total Direct	\$181,221.00
Indirect	\$0.00
Total	\$181,221.00

Remainder of page intentionally left blank

HEALTH AND HUMAN SERVICES
Contract Number HHS001331300008
Attachment C1 **CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

- 2. Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

- 3. Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

- 4. Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Brazoria County

Legal Name of Contractor

Brazoria County Health Department

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

L.M. "Matt" Sebesta, Jr.

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

237 E. Locust, Suite 401

Physical Street Address

Same

Mailing Address, if different

979-864-1200

Phone Number

MattS@brazoriacountytx.gov

Email Address

74-6000044

Federal Employer Identification Number

17460000445

Texas Franchise Tax Number

Date Signed

County Judge

Title of Authorized Representative

Angleton, Texas 77515

City, State, Zip Code

Same

City, State, Zip Code

979-864-1239

Fax Number

040341430

DUNS Number

17460000445

Texas Identification Number (TIN)

17460000445

Texas Secretary of State Filing Number

N1GLHP8EWH9

SAM.gov Unique Entity Identifier (UEI)



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).
 No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Textravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

- criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
 - C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
 - i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
 - iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

- A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
- i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

- obtained;
- ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. Material Breach**
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. **THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. **FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT**

AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Brazoria County Health Department	FFATA Contact: (Name, Email and Phone Number): Cathy Sbrusch cathys@brazoriacountytx.gov 979-864-1324
Primary Address of Contractor: 434 E. Mulberry Angleton, Texas 77515	Zip Code: 9-digits required www.usps.com 77515-4736
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov N1GLHP8EWH9	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 17460000445024

Printed Name of Authorized Representative: L.M. "Matt" Sebesta, Jr.	Signature of Authorized Representative
Title of Authorized Representative County Judge	Date Signed

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 9AEF69C6F0E24AB3AC0C8B42D3A40A0A	Status: Sent
Subject: Please DocuSign: HHS001331300008 Brazoria FY25 IMM Locals A-1.pdf	
Source Envelope:	
Document Pages: 54	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CMS Internal Routing Mailbox
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Road
	#100
	Reston, VA 20190
	CMS.InternalRouting@dshs.texas.gov
	IP Address: 160.42.90.99

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
2/22/2024 10:32:39 AM	CMS.InternalRouting@dshs.texas.gov	

Signer Events

Signature	Timestamp
L. M. "Matt" Sebesta, Jr. matts@brazoriacountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 2/22/2024 10:46:34 AM
Susana Garcia Susana.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
Patricia Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
Josh Hutchison Josh.Hutchison@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Cathy Sbrusch, RN, BSN, CIC
 cathys@brazoriacountytx.gov
 Security Level: Email, Account Authentication (None)

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CMS Inbox
 cmucontracts@dshs.texas.gov
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Michelle Hilscher
 michelle.hilscher@dshs.texas.gov
 Security Level: Email, Account Authentication (None)

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20.

3/12/2024

Letter of Agreement with Pharmacist for Brazoria County Health Department

The Court approves the County Judge to sign Letter of Agreement with Pharmacist for Brazoria County Health Department. This agreement delineates agreement terms, with option for four (4) one (1) year renewals.

**LETTER AGREEMENT with PHARMACIST
for
Brazoria County Health Department**

- Duties
 - › Monthly On Site Visits
 - a. Check drug expiration dates
 - b. Check Storage Conditions
 - c. Check refrigeration status for vaccines
 - d. Communicate with staff
 - › Monthly Communication with Health Director or Designee
 - › Yearly staff continuing education
 - › State Board of Pharmacy visits
 - a. Meet with Inspector
 - b. Correct deficiencies
- Brazoria County Health Department hired David Spence (License # 28724) as their pharmacist in charge. This relationship dates back to original date of March 1, 1999.
- Effective March 12, 2024, Brazoria County Health Department agrees to pay Pharmacist \$200.00 per visit as follows:
 - Once a month site visit
 - Annual staff in-service for continuing education
 - If presence is required, meet with State Board of Pharmacy during inspection

Agreement Term:


This agreement shall be for the period of one year to begin March 12, 2024, with the option for four (4) one (1) year renewals. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

Year 1: March 12, 2024 to March 11, 2025

Optional Renewals as follows:

- 1st: March 12, 2025 to March 11, 2026
- 2nd: March 12, 2026 to March 11, 2027
- 3rd: March 12, 2027 to March 11, 2028
- 4th: March 12, 2028 to March 11, 2029

Brazoria County



Pharmacist in Charge

Title

Dated: _____

Dated: 2-29-24

LETTER AGREEMENT with PHARMACIST
for
Brazoria County Health Department

- Duties
 - › Monthly On Site Visits
 - a. Check drug expiration dates
 - b. Check Storage Conditions
 - c. Check refrigeration status for vaccines
 - d. Communicate with staff
 - › Monthly Communication with Health Director or Designee
 - › Yearly staff continuing education
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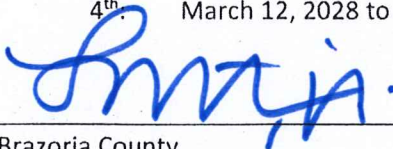
Agreement Term:

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Year 1: March 12, 2024 to March 11, 2025

Optional Renewals as follows:

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- 2nd : March 12, 2026 to March 11, 2027
- 3rd : March 12, 2027 to March 11, 2028
- 4th : March 12, 2028 to March 11, 2029

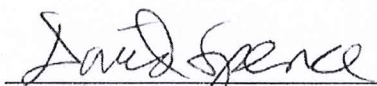


Brazoria County

Brazoria County Judge

Title

Dated: 3/12/24



Pharmacist in Charge

Dated: 2-29-24



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21.

3/12/2024

Cell Phone Stipend

Per the Brazoria County cell phone policy, please approve a phone stipend for the Parks Department Office Manager, Position Number 796, in the amount of \$70/month.



COUNTY EMPLOYEE CELL PHONE STIPEND APPLICATION

Date: 03/05/2024

Department: Parks Department

Employee ID _____

Position # and Title #0796 – Office & Operations Manager

Type of Service Requested (check one): \$20/month – voice service only
 \$40/month – voice and data
 \$70/month – Department Heads/Assistants with Data

Justification: The role of Office & Operation Manager often requires mobile data usage to monitor and execute Park administrative responsibilities such as read and respond to inquiry emails, social media communications, Web site updates, and 24/7 Park staff support for online reservation system, Rectrac/Webtrac. This role also supports staff at 5 Brazoria County Parks and Maintenance Supervisor with emergency administrative/purchasing needs on weekends and after hours. For years, this position has required frequent work-related data consumption in the evenings and on weekends, which is when Parks and beaches are the busiest, and it is an important operations support function that this position continue to perform these duties.

Check one: I have/will be turning in my county issued cell phone to IS. Date turned in: _____
 I have/will be having the county cell phone issued to me and will obtain service through a phone provider of my choosing. Date issued _____
 I currently do not have a county issued cell phone and am requesting a stipend.

I have read, understand and have received a copy of the Brazoria County Cell Phone Policy Changes, which was approved by Commissioners’ Court on November 12, 2014. Furthermore, I understand that the above stated amount will be received by me through payroll once all necessary approval is granted.

Employee’s Signature

Approved: Yes or No _____
Bryan Hoag
Department Head’s Signature/ Commissioners’ Court Liaison

Yes or No _____
Kaysi Smart
Auditor’s Office Signature

Yes or No _____
[Signature]
Human Resources Office Signature

Court Order request sent to County Judge’s office for Commissioners’ Court approval: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22.

3/12/2024

Grant Application to the Cybersecurity and Infrastructure Security Agency - State and Local Cybersecurity Grant Program for a Cyber Breach and Attack Simulation (BAS) Cloud Software Solution

Upon the recommendation of the Brazoria County Information Systems Department Director, the Court hereby authorizes the submission of the grant application to the Public Safety Office (PSO) for the State and Local Cybersecurity Grant Program (SLCGP) - Assessment and Evaluation Projects, FY 2025 on behalf of Brazoria County.

The grant will fund the acquisition and implementation of a Cyber Breach and Attack Simulation (BAS) Cloud Software Solution.

Further, the county agrees to match with in kind service as a fund match for the application with the understanding in the event of loss or misuse of grant funds Brazoria County must return funds to PSO.

Further, the County Judge is hereby authorized to sign any and all documents necessary to complete the application, accept, reject, alter, and/or terminate grant upon final review of the District Attorney's Office - Civil Division.

Agency Name: Brazoria County, Texas
Grant/App: 5067901 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Breach Attack Simulation
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460000445019

Application Eligibility Certify:
Created on:1/25/2024 3:33:33 PM By:Russell Webb

Profile Information

Applicant Agency Name: Brazoria County, Texas
Project Title: Breach Attack Simulation
Division or Unit to Administer the Project: Information Systems
Address Line 1: 111 E. Locust
Address Line 2: Suite 305
City/State/Zip: Angleton Texas 77515-4621
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Brazoria
Counties within Project's Impact Area: Brazoria

Grant Officials:

Authorized Official

Name: L. M. "Matt" Sebesta, Jr.
Email: matts@brazoria-county.com
Address 1: 111 E. Locust Ste 102A
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1200 Other Phone: 979-864-1695
Fax: 979-849-4655
Title: The Honorable
Salutation: Judge
Position: Brazoria County Judge

Financial Official

Name: Kaysie Stewart
Email: kaysies@brazoria-county.com
Address 1: 111 E. Locust, Rm 303
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1275 Other Phone:
Fax: 979-864-1585

Title: Ms.
Salutation: Ms.
Position: County Auditor

Project Director

Name: Russell Webb
Email: rwebb@brazoriacountytx.gov
Address 1: 237 E. Locust
Address 1: Suite 505
City: Angleton, Texas 77515
Phone: 979-864-1777 Other Phone: 979-997-1432
Fax:
Title: Mr.
Salutation: Mr.
Position: Director - Information Systems

Grant Writer

Name: Russell Webb
Email: rwebb@brazoriacountytx.gov
Address 1: 237 E. Locust
Address 1: Suite 505
City: Angleton, Texas 77515
Phone: 979-864-1777 Other Phone: 979-997-1432
Fax:
Title: Mr.
Salutation: Mr.
Position: Director - Information Systems

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460000445019
Unique Entity Identifier (UEI): N1GLHP8EWH9

Narrative Information

Overview

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber risk management is further complicated by the ability of malicious actors to operate remotely, linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities.

This program will support efforts to address imminent cybersecurity threats to state and local information systems by providing funding to implement investments that support local governments with managing and reducing systemic cyber risk associated with the objectives listed below:

Objective 1 - Governance and Planning: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve

capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2 – Assessment and Evaluation: Understand the current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Objective 3 - Mitigation: Implement security protections commensurate with risk.

Objective 4 – Workforce Development: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate

in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant,

Program Requirements

Participation in Cybersecurity & Infrastructure Security Agency (CISA) services

All grantees will be required to participate in a limited number of free services by CISA. For these required services and memberships, please note that participation is not required for submission and approval of a grant but is a post-award requirement.

1. Web Application Scanning is an "internet scanning-as-a-service." This service assesses the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

2. Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLGCP. For more information, visit CISA's Cyber Hygiene Information Page

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Texas Information Sharing and Analysis Organization (TX-ISAO)

Eligible applicants are required to join the Texas Information Sharing and Analysis Organization (TX-ISAO): a free membership to a forum for entities in Texas to share information regarding cybersecurity threats, best practices, and remediation strategies. To request membership, visit: <https://gat.dir.texas.gov/request-list-access.html>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact. In response to the escalating and dynamic nature of cyber threats, our organization is undertaking a strategic initiative to implement a Breach Attack Simulation (BAS) solution. This project aims to fortify our cybersecurity posture by proactively identifying and mitigating vulnerabilities within our digital infrastructure through realistic and controlled simulations of potential cyber attacks.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The contemporary cybersecurity landscape is characterized by an ever-evolving and sophisticated threat environment, presenting organizations with a multitude of issues, threats, and hazards that can compromise the integrity, confidentiality, and availability of their sensitive information. Traditional security measures, while crucial, often fall short in addressing the dynamic nature of cyber threats. In this context, the emergence of Breach Attack Simulation Solutions becomes imperative as organizations seek proactive strategies to identify, assess, and mitigate vulnerabilities in their digital infrastructure. THREATS NOTED ON PAGE 5 OF THE 2023 REGIONAL THIRA. Key Issues, Threats, and Hazards: Dynamic and Evolving Threat Landscape: Issue: The rapid evolution of cyber threats poses a continuous challenge for organizations to keep pace with emerging attack vectors and techniques. Threat: Advanced persistent threats, zero-day vulnerabilities, and novel attack methods. Inadequate Preparedness and Response: Issue: Organizations often lack comprehensive insights into their cybersecurity posture, leaving them vulnerable to unforeseen attacks. Threat: Ineffective incident response, slow detection of security gaps, and inadequate understanding of the organization's own vulnerabilities. Insider Threats and Human Error: Issue: Human factors, whether intentional or unintentional, contribute significantly to security incidents. Threat: Insider threats, negligent behavior, and inadvertent disclosure of sensitive information. Incomplete Security Coverage: Issue: Conventional security measures may leave gaps in protection, providing adversaries with opportunities to exploit vulnerabilities. Threat: Unidentified weak points in the network, applications, or configurations that remain unaddressed. Lack of Realistic Testing Environments: Issue: Simulating real-world attack scenarios in a controlled environment is challenging, limiting the ability to accurately assess an organization's security resilience. Threat: Inaccurate risk assessments, inability to predict actual consequences of cyber attacks. Resource Constraints and Prioritization Challenges: Issue: Organizations often face resource constraints, making it difficult to prioritize and address all potential security risks adequately. Threat: Inadequate allocation of resources, leaving critical assets exposed to potential exploitation. Compliance and Regulatory Risks: Issue: Failure to comply with industry regulations and cybersecurity standards can result in legal and financial consequences. Threat: Non-compliance with data protection laws, industry standards, and regulatory requirements. Limited Visibility and Monitoring: Issue: Incomplete visibility into network activities and insufficient monitoring can lead to delayed detection of security incidents. Threat: Undetected malicious activities, prolonged dwell time for attackers within the network. Breach Attack Simulation Solutions aim to address these critical issues by providing organizations with a proactive and iterative approach to cybersecurity. Through

the emulation of real-world cyber threats, these solutions enable organizations to identify vulnerabilities, test their defense mechanisms, and enhance their overall cybersecurity posture, thereby mitigating the multifaceted challenges posed by the contemporary threat landscape.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Brazoria County has developed a capable and experienced information systems department which includes a dedicated cyber security analyst and a Chief Information Security Officer who shares her time across multiple clients. These two resources will be the key operators of a breach attack simulation asset. They will be guided by our management team and assisted in executing controls and standards by our network and server teams. Brazoria County scored a 6.1 on our most recent NCSR Maturity Assessment, which well exceeds the recommended minimum. The County employs the following tools, techniques, methodologies and standards in our current cyber security program.

- o Multifactor Authentication
- o Tiered administration accounts with elevation challenge
- o LAPS that obfuscate local administration accounts
- o Network segmentation
- o Continuous phishing testing with remedial training as needed
- o 24/7 Manager Detection and Response (MDR)
- o Weekly scans with Nessus Vulnerability Scanner
- o Membership and close contact with State and Federal cyber security agencies such as MS-ISAC, CISA and DHS.
- o Regular human driven penetration testing from third parties – both external and internal
- o Yearly Cyber Security training for every user
- o IPS/IDS – filtering for malicious packets and sites
- o Web Security Gateway
- o DR site & accompanying DR & Incident Response plan with offsite backups
- o Restrictive physical access to network infrastructure
- o Centrally managed endpoint detection and response including automated endpoint isolation
- o 802.1X wireless authentication
- o Network & server SIEM monitoring for 50+ sites
- o Zero trust remote access tools
- o Strict limitation of applications including RDP & PowerShell
- o Layer 3 network segmentation with FortiGate Firewalls for 50+ sites
- o Removal of Local Admin privileges from all users & enforced by GPO
- o Multi layered cloud-based email security filtering
- o Rigorous Change Control Management & Implementation
- o Least privileged port access to DMZ
- o Robust automated, air-gapped & immutable backups
- o Regular patch of software and OS with expedited workflows for emerging or zero-day threats.
- o Additional tools and methods not to be disclosed in a public document

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The following gaps were noted on page 12-13 of the 2023 Regional SPR:

- o 9.3.2 The region has not determined a methodology to identify equipment needs to protect local jurisdictions against cyber-attacks.
- o 9.1.4 The region needs to develop and implement risk analyses of critical infrastructure related to cyber prevention. Brazoria County conducts annual risk assessments to evaluate our security posture. Through these assessments we have determined gaps in our penetration testing. We are currently unable to test for novel and ever-evolving techniques and methods used by todays cyber criminals. Our formal human-performed penetration tests, while helpful and still needed, do not happen often enough to mitigate the risks to an acceptable level. In our search for a solution to this challenge we found breach and attack simulation systems. A Breach Attack Simulation (BAS) software system is designed to assess and improve the cybersecurity posture of an organization by simulating cyber attacks and identifying vulnerabilities in the organization’s infrastructure. Through the use of BAS, the County can test our security posture on an ongoing basis using

the latest methods in an automated way that requires very little human intervention.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

There are nine objectives that a BAS system will provide to reduce our capability gaps:

1. **Attack Simulation:** • The primary function of BAS is to simulate realistic cyber attacks on an organization's networks, systems, and applications. These simulations mimic various attack scenarios, such as phishing, malware infections, ransomware, and other common cyber threats.
2. **Vulnerability Assessment:** • BAS identifies vulnerabilities within the organization's IT infrastructure. It scans for weaknesses in software, hardware, configurations, and user behaviors that could potentially be exploited by attackers.
3. **Scenario Customization:** • The software allows organizations to customize attack scenarios based on their specific needs and concerns. This may include simulating targeted attacks, social engineering tactics, or industry-specific threats.
4. **Real-time Monitoring:** • During the simulation, the BAS software monitors the response of security mechanisms, such as firewalls, intrusion detection systems, and antivirus solutions, providing real-time insights into the organization's ability to detect and respond to simulated attacks.
5. **Data Breach Simulation:** • BAS solutions simulate data breaches to evaluate how well the organization can detect and respond to unauthorized access or exfiltration of sensitive information. This helps organizations understand the potential impact of a real data breach.
6. **Reporting and Analysis:** • BAS generates comprehensive reports detailing the results of the simulation, including identified vulnerabilities, successful attack scenarios, and the organization's overall security posture. These reports help security teams prioritize and address the most critical issues.
7. **Remediation Guidance:** • The software often provides recommendations and guidance on how to remediate identified vulnerabilities and improve overall security. This may include suggestions for patching software, updating configurations, or enhancing security awareness training.
8. **Continuous Monitoring:** • BAS is often used as part of a continuous monitoring strategy. Regular simulations can be scheduled to ensure that the organization's security defenses are continually tested and improved over time.
9. **Compliance Testing:** • BAS software can assist organizations in testing and validating their compliance with industry regulations and cybersecurity standards. It helps ensure that security measures are aligned with best practices and regulatory requirements. A BAS system performs these tasks through automation and constant updates from the solution provider integrating detection methods of the latest novel attacks as they are discovered. Such vital near-real-time responses are impossible to perform ourselves.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

2.6.2 Maintain the Texas Cybersecurity Framework to mitigate risks and improve the resiliency of state information systems and encourage adoption of the Framework's standards by local jurisdictions.

Target Group :

Identify the target group and population expected to benefit from this project.

Direct Target Group – The citizens of and visitors to Brazoria County by providing the maximum assurance possible that: 1. Their data, transactions, documents and records are protected from theft, alteration, dissemination or loss. 2. The County can continue to

provide uninterrupted vital services in accordance with the duties delegated by the State of Texas. Indirect Target Group – The citizens of Texas and the United State through information sharing and collaboration programs facilitated by CISA, MS-ISAC, DHS and like organizations.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

1. Initial multi-year contract – we are unsure if a single multi-year contract paid up front is allowable under this grant. If it is then this is the preferable option. Multiple years would allow Information Systems to build a history of success with metrics and data supporting the worth of a BAS system. With such a history a case for continuation would be strong and we can bring that case to our Commissioners Court who have, in the past, demonstrated a strong commitment to funding cyber security projects. 2. Seek funding in annual budget – Although one year would be a short time frame, we believe that when BAS achieves demonstrated success our Commissioners Court would support continued funding.

Project Activities Information

SLCGP Instructions for Project Activity Selection

State and Local Cybersecurity Grant Program (SLCGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each SLCGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Penetration Testing	40.00	The BAS system will autonomously run various penetration techniques according to the areas of most concern or based on a repeating schedule. Additionally, emerging threat techniques are consistently added to the menu of options and can be added to the schedule or run ad hoc.
Security Assessments	20.00	After performing a full set of test and assessment protocols, BAS systems can produce comprehensive assessment reports that contain graphical depictions of performance results as well as narrative content. The assessment reports contain prescribed measures to secure the assessed systems.
Vulnerability Scanning	40.00	Bass Systems perform vulnerability scanning similar to penetration testing but with the focus on discovering conditions and configurations that cause systems to be at risk for exploitation. Vulnerability reports are produced with suggested corrective actions. These reports become part of the Security Assessments.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of cybersecurity gaps or issues addressed	50
Number of networks/systems implementing vulnerability scanning	300
Number of networks/systems tested	300
Number of security assessments conducted	156

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
------------------------	---------------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
------------------------------	---------------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

42045621

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5671831

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	05NP-00-SCAN Tools, Network Vulnerability Scanning	Breach Attack Simulation SAS Solution	\$168,000.00	\$0.00	\$19,000.00	\$0.00	\$187,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Man hours from County Employees and County Contractors	In Kind Match	\$19,000.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$19,000.00	\$0.00	\$19,000.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$168,000.00	\$0.00	\$19,000.00	\$0.00	\$187,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$168,000.00	\$0.00	\$19,000.00	\$0.00	\$187,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** webbru46



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23.

3/12/2024

Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2023-2024

Approve the Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2023-2024.

Further, that the County Judge be authorized to sign said agreement on behalf of the county.

**NEW
INTERLOCAL COOPERATION AGREEMENT
and MEMORANDUM OF UNDERSTANDING for
BRAZORIA COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
2023 - 2024**

This Agreement is entered into by, between the BRAZORIA COUNTY JUVENILE BOARD, through their authorized representative, Kyle Teat, and each of the undersigned INDEPENDENT SCHOOL DISTRICTS whose students are subject to placement in the Brazoria County Juvenile Justice Alternative Education Program, specifically Alvin ISD, Angleton ISD, Brazosport ISD, Columbia-Brazoria ISD, Damon ISD, Danbury ISD, Pearland ISD, and Sweeny ISD:

WHEREAS, Section 37.011 of the Texas Education Code, requires the development of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000 and the Brazoria County Juvenile Board and the eight Independent School Districts have heretofore established such a program; and

WHEREAS, the parties concur that the educational component of the Brazoria County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within County-owned premises utilized by the County's Juvenile Justice Department, and the parties desire to engage an independent contractor to provide the services necessary and desirable for the education of students assigned to the Brazoria County Juvenile Justice Alternative Education Program;

NOW, THEREFORE, pursuant to the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

I.

The Brazoria County Juvenile Justice Alternative Education Program [BCJJAEP] shall be subject to a written operating policies and procedures approved by the Brazoria County Juvenile Board in cooperation with the participating independent school districts and submitted to the

Texas Juvenile Justice Department for review and comment, the operational terms and conditions of which are set forth as the portion of the "Memorandum of Understanding" comprising Article IX of this Agreement. No additions, deletions, changes or variations to this agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

Education Provider

2.01. The Angleton Independent School District shall provide administration, staff, curriculum and services of the educational aspects of the Program, thereby serving as a contractor of Brazoria County Juvenile Board.

2.02. Angleton Independent School District ("AISD") shall implement and carry out the educational program in accordance with law, including without limitation the academic and required elements set forth in Texas Education Code 37.011(d) (f) -(h), and with policies promulgated and/or adopted by the Brazoria County Juvenile Board (which shall meet Texas Juvenile Justice Department [TJJD] guidelines) in cooperation with the Superintendents (or their designees) of the participating school districts which shall serve as the BCJJAEP Advisory Board. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within the Angleton Independent School District and/or required by TJJD.

2.03. AISD shall prepare its educational program budget; which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year; shall employ and be responsible for educational personnel serving the campus and the Program; shall maintain all educational records applicable to the Program and correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services in a disciplinary alternative education program pursuant to the Texas Education Code and regulations of the Texas Education Agency.

2.04. The parties concur that as many as four (4) full time classroom teachers, including one certified in special education, and one paraprofessional may be necessary and advisable for the Program to accommodate the anticipated number of students to be served during the subject school year. Teacher, administrative and paraprofessional payrolls, AISD employee benefits, specialized training, and educational supplies may be included in the educational services budget. Any medical needs shall be the responsibility of Brazoria County Juvenile Justice not AISD. The educational services budget may be amended if needs change during the year, with written concurrence of the participating districts, however, nothing herein shall require AISD to amend its budget, staffing or structure involuntarily, nor to incur added expenses without means of reimbursement.

2.05. In consideration of its contract services, AISD shall be paid a base price of **\$431,700.00** for the **2023 - 2024** school year, for an educational program with capacity to accommodate **48** students per day throughout the school year. Upon receipt of monthly statement for such services, Brazoria County on behalf of the Juvenile Board shall remit payment of no less than **\$43,170.00** for ten months due and payable no later than the 15th of each month, with first payment due October 15 of this year, and all amounts remaining unpaid upon conclusion of the school year shall be paid in full by final payment due by the following July 15. This base price amount **\$431,700.00** is to be drawn from the **\$1,104,195.00** detailed in 4.01 as the "overall cost of the Program, including educational and non-educational services."

2.06. In the event of maximization or over-utilization of the Program necessitating an increase in teaching staff or other unforeseen costs, AISD may revise its budget to cover such additional expenditures; and upon approval by the Juvenile Board (TEC 37.0081 (g)(1)) such additional expenditures shall be authorized and the cost thereof be added to the contract price being paid to AISD. Conversely, should under-utilization of the Program or other unforeseen conditions present an opportunity for reduction of teaching staff without diminishing necessary educational service, AISD may reduce its teaching staff assigned to the Program, whereupon the contract price to be paid to AISD, as well as the per-diem charges to the parties, will be reduced by the net amount of any costs thereby saved.

III.

Non-Educational Services

3.01. The Chief Juvenile Probation Officer, TAC 341.100(5) TAC 341.100(20), Juvenile Board and the County of Brazoria shall provide staffing of juvenile probation officers, and such non-educational personnel as deemed by the parties to be necessary and desirable for the Program, which may include a school nurse or medic, counselors (if any), motivational facilitators (if any), security personnel and other non-educational staff, and training thereof, and the physical plant, food service and supplies necessary for personal comfort, safety and security of all participants and personnel, and all other matters reasonably related to the BCJJAEP other than education. Juvenile Board and/or Chief Juvenile Probation Officer shall prepare a budget of operational and maintenance costs for non-educational services anticipated for full usage of the Program during the **2023 - 2024** school year, which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year. Financial accounting of income and expenses incurred by the County, including the bookkeeping and monthly invoicing for the entire Program, shall be provided by the County Auditor and made available to the school districts, this financial accounting may be subjected to audit by the County's annual independent auditor upon reasonable request of any party hereto.

3.02. Throughout the Program, physical maintenance, utility expenses, and facility standards in compliance with the Americans with Disabilities Act, as well as nondiscriminatory physical real property accommodations necessary to comply with Section 504 of the Rehabilitation Act of 1973, shall all be the responsibility of Brazoria County, not the AISD nor any other participating school district.

IV.

Costs and Charges

4.01. For the year **2023- 2024** school year covered by the Agreement, it is anticipated that the overall cost of the Program, including educational and non-educational services, will be **\$1,104,195.00** of which at least **\$25,000.00***** expected to be funded by food-service grants, and outside subsidies other than state reimbursements for mandatory placements; therefore, for a

180-day per school year with capacity to serve 48 students at any given time, in anticipation of an average 36 students/day (180 days of instruction/year), the average total local cost per student should be no more than **\$125.00** per day.

4.02. a. It is therefore agreed that participating school districts shall pay to Brazoria County a per diem charge of **\$125.00** per operational school day of assignment for each of its students placed in the Program due to *discretionary expulsion* under sole authority of Texas Education code Section 37.007(b),(c),(f), or (i), so long as the student is not the subject of juvenile court assignment or adjudication of a mandatorily expellable offense. Discretionary placements for expulsions are excepted but only for children under the age of 17 or otherwise within the jurisdiction of juvenile authorities. The student's home district at the initial time of any discretionary placement shall be responsible for payment of all such charges, regardless of any attempt by or on behalf of the student to withdraw or transfer from that district during the assignment, unless and until another participating district actually enrolls the student and expressly accepts responsibility for payment to continue the placement.

b. A school district may elect to place a student in the Program who is required by its board of trustees or designee to attend an alternative education program under Subchapter I of the Education Code; however, this MOU does not provide for mandatory placement of all students to whom said Subchapter I would apply, *i.e.* registered sex offenders as contemplated by TEC 37.309(b). It is understood, desired, acknowledged and agreed by the parties that each school district shall maintain the discretion to place such a student in an appropriate disciplinary alternative education program (DAEP) of that district's choosing, the choice of which DAEP may include but shall not be limited to the Program of the BCJJAEP. In the event a district elects to place such a student into the Program, the district shall pay to Brazoria County a per-diem charge of **\$125.00** per operational school day pursuant to Subparagraph 4.02(a) hereinabove in which to place the student as if due to a discretionary expulsion, in accordance with TEC 37.310.

4.03 Brazoria County and/or the Juvenile Justice Department shall assume all costs of student placements assigned by *court order*, but may recover appropriate reimbursements from

the State for serving those students whose criminal conduct subjects them to the mandatory provisions of Texas Education Code as provided in paragraph 4.04.

4.04 a. No costs will be charged to the school districts for students placed in the Program due to *mandatory expulsion* for criminal conduct per TEC 37.007(a), (d), or (e). State funds available through the Texas Juvenile Justice Department to support and defray the costs of educating the mandatory population of expelled students shall be solicited by the Juvenile Justice Department for the County and applied toward expenses of such assignments, including but not limited to any costs of special education services as contemplated at Article V hereinbelow.

In the event of protracted absence or disappearance of an assigned student, per-diem charges will continue to accrue for up to ten consecutive school days, until Brazoria County authorities deem the student an absconder or acknowledge loss of jurisdiction; however, as charges are assessed for each day of assignment, the Juvenile Justice Alternative Education Program staff and juvenile authorities will use their best efforts to enforce the actual attendance of students assigned. If a student is detained in Juvenile Detention, the Brazoria County Juvenile Justice Alternative Education Program will no longer bill for service once the child is temporarily enrolled in Angleton Independent School District as a resident of Juvenile Detention.

b. If after a student is placed in the Program due solely to a district's mandatory expulsion, TJJD denies payment of state funds for such placement, the home district shall be notified and the parties shall continue to work together to utilize their best efforts to regain the state funding for the placement, so long as it appears in good faith to result from a bonafide and documentable mandatory expulsion pursuant to TEC 37.007(a), (d), or (e), regardless of disposition of criminal charges or juvenile justice. When written notice is received from the TJJD denying funding for a particular placement, the home school district shall assume responsibility for payment for the entirety of the placement as if the expulsion were discretionary, subject to reimbursement should state funds eventually be forthcoming; and upon receiving such notice of denial of funding by TJJD, or at any time in the event that: (1) the expelled student is not arrested nor referred to juvenile authorities for any offense listed in TEC 37.007(a), (d), or (e), and/or a determination is made that no deferred prosecution or formal court proceedings will be initiated

against the student; (2) criminal charges and/or juvenile proceedings against the student result in acquittal or dismissal with prejudice; or (3) regardless of adjudication, no disposition is ordered by the court; the home district shall have the opportunity to review and reconsider the placement and the characterization and term of expulsion in light of such development, and may withdraw the student from the Program without incurring further expense.

4.05. Should additional outside funds (other than County and School District tax dollars) become available to help subsidize the Program, significantly reducing or reimbursing the actual County expenditures and thus lowering the local cost per student below the estimates hereinabove set forth at paragraph 4.01, the per-diem charges under paragraph 4.02 will be reduced and/or reimbursed accordingly.

4.06. "In the event a participating school district sustains an emergency closure and elects to apply for a waiver it shall advise the Program of such application, its progress and of any decision made thereon by the Texas Education Agency. Upon receipt of waiver funding, the district shall pay the per diem charge for any of its students who attended the program during the closure. Each participating district shall appoint and maintain a contact person with whom the Program can communicate during emergency closures."

V.

Special Education

Beyond maintaining one special-education teacher on staff, to serve the regular BCJJAEP program, nothing herein shall require AISD, BCJJAEP, the County, or any school district to expend any additional resources necessary to address or accommodate any particular need of special education services required by the Individuals with Disabilities Education Act (IDEA) or other law. These additional/extra ordinary costs shall remain the responsibility of the responsible school district recommending the placement, or in which the student is or was last regularly reenrolled prior to juvenile court order. AISD and the responsible school district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall borne and/or reimbursed by the

responsible school district, which shall hold AISD harmless for such costs and services. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate the timely convening of federally-mandated IEP meetings of the appropriate Admission, Review, & Dismissal ("ARD") committee.

The responsible school district shall provide AISD or designee of the Brazoria County Juvenile Justice Alternative Education Program with reasonable notice of a scheduled ARD meeting and permit a representative of the Brazoria County Juvenile Justice Alternative Education Program to participate in the meeting to the extent that the meeting relates to the potential placement of a student with disabilities who would be entitled to special education services in the Brazoria County Juvenile Justice Alternative Education Program. Should such compliance be deemed by the ARD committee to be impossible or incompatible with the educational mission of Brazoria County Juvenile Justice Alternative Education Program, the student shall return to the student's home school district for necessary special education services to the extent legally permissible and practicable, unless otherwise agreed by and between the juvenile authorities and that district. The parties shall cooperate reasonably in seeking, obtaining and utilizing state funds (per par.4.04 hereinabove) and/or other subsidies that may be available to defray costs of such special education services. If after placement in the Brazoria County Juvenile Justice Alternative Education Program, AISD and/or BCJJAEP Program coordinator have concerns that the student's educational or behavioral needs cannot be met in the BCJJAEP, AISD or designee shall immediately provide written notice of those concerns to the district from which the student was expelled. The student's ARD committee shall meet to review the placement of the student in the BCJJAEP within five (5) business days or as soon thereafter as possible. The responsible district shall, in accordance with applicable federal law, provide AISD or it's designee with reasonable notice of the meeting, and a representative of the BCJJAEP may participate in the meeting, during which the BCJJAEP may seek a new psychological evaluation from an independent provider at the direction of the Chief Juvenile Probation Officer at the expense of Brazoria County Juvenile Justice Department . Following the evaluation but prior to a follow-up ARD, the Chief Juvenile Probation Officer, or their designee shall obtain parental consent as legally required, to determine

the appropriateness of the student's placement in the Program following consideration of the results of such evaluation..

English as a Second Language services and instruction shall be provided by the Angleton Independent School District for JJAEP should a student require these services. These services shall be appropriate to address the needs of those students who speak English as a second language or who are non-English speaking and determined by a Language Proficiency Assessment Committee and the documentation is maintained by the JJAEP lead teacher.

VI.

Educational Accountabilities

For purposes of accountability under Chapter 39 of the Texas Education Code, a student enrolled in the Brazoria County Juvenile Justice Alternative Education Program shall be reported as if the student were enrolled in a Disciplinary Alternative Education Program of the student's home district. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district, unless otherwise provided by law or regulation of the Texas Education Agency. Students who are not attending shall be withdrawn from Brazoria County Juvenile Justice Alternative Education Program for non-attendance according to the policy of the district to which the student's attendance is attributed, subject to applicable Court Order, if any.

VII.

Annual Scope

Nothing herein shall require AISD or any other participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the school year term of this cooperative agreement. The BCJJAEP Program may

be submitted to the Texas Juvenile Justice Department for approval pursuant to Section 37.011 of the Education Code, but should additional obligations be deemed required of the County and/or Juvenile Board for this Program to fully qualify under that statute, or regulations thereunder, the parties to this Agreement are under no contractual duty to share such additional obligations or expand the Program as it relates to non-educational components without mutual consent of all concerned.

The JJAEP Student Code of Conduct shall be adopted by the juvenile board and shall describe and define in writing the JJAEP behavior management system. (TAC 348.18)

VIII.

Indemnification

Only to the extent permitted by the Texas Constitution and other applicable Texas law, but without waiver or expansion of any immunity from liability or limits to exposure established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

IX.

Memorandum of Understanding

9.01. The Brazoria County Juvenile Board and each of the participating school districts adopt this Agreement as their Memorandum of Understanding in compliance with the Texas Education Code (TEC Sections 37.010 and 37.011), whereby it is agreed and understood that no Court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program as described and allowed under this Memorandum of Understanding and the parties hereby initiate the following operating policy guidelines:

9.02. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Brazoria County Juvenile Justice Department under the direction of Chief Juvenile Probation Officer. The general hours of operation of the Brazoria County Juvenile Justice Alternative Education Program shall be 7:30 a.m. to 3:45 p.m.*** with extra duties and special programs (e.g. study hall, counseling, discipline class) provided after 3:45 p.m. as needed throughout the year. 9.03. Students assigned to the Program due to expulsion under the mandatory provisions of TEC 37.007 and/or court order shall generally remain until completing a minimum of up to 65 successful days, and students who are placed a second or subsequent time into the Program shall generally be required to remain until completing up to 90 successful days. Students placed under a discretionary expulsion will generally complete a minimum of up to 65 successful days in the program. Students placed by a school district under sole authority of TEC 37.0081 (e.g. *expulsion for nonschool Title 5 offenses, delinquent conduct, etc*) or TEC 37.309 (removal of registered sex offenders) are eligible for conditional assignments of up to 90 days, subject to capacity, but may be withdrawn at any time by the responsible district. The Brazoria County Juvenile Justice Alternative Education Program will conduct regularly scheduled progress reviews and communicate the progress with the sending district.

9.04. If a student admitted into the public school of a school district under Section 25.001(b) is expelled from a school for conduct for which expulsion is required under Section 37.007(a), (d), or (e), the juvenile court, the juvenile board, or the juvenile board's designee, as appropriate, shall:

- (1) determine if the student is placed on probation under Section 54.04, Family Code, order the student to attend the Juvenile Justice Alternative Education Program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;
- (2) determine if the student is placed on deferred prosecution under Section 53.03, Family Code, by the court, prosecutor, or probation department, require the student to immediately attend the Juvenile Justice Alternative Education Program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and
- (3) determine the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student; and

- (4) provide timely educational services to the student in the juvenile justice alternative education program in the county in which the student resides, regardless of the student's age or whether the juvenile court has jurisdiction over the student (subject to exclusion of overage students expelled solely for serious misbehavior, as distinguished per Subparagraph 4.02[a]).

9.05. Subject to exception arising under the foregoing provisions and the procedures set forth herein below, generally a student expelled by a school district and referred to juvenile court will be timely and automatically assigned to the Program for the duration of the term of expulsion, whether or not the provisions of Family Code Section 52.041(d) apply.

9.06. A student under juvenile court jurisdiction may be assigned and shall be admitted to the Program without necessity of expulsion, by appropriate court order.

9.07. The parties agree to comply with the following admission and discharge procedures:

1. If placement is initiated by school district expulsion.
 - (a) The school district in which the student is or was last enrolled shall deliver to the Brazoria County Juvenile Justice Department a copy of the order of expulsion and requesting admission into the Program. Such delivery shall be made no later than the second business day after the date a hearing is held pursuant to Texas Education Code Section 37.009, together with any other notice and information required under Texas Education Code Section 37.010 and Family Code Sections 52.04 and 52.041.
 - (b) If the student's offense did not result in an arrest or referral, the probation officer assigned shall obtain a report from the appropriate law enforcement agency, if applicable, and secure a directive to apprehend for the student's immediate detention.
2. If the student is already under court supervision.
 - (a) The probation officer will decide whether to amend the conditions of probation or incorporate the Program as a condition of release from detention.
 - (b) If the conditions of probation are to be amended, the probation officer will prepare an amendment to the original order, including an order to participate in the Program and the code of conduct. The probation officer will request a court date as soon as practicable and a Juvenile Court Judge will consider the amendment.

- (c) Otherwise, the probation officer will prepare conditions of release and include an order to participate in the Program and the code of conduct.
3. If the student is not under prior court supervision.
- (a) The probation officer will determine if a petition should be filed alleging the student is in need of supervision or has engaged in delinquent conduct.
- (b) If a petition is not filed, the probation officer shall include in the child's conditions of release an order to participate in the Program and the code of conduct.
- (c) If a petition is filed, the probation officer shall include with the disposition order an order to participate in the Program and the code of conduct.
4. Admission requirements.
- (a) Upon referral of a student to the JJAEP by a school district, the sending district shall forward to the JJAEP administrator or designee the same records generally required to forward to another school when a student moves from one district to another. **No student shall be admitted into the Program until all of the student's records have been received.** Records that should be provided included without limitation the following:
- > Order of Expulsion
 - > Complete Police / Offense Report
 - > Immunization records
 - > Copy of Birth Certificate
 - > Copy of Social Security Card
 - > Withdrawal grades, current class schedule
 - > Scholastic Achievement Record/Transcript incl. grade classification (imperative for high school)
 - > STARR scores
 - > Attendance records
 - > Discipline records
 - > Special Education Records, incl. Manifestation Determination and most recent IEP and placement ARD
 - > Graduation Plan
 - > Copy of Free or reduce meal application
- (b) The probation officer will conduct an admission conference with the student and a parent or guardian to review all the Program requirements and answer any questions.
- (c) Brazoria County juvenile personnel will schedule a physical examination for the student through the Brazoria County Juvenile Justice Department. The student may be admitted to the Program prior to completion of the exam, but will not participate in the physical training aspect of the Program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen.

- (d) A school district shall not make a discretionary assignment of a severely emotionally-disturbed student for whom one-on-one in-school supervision has been necessary within the past year, unless the school district provides (at the school district's expense) a staff member to supervise that student one-on-one while in the Juvenile Justice Alternative Education Program. Severely emotionally-disturbed students assigned through Court placement or as a result of mandatory expulsion shall be served through the Juvenile Justice Alternative Education Program without such additional obligation of the school district.
- (e) A student with an intellectual disability who is found by judicial determination or ARD committee to lack responsibility for the pertinent misconduct, due to a substantial incapacity either to appreciate the wrongfulness of his conduct or to conform his conduct to the requirements of law (per Texas Family Code Section 55.51 or 20 USC 1415), shall not be assigned to the Juvenile Justice Alternative Education Program for such misconduct, but may be subject to proceedings under Family Code Sections 55.52.

5. Discharge requirements.

- (a) At least three working school days prior to the completion of the student's placement in the Program, and no later than five working school days prior to any consideration of recommendation for early release, administrators for both the educational and non-educational services of the Program shall confer and coordinate between themselves and communicate with the student's school district regarding the impending or contemplated return of the student and any services necessary or advisable for successful transition. Discharge from said program will be at the discretion of the program administrator or designee and will be based upon overall operational necessity

9.08. The parent/guardian shall be responsible for ensuring their child arrives on time to the Juvenile Justice Alternative Education Program each morning and for ensuring their child is promptly picked up at the conclusion of each JJAEP day. For purposes of the transportation plan required under TEC 37.011(k)(6), an expelled student's school district will coordinate provision of transportation services to the Program site in event of extreme hardship, as determined by the district, that hinders the parent/guardian's involvement. Brazoria County Juvenile Justice Alternative Education Program staff will be available to receive student arrivals at 7:30 a.m. The student shall be picked up at the end of the regular school day or in any event no later than 5:00 p.m. Court assignment to the Brazoria County Juvenile Justice Alternative Education Program for

any student may result in a concurrent assignment of a minimum of 5 hours in a parenting class for the assigned student's parent(s) or guardian(s). Such class shall be held at the Brazoria County Juvenile Justice Alternative Education Program site in a manner that will not cause the intermingling of any adults with minors nor otherwise violate TJJD or FERPA regulations. Classes will include assistance in dealing with the assigned student's behavior and parent support structures. Parents/Guardians who fail or refuse to comply with parenting class assignment and attendance may be subject to a contempt of court order.

9.09. The parties agree to meet at least once every semester to discuss the progress of the Program and revise applicable Program guidelines to address any additional needs. The daily population of 72 juveniles will be comprised of mandatory and discretionary expulsions.

X.

Review and Renewal

10.01. This interlocal cooperation agreement and memorandum of understanding for the Brazoria County Juvenile Justice Alternative Education Program shall come under automatic reviews among representatives of all parties during **January** and **March** of each year. The review shall include, but not be limited to, any funding formulas or obligations by the school districts or Brazoria County.

10.02. The term of this Agreement and MOU shall be for the **2023 – 2024** school year only, renewable thereafter on a year-to-year basis by written consent of all parties on or before August 1 of the following year.

This agreement hereby executed as authorized by action of Brazoria County Commissioner's Court, the Juvenile Board, and the Board of Trustees of each of the undersigned Independent School Districts, by and through their respective officials as subscribed below.

The Honorable Matt Sebesta, Jr
County Judge



Date Signed

12.7.23

The Honorable Lori Rickert
County Court at Law No. 4
Juvenile Board

Date Signed

Carol Nelson

Carol Nelson, Superintendent
Alvin Independent School District

12/11/23

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed



Phil Edwards, Superintendent
Angleton Independent School District

12-12-23
Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

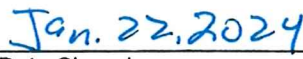
Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed



Danny Massey, Superintendent
Brazosport Independent School District



Date Signed

Steven Galloway, Superintendent
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Date Signed



Steven Galaway, Superintendent
Columbia-Brazoria Independent School District

Date Signed
12/14/23

David Hayward, Superintendent
Damon Independent School District

Date Signed

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Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

David Hayward

David Hayward, Superintendent
Damon Independent School District

01/25/2024

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

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Date Signed

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann

Mike Homann, Superintendent
Danbury Independent School District

12/18/2023
Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

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Alvin Independent School District

Date Signed

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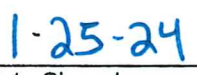
Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed



Larry Berger, Superintendent
Pearland Independent School District



Date Signed

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Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed



Daniel Fuller, Superintendent
Sweeny Independent School District

02/15/2024
Date Signed

NEW
INTERLOCAL COOPERATION AGREEMENT
and MEMORANDUM OF UNDERSTANDING for
BRAZORIA COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
2023 - 2024

This Agreement is entered into by, between the BRAZORIA COUNTY JUVENILE BOARD, through their authorized representative, Kyle Teat, and each of the undersigned INDEPENDENT SCHOOL DISTRICTS whose students are subject to placement in the Brazoria County Juvenile Justice Alternative Education Program, specifically Alvin ISD, Angleton ISD, Brazosport ISD, Columbia-Brazoria ISD, Damon ISD, Danbury ISD, Pearland ISD, and Sweeny ISD:

WHEREAS, Section 37.011 of the Texas Education Code, requires the development of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000 and the Brazoria County Juvenile Board and the eight Independent School Districts have heretofore established such a program; and

WHEREAS, the parties concur that the educational component of the Brazoria County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within County-owned premises utilized by the County's Juvenile Justice Department, and the parties desire to engage an independent contractor to provide the services necessary and desirable for the education of students assigned to the Brazoria County Juvenile Justice Alternative Education Program;

NOW, THEREFORE, pursuant to the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

1.

The Brazoria County Juvenile Justice Alternative Education Program [BCJJAEP] shall be subject to a written operating policies and procedures approved by the Brazoria County Juvenile Board in cooperation with the participating independent school districts and submitted to the

Texas Juvenile Justice Department for review and comment, the operational terms and conditions of which are set forth as the portion of the "Memorandum of Understanding" comprising Article IX of this Agreement. No additions, deletions, changes or variations to this agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

Education Provider

2.01. The Angleton Independent School District shall provide administration, staff, curriculum and services of the educational aspects of the Program, thereby serving as a contractor of Brazoria County Juvenile Board.

2.02. Angleton Independent School District ("AISD") shall implement and carry out the educational program in accordance with law, including without limitation the academic and required elements set forth in Texas Education Code 37.011(d) (f) -(h), and with policies promulgated and/or adopted by the Brazoria County Juvenile Board (which shall meet Texas Juvenile Justice Department [TJJD] guidelines) in cooperation with the Superintendents (or their designees) of the participating school districts which shall serve as the BCJJAEP Advisory Board. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within the Angleton Independent School District and/or required by TJJD.

2.03. AISD shall prepare its educational program budget; which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year; shall employ and be responsible for educational personnel serving the campus and the Program; shall maintain all educational records applicable to the Program and correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services in a disciplinary alternative education program pursuant to the Texas Education Code and regulations of the Texas Education Agency.

2.04. The parties concur that as many as four (4) full time classroom teachers, including one certified in special education, and one paraprofessional may be necessary and advisable for the Program to accommodate the anticipated number of students to be served during the subject school year. Teacher, administrative and paraprofessional payrolls, AISD employee benefits, specialized training, and educational supplies may be included in the educational services budget. Any medical needs shall be the responsibility of Brazoria County Juvenile Justice not AISD. The educational services budget may be amended if needs change during the year, with written concurrence of the participating districts, however, nothing herein shall require AISD to amend its budget, staffing or structure involuntarily, nor to incur added expenses without means of reimbursement.

2.05. In consideration of its contract services, AISD shall be paid a base price of **\$431,700.00** for the **2023 - 2024** school year, for an educational program with capacity to accommodate **48** students per day throughout the school year. Upon receipt of monthly statement for such services, Brazoria County on behalf of the Juvenile Board shall remit payment of no less than **\$43,170.00** for ten months due and payable no later than the 15th of each month, with first payment due October 15 of this year, and all amounts remaining unpaid upon conclusion of the school year shall be paid in full by final payment due by the following July 15. This base price amount **\$431,700.00** is to be drawn from the **\$1,104,195.00** detailed in 4.01 as the "overall cost of the Program, including educational and non-educational services."

2.06. In the event of maximization or over-utilization of the Program necessitating an increase in teaching staff or other unforeseen costs, AISD may revise its budget to cover such additional expenditures; and upon approval by the Juvenile Board (TEC 37.0081 (g)(1)) such additional expenditures shall be authorized and the cost thereof be added to the contract price being paid to AISD. Conversely, should under-utilization of the Program or other unforeseen conditions present an opportunity for reduction of teaching staff without diminishing necessary educational service, AISD may reduce its teaching staff assigned to the Program, whereupon the contract price to be paid to AISD, as well as the per-diem charges to the parties, will be reduced by the net amount of any costs thereby saved.

III.

Non-Educational Services

3.01. The Chief Juvenile Probation Officer, TAC 341.100(5) TAC 341.100(20), Juvenile Board and the County of Brazoria shall provide staffing of juvenile probation officers, and such non-educational personnel as deemed by the parties to be necessary and desirable for the Program, which may include a school nurse or medic, counselors (if any), motivational facilitators (if any), security personnel and other non-educational staff, and training thereof, and the physical plant, food service and supplies necessary for personal comfort, safety and security of all participants and personnel, and all other matters reasonably related to the BCJJAEP other than education. Juvenile Board and/or Chief Juvenile Probation Officer shall prepare a budget of operational and maintenance costs for non-educational services anticipated for full usage of the Program during the **2023 - 2024** school year, which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year. Financial accounting of income and expenses incurred by the County, including the bookkeeping and monthly invoicing for the entire Program, shall be provided by the County Auditor and made available to the school districts, this financial accounting may be subjected to audit by the County's annual independent auditor upon reasonable request of any party hereto.

3.02. Throughout the Program, physical maintenance, utility expenses, and facility standards in compliance with the Americans with Disabilities Act, as well as nondiscriminatory physical real property accommodations necessary to comply with Section 504 of the Rehabilitation Act of 1973, shall all be the responsibility of Brazoria County, not the AISD nor any other participating school district.

IV.

Costs and Charges

4.01. For the year **2023- 2024** school year covered by the Agreement, it is anticipated that the overall cost of the Program, including educational and non-educational services, will be **\$1,104,195.00** of which at least **\$25,000.00***** expected to be funded by food-service grants, and outside subsidies other than state reimbursements for mandatory placements; therefore, for a

180-day per school year with capacity to serve 48 students at any given time, in anticipation of an average 36 students/day (180 days of instruction/year), the average total local cost per student should be no more than \$125.00 per day.

4.02. a. It is therefore agreed that participating school districts shall pay to Brazoria County a per diem charge of \$125.00 per operational school day of assignment for each of its students placed in the Program due to *discretionary expulsion* under sole authority of Texas Education code Section 37.007(b),(c),(f), or (i), so long as the student is not the subject of juvenile court assignment or adjudication of a mandatorily expellable offense. Discretionary placements for expulsions are excepted but only for children under the age of 17 or otherwise within the jurisdiction of juvenile authorities. The student's home district at the initial time of any discretionary placement shall be responsible for payment of all such charges, regardless of any attempt by or on behalf of the student to withdraw or transfer from that district during the assignment, unless and until another participating district actually enrolls the student and expressly accepts responsibility for payment to continue the placement.

b. A school district may elect to place a student in the Program who is required by its board of trustees or designee to attend an alternative education program under Subchapter I of the Education Code; however, this MOU does not provide for mandatory placement of all students to whom said Subchapter I would apply, *i.e.* registered sex offenders as contemplated by TEC 37.309(b). It is understood, desired, acknowledged and agreed by the parties that each school district shall maintain the discretion to place such a student in an appropriate disciplinary alternative education program (DAEP) of that district's choosing, the choice of which DAEP may include but shall not be limited to the Program of the BCJJAEP. In the event a district elects to place such a student into the Program, the district shall pay to Brazoria County a per-diem charge of \$125.00 per operational school day pursuant to Subparagraph 4.02(a) hereinabove in which to place the student as if due to a discretionary expulsion, in accordance with TEC 37.310.

4.03 Brazoria County and/or the Juvenile Justice Department shall assume all costs of student placements assigned by *court order*, but may recover appropriate reimbursements from

the State for serving those students whose criminal conduct subjects them to the mandatory provisions of Texas Education Code as provided in paragraph 4.04.

4.04 a. No costs will be charged to the school districts for students placed in the Program due to *mandatory expulsion* for criminal conduct per TEC 37.007(a), (d), or (e). State funds available through the Texas Juvenile Justice Department to support and defray the costs of educating the mandatory population of expelled students shall be solicited by the Juvenile Justice Department for the County and applied toward expenses of such assignments, including but not limited to any costs of special education services as contemplated at Article V hereinbelow.

In the event of protracted absence or disappearance of an assigned student, per-diem charges will continue to accrue for up to ten consecutive school days, until Brazoria County authorities deem the student an absconder or acknowledge loss of jurisdiction; however, as charges are assessed for each day of assignment, the Juvenile Justice Alternative Education Program staff and juvenile authorities will use their best efforts to enforce the actual attendance of students assigned. If a student is detained in Juvenile Detention, the Brazoria County Juvenile Justice Alternative Education Program will no longer bill for service once the child is temporarily enrolled in Angleton Independent School District as a resident of Juvenile Detention.

b. If after a student is placed in the Program due solely to a district's mandatory expulsion, TJJD denies payment of state funds for such placement, the home district shall be notified and the parties shall continue to work together to utilize their best efforts to regain the state funding for the placement, so long as it appears in good faith to result from a bonafide and documentable mandatory expulsion pursuant to TEC 37.007(a), (d), or (e), regardless of disposition of criminal charges or juvenile justice. When written notice is received from the TJJD denying funding for a particular placement, the home school district shall assume responsibility for payment for the entirety of the placement as if the expulsion were discretionary, subject to reimbursement should state funds eventually be forthcoming; and upon receiving such notice of denial of funding by TJJD, or at any time in the event that: (1) the expelled student is not arrested nor referred to juvenile authorities for any offense listed in TEC 37.007(a), (d), or (e), and/or a determination is made that no deferred prosecution or formal court proceedings will be initiated

against the student; (2) criminal charges and/or juvenile proceedings against the student result in acquittal or dismissal with prejudice; or (3) regardless of adjudication, no disposition is ordered by the court; the home district shall have the opportunity to review and reconsider the placement and the characterization and term of expulsion in light of such development, and may withdraw the student from the Program without incurring further expense.

4.05. Should additional outside funds (other than County and School District tax dollars) become available to help subsidize the Program, significantly reducing or reimbursing the actual County expenditures and thus lowering the local cost per student below the estimates hereinabove set forth at paragraph 4.01, the per-diem charges under paragraph 4.02 will be reduced and/or reimbursed accordingly.

4.06. "In the event a participating school district sustains an emergency closure and elects to apply for a waiver it shall advise the Program of such application, its progress and of any decision made thereon by the Texas Education Agency. Upon receipt of waiver funding, the district shall pay the per diem charge for any of its students who attended the program during the closure. Each participating district shall appoint and maintain a contact person with whom the Program can communicate during emergency closures."

V.

Special Education

Beyond maintaining one special-education teacher on staff, to serve the regular BCJJAEP program, nothing herein shall require AISD, BCJJAEP, the County, or any school district to expend any additional resources necessary to address or accommodate any particular need of special education services required by the Individuals with Disabilities Education Act (IDEA) or other law. These additional/extra ordinary costs shall remain the responsibility of the responsible school district recommending the placement, or in which the student is or was last regularly reenrolled prior to juvenile court order. AISD and the responsible school district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall borne and/or reimbursed by the

responsible school district, which shall hold AISD harmless for such costs and services. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate the timely convening of federally-mandated IEP meetings of the appropriate Admission, Review, & Dismissal ("ARD") committee.

The responsible school district shall provide AISD or designee of the Brazoria County Juvenile Justice Alternative Education Program with reasonable notice of a scheduled ARD meeting and permit a representative of the Brazoria County Juvenile Justice Alternative Education Program to participate in the meeting to the extent that the meeting relates to the potential placement of a student with disabilities who would be entitled to special education services in the Brazoria County Juvenile Justice Alternative Education Program. Should such compliance be deemed by the ARD committee to be impossible or incompatible with the educational mission of Brazoria County Juvenile Justice Alternative Education Program, the student shall return to the student's home school district for necessary special education services to the extent legally permissible and practicable, unless otherwise agreed by and between the juvenile authorities and that district. The parties shall cooperate reasonably in seeking, obtaining and utilizing state funds (per par.4.04 hereinabove) and/or other subsidies that may be available to defray costs of such special education services. If after placement in the Brazoria County Juvenile Justice Alternative Education Program, AISD and/or BCJJAEP Program coordinator have concerns that the student's educational or behavioral needs cannot be met in the BCJJAEP, AISD or designee shall immediately provide written notice of those concerns to the district from which the student was expelled. The student's ARD committee shall meet to review the placement of the student in the BCJJAEP within five (5) business days or as soon thereafter as possible. The responsible district shall, in accordance with applicable federal law, provide AISD or its designee with reasonable notice of the meeting, and a representative of the BCJJAEP may participate in the meeting, during which the BCJJAEP may seek a new psychological evaluation from an independent provider at the direction of the Chief Juvenile Probation Officer at the expense of Brazoria County Juvenile Justice Department . Following the evaluation but prior to a follow-up ARD, the Chief Juvenile Probation Officer, or their designee shall obtain parental consent as legally required, to determine

the appropriateness of the student's placement in the Program following consideration of the results of such evaluation..

English as a Second Language services and instruction shall be provided by the Angleton Independent School District for JJAEP should a student require these services. These services shall be appropriate to address the needs of those students who speak English as a second language or who are non-English speaking and determined by a Language Proficiency Assessment Committee and the documentation is maintained by the JJAEP lead teacher.

VI.

Educational Accountabilities

For purposes of accountability under Chapter 39 of the Texas Education Code, a student enrolled in the Brazoria County Juvenile Justice Alternative Education Program shall be reported as if the student were enrolled in a Disciplinary Alternative Education Program of the student's home district. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district, unless otherwise provided by law or regulation of the Texas Education Agency. Students who are not attending shall be withdrawn from Brazoria County Juvenile Justice Alternative Education Program for non-attendance according to the policy of the district to which the student's attendance is attributed, subject to applicable Court Order, if any.

VII.

Annual Scope

Nothing herein shall require AISD or any other participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the school year term of this cooperative agreement. The BCJJAEP Program may

be submitted to the Texas Juvenile Justice Department for approval pursuant to Section 37.011 of the Education Code, but should additional obligations be deemed required of the County and/or Juvenile Board for this Program to fully qualify under that statute, or regulations thereunder, the parties to this Agreement are under no contractual duty to share such additional obligations or expand the Program as it relates to non-educational components without mutual consent of all concerned.

The JJAEP Student Code of Conduct shall be adopted by the juvenile board and shall describe and define in writing the JJAEP behavior management system. (TAC 348.18)

VIII.

Indemnification

Only to the extent permitted by the Texas Constitution and other applicable Texas law, but without waiver or expansion of any immunity from liability or limits to exposure established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

IX.

Memorandum of Understanding

9.01. The Brazoria County Juvenile Board and each of the participating school districts adopt this Agreement as their Memorandum of Understanding in compliance with the Texas Education Code (TEC Sections 37.010 and 37.011), whereby it is agreed and understood that no Court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program as described and allowed under this Memorandum of Understanding and the parties hereby initiate the following operating policy guidelines:

9.02. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Brazoria County Juvenile Justice Department under the direction of Chief Juvenile Probation Officer. The general hours of operation of the Brazoria County Juvenile Justice Alternative Education Program shall be 7:30 a.m. to 3:45 p.m.*** with extra duties and special programs (e.g. study hall, counseling, discipline class) provided after 3:45 p.m. as needed throughout the year. 9.03. Students assigned to the Program due to expulsion under the mandatory provisions of TEC 37.007 and/or court order shall generally remain until completing a minimum of up to 65 successful days, and students who are placed a second or subsequent time into the Program shall generally be required to remain until completing up to 90 successful days. Students placed under a discretionary expulsion will generally complete a minimum of up to 65 successful days in the program. Students placed by a school district under sole authority of TEC 37.0081 (e.g. *expulsion for nonschool Title 5 offenses, delinquent conduct, etc*) or TEC 37.309 (removal of registered sex offenders) are eligible for conditional assignments of up to 90 days, subject to capacity, but may be withdrawn at any time by the responsible district. The Brazoria County Juvenile Justice Alternative Education Program will conduct regularly scheduled progress reviews and communicate the progress with the sending district.

9.04. If a student admitted into the public school of a school district under Section 25.001(b) is expelled from a school for conduct for which expulsion is required under Section 37.007(a), (d), or (e), the juvenile court, the juvenile board, or the juvenile board's designee, as appropriate, shall:

- (1) determine if the student is placed on probation under Section 54.04, Family Code, order the student to attend the Juvenile Justice Alternative Education Program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;
- (2) determine if the student is placed on deferred prosecution under Section 53.03, Family Code, by the court, prosecutor, or probation department, require the student to immediately attend the Juvenile Justice Alternative Education Program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and
- (3) determine the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student; and

- (4) provide timely educational services to the student in the juvenile justice alternative education program in the county in which the student resides, regardless of the student's age or whether the juvenile court has jurisdiction over the student (subject to exclusion of overage students expelled solely for serious misbehavior, as distinguished per Subparagraph 4.02[a]).

9.05. Subject to exception arising under the foregoing provisions and the procedures set forth herein below, generally a student expelled by a school district and referred to juvenile court will be timely and automatically assigned to the Program for the duration of the term of expulsion, whether or not the provisions of Family Code Section 52.041(d) apply.

9.06. A student under juvenile court jurisdiction may be assigned and shall be admitted to the Program without necessity of expulsion, by appropriate court order.

9.07. The parties agree to comply with the following admission and discharge procedures:

1. If placement is initiated by school district expulsion.
 - (a) The school district in which the student is or was last enrolled shall deliver to the Brazoria County Juvenile Justice Department a copy of the order of expulsion and requesting admission into the Program. Such delivery shall be made no later than the second business day after the date a hearing is held pursuant to Texas Education Code Section 37.009, together with any other notice and information required under Texas Education Code Section 37.010 and Family Code Sections 52.04 and 52.041.
 - (b) If the student's offense did not result in an arrest or referral, the probation officer assigned shall obtain a report from the appropriate law enforcement agency, if applicable, and secure a directive to apprehend for the student's immediate detention.
2. If the student is already under court supervision.
 - (a) The probation officer will decide whether to amend the conditions of probation or incorporate the Program as a condition of release from detention.
 - (b) If the conditions of probation are to be amended, the probation officer will prepare an amendment to the original order, including an order to participate in the Program and the code of conduct. The probation officer will request a court date as soon as practicable and a Juvenile Court Judge will consider the amendment.

- (c) Otherwise, the probation officer will prepare conditions of release and include an order to participate in the Program and the code of conduct.
3. If the student is not under prior court supervision.
- (a) The probation officer will determine if a petition should be filed alleging the student is in need of supervision or has engaged in delinquent conduct.
 - (b) If a petition is not filed, the probation officer shall include in the child's conditions of release an order to participate in the Program and the code of conduct.
 - (c) If a petition is filed, the probation officer shall include with the disposition order an order to participate in the Program and the code of conduct.
4. Admission requirements.
- (a) Upon referral of a student to the JJAEP by a school district, the sending district shall forward to the JJAEP administrator or designee the same records generally required to forward to another school when a student moves from one district to another. **No student shall be admitted into the Program until all of the student's records have been received.** Records that should be provided included without limitation the following:
 - > Order of Expulsion
 - > Complete Police / Offense Report
 - > Immunization records
 - > Copy of Birth Certificate
 - > Copy of Social Security Card
 - > Withdrawal grades, current class schedule
 - > Scholastic Achievement Record/Transcript incl. grade classification (imperative for high school)
 - > STARR scores
 - > Attendance records
 - > Discipline records
 - > Special Education Records, incl. Manifestation Determination and most recent IEP and placement ARD
 - > Graduation Plan
 - > Copy of Free or reduce meal application
 - (b) The probation officer will conduct an admission conference with the student and a parent or guardian to review all the Program requirements and answer any questions.
 - (c) Brazoria County juvenile personnel will schedule a physical examination for the student through the Brazoria County Juvenile Justice Department. The student may be admitted to the Program prior to completion of the exam, but will not participate in the physical training aspect of the Program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen.

- (d) A school district shall not make a discretionary assignment of a severely emotionally-disturbed student for whom one-on-one in-school supervision has been necessary within the past year, unless the school district provides (at the school district's expense) a staff member to supervise that student one-on-one while in the Juvenile Justice Alternative Education Program. Severely emotionally-disturbed students assigned through Court placement or as a result of mandatory expulsion shall be served through the Juvenile Justice Alternative Education Program without such additional obligation of the school district.
- (e) A student with an intellectual disability who is found by judicial determination or ARD committee to lack responsibility for the pertinent misconduct, due to a substantial incapacity either to appreciate the wrongfulness of his conduct or to conform his conduct to the requirements of law (per Texas Family Code Section 55.51 or 20 USC 1415), shall not be assigned to the Juvenile Justice Alternative Education Program for such misconduct, but may be subject to proceedings under Family Code Sections 55.52.

5. Discharge requirements.

- (a) At least three working school days prior to the completion of the student's placement in the Program, and no later than five working school days prior to any consideration of recommendation for early release, administrators for both the educational and non-educational services of the Program shall confer and coordinate between themselves and communicate with the student's school district regarding the impending or contemplated return of the student and any services necessary or advisable for successful transition. Discharge from said program will be at the discretion of the program administrator or designee and will be based upon overall operational necessity

9.08. The parent/guardian shall be responsible for ensuring their child arrives on time to the Juvenile Justice Alternative Education Program each morning and for ensuring their child is promptly picked up at the conclusion of each JJAEP day. For purposes of the transportation plan required under TEC 37.011(k)(6), an expelled student's school district will coordinate provision of transportation services to the Program site in event of extreme hardship, as determined by the district, that hinders the parent/guardian's involvement. Brazoria County Juvenile Justice Alternative Education Program staff will be available to receive student arrivals at 7:30 a.m. The student shall be picked up at the end of the regular school day or in any event no later than 5:00 p.m. Court assignment to the Brazoria County Juvenile Justice Alternative Education Program for

any student may result in a concurrent assignment of a minimum of 5 hours in a parenting class for the assigned student's parent(s) or guardian(s). Such class shall be held at the Brazoria County Juvenile Justice Alternative Education Program site in a manner that will not cause the intermingling of any adults with minors nor otherwise violate TJJD or FERPA regulations. Classes will include assistance in dealing with the assigned student's behavior and parent support structures. Parents/Guardians who fail or refuse to comply with parenting class assignment and attendance may be subject to a contempt of court order.

9.09. The parties agree to meet at least once every semester to discuss the progress of the Program and revise applicable Program guidelines to address any additional needs. The daily population of 72 juveniles will be comprised of mandatory and discretionary expulsions.

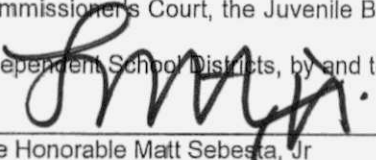
X.

Review and Renewal

10.01. This interlocal cooperation agreement and memorandum of understanding for the Brazoria County Juvenile Justice Alternative Education Program shall come under automatic reviews among representatives of all parties during **January** and **March** of each year. The review shall include, but not be limited to, any funding formulas or obligations by the school districts or Brazoria County.

10.02. The term of this Agreement and MOU shall be for the **2023 – 2024** school year only, renewable thereafter on a year-to-year basis by written consent of all parties on or before August 1 of the following year.


This agreement hereby executed as authorized by action of Brazoria County Commissioner's Court, the Juvenile Board, and the Board of Trustees of each of the undersigned Independent School Districts, by and through their respective officials as subscribed below.



The Honorable Matt Sebesta, Jr
County Judge

3/12/24

Date Signed



The Honorable Lori Rickert
County Court at Law No. 4
Juvenile Board

12-7-23

Date Signed

Carol Nelson

Carol Nelson, Superintendent
Alvin Independent School District

12/11/23

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District


Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed



Phil Edwards, Superintendent
Angleton Independent School District

12-12-23
Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
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Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

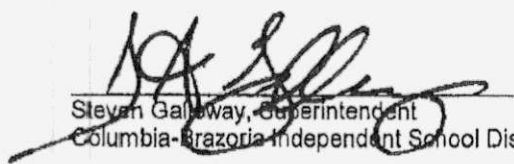
Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed



Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed 12/14/23

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

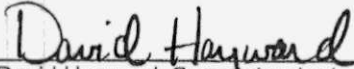
Date Signed

Danny Massey, Superintendent
Brazosport Independent School District


Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed



David Hayward, Superintendent
Damon Independent School District



Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann

Mike Homann, Superintendent
Danbury Independent School District

Date Signed 12/18/2023

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

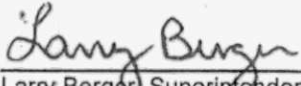
Date Signed

David Hayward, Superintendent
Damon Independent School District

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed



Larry Berger, Superintendent
Pearland Independent School District

1-25-24

Date Signed

Daniel Fuller, Superintendent
Sweeny Independent School District

Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

David Hayward, Superintendent
Damon Independent School District

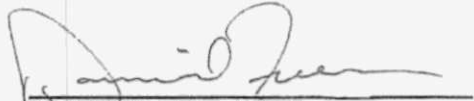
Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed



Daniel Fuller, Superintendent
Sweeny Independent School District

02/15/2024
Date Signed



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.24.

3/12/2024

Electric Distribution Line Easement - New Parks Headquarters

The Court hereby approves granting an easement to Texas New Mexico Power Company for an electric distribution line at the new County Parks Headquarters as shown in attached Exhibit "A"; and

The County Judge is authorized to execute the attached Electric Distribution Line Easement document to dedicate the easement.

Further, that a certified copy of this order be furnished to Parks Department.

and all associated facilities; the right to relocate along the same general direction of said line or lines within this Easement; the right to remove from this Easement all trees and vegetation (wild or cultivated) and parts thereof (including overhang from trees and vegetation growing outside this Easement) which, in the opinion of Grantee, endanger or which may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line or lines and associated facilities; and the right to exercise all other rights granted in this Easement.

All covenants of Grantor in this Easement shall be binding on Grantor's heirs and assigns, and shall be covenants running with the land described herein.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors, and assigns, until said Easement shall be abandoned.

SIGNED this _____ day of _____, 2024.

**BRAZORIA COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF TEXAS**

**L.M. MATT SEBESTA, JR.
BRAZORIA COUNTY JUDGE**

County: Brazoria County
Project: 0.068 Acre
Job No.: 14761

FIELD NOTES FOR 0.068 ACRE EASEMENT

Being a 0.068 acre tract of land located within the M.C. Tobin Survey, Abstract No. 699, Brazoria County, Texas, being a portion of the Minor Plat, Brazoria County Parks Headquarters, as recorded in C.C.F.N. 2023049233 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 0.068 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

COMMENCING at a TxDOT concrete monument found, being on the West line of the above reference tract, same being the East R.O.W. line of State Highway 288;

THENCE North 67°08'14" East, over and across the above referenced tract, a distance of 331.68 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE over and across the above referenced tract the following calls:

North 87°06'01" East, a distance of 17.12 feet to a point for corner;

South 23°46'05" East, a distance of 99.46 feet to a point for corner;

North 87°06'01" East, a distance of 16.87 feet to a point for corner;

South 02°53'59" East, a distance of 37.00 feet to a point for corner;

South 87°06'01" West, a distance of 37.00 feet to a point for corner;

North 02°53'59" West, a distance of 37.00 feet to a point for corner;

North 87°06'01" East, a distance of 3.01 feet to a point for corner;

North 23°46'05" West, a distance of 99.46 feet to the **POINT OF BEGINNING** of the herein described tract of and containing 0.068 acre of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.


02/27/2024
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



Exhibit

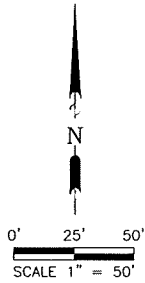
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J:\14000s\14700s\14761\ENGINEERING-SURVEY\SURVEY\DRAFT\TX-NMX Esmt\Rev 1\14761 TXNM Esmt Rev 1.docx

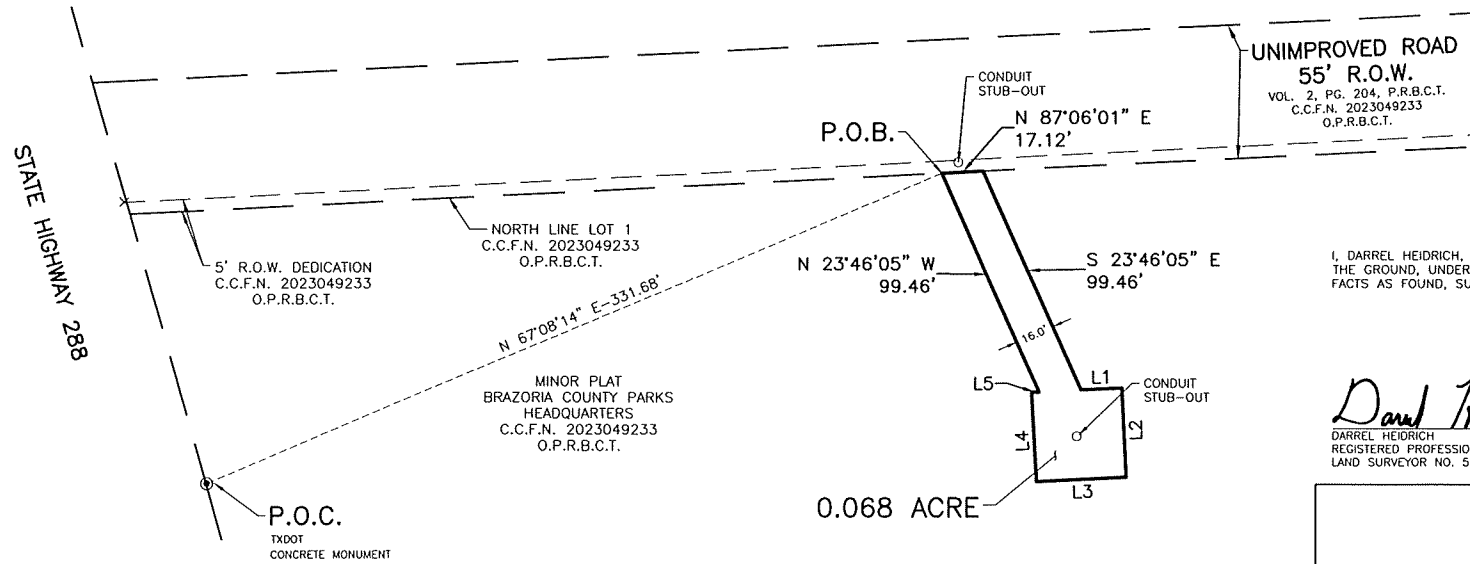
4005 Technology Drive, Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

BRAZORIA COUNTY, TEXAS

M.C. TOBIN SURVEY
ABSTRACT NO. 699



J:\140005\147005\14751\ENGINEERING-SURVEY\SURVEY\URDRAFT\TX-NEW MEX ESMT REV 1\14761 TX NEW MEX ESMT REV 1.DWG PLOT DATE:2/27/2024 Dheidrich



UNIMPROVED ROAD
55' R.O.W.
VOL. 2, PG. 204, P.R.B.C.T.
C.C.F.N. 2023049233
O.P.R.B.C.T.

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS AS FOUND, SURVEYED ON FEBRUARY 6, 2024

Darrel Heidrich 02/27/2024
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378



0.068 ACRE EASEMENT

BEING A PORTION OF
THE MINOR PLAT
BRAZORIA COUNTY PARKS
HEADQUARTERS
C.C.F.N. 2023049233, O.P.R.B.C.T.

M.C. TOBIN SURVEY
ABSTRACT NO. 699
BRAZORIA COUNTY, TEXAS



Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6661
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

- SURVEYORS NOTES**
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
 2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
 3. THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.

- LEGEND**
- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
 - D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY, TEXAS
 - P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY, TEXAS
 - C.C.F.N. = COUNTY CLERK'S FILE NUMBER
 - VOL, PG. = VOLUME, PAGE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT

Line No.	Direction	Length
L1	N87°06'01"E	16.87'
L2	S02°53'59"E	37.00'
L3	S87°06'01"W	37.00'
L4	N02°53'59"W	37.00'
L5	N87°06'01"E	3.01'

REVISION TABLE		
REV. NO.	DATE	REVISION
1	02/27/2024	REVISED ESMT CONFIGURATION

DRAWING NO.: 14761 TX NEW MEX ESMT REV 1	DRAWN BY: DH	CKED BY: AH
JOB NO.: 14761	SCALE: 1" = 50'	DATE: 2/27/2024
		REV. NO. 1

**Exhibit
B**



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25.

3/12/2024

Renew RFP #21-84 Disaster Monitoring Services

Approval to renew "RFP #21-84 Disaster Monitoring Services" with the following vendors for a fourth (4th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on March 31, 2024.

- Tetra Tech, Inc. of Houston, Texas
- Rostan Solutions, LLC of Valrico, Florida

The renewal term shall be April 1, 2024 to March 31, 2025.

Further, expenditures will be funded by the specific disaster event fund.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26.

3/12/2024

Renew ITB #23-36 Drainage Products - Reinforced Concrete Pipe

Approval to renew with price increase for "ITB #23-36 Drainage Products - Reinforced Concrete Pipe" with Coburn Supply Company, Inc. of New Caney, Texas, as per the attached, for the second (2nd) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on March 27, 2024.

The renewal term shall be March 28, 2024 to March 27, 2025.

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

23-36 Summary

Approval to renew with price increase for “ITB #23-36 Drainage Products – Reinforced Concrete Pipe” to Coburn Supply Company, Inc. of New Caney, Texas, as per the attached, as reflected in the Producer Price Index for nonmetallic mineral products – concrete pipe.

The price increase percentage is 3%. The PPI indicates a 6% increase; therefore the 3% increase is appropriate.



Date: 2/9/24

Dear Brazoria County,

As we approach the expiration of our current contract with you, I wanted to take a moment to thank you for your continued business and support. It has been an honor to work with you over the past years, and we value the relationship we have built with your organization.

In the past, we have always strived to provide you with the highest quality products and services at a fair and reasonable price. We must inform you that due to continued rising manufacturing, material and freight costs, we will need to implement a price increase for the renewal of our contract 3% across all products on this bid. Please see attached pages with the breakdown of the pricing per line.

We believe that this increase is in line with industry standards and will allow us to maintain our competitive position while continuing to meet your needs and expectations.

We value our partnership with your company and look forward to continuing to work together to achieve mutual success. If you have any questions or concerns regarding this price increase, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Jeffrey A. Wimp".

Jeffrey Wimp
Contract Administrator
Coburn Supply Company, Inc.

ITB #23-36 DRAINAGE PRODUCTS - REINFORCED CONCRETE PIPE

ATTACHMENT A- BID TABLE			
DESCRIPTION			
1.0 PIPE, CONCRETE, REINFORCED SPECIFICATIONS: Shall conform to TXDOT Item 464.2 ASTM C-76, Class III, tongue and groove.	PRICE PER FOOT DELIVERED TO JOBSITE	New Pricing	Precent Increase
12"	\$36.25	\$ 37.34	2.92%
12"	\$36.25	\$ 37.34	2.92%
15"	\$37.00	\$ 38.11	2.91%
15"	\$37.00	\$ 38.11	2.91%
18"	\$39.50	\$ 40.69	2.92%
18"	\$39.50	\$ 40.69	2.92%
24"	\$57.50	\$ 59.23	2.92%
24"	\$57.50	\$ 59.23	2.92%
30"	\$83.75	\$ 86.26	2.91%
36"	\$113.75	\$ 117.16	2.91%
42"	\$125.00	\$ 128.75	2.91%
48"	\$170.00	\$ 175.10	2.91%
54"	\$215.00	\$ 221.45	2.91%
60"	\$280.00	\$ 288.40	2.91%
72"	\$695.50	\$ 716.37	2.91%
Number of days shipment can be made in after receipt of order.			
DESCRIPTION			
2.0 REINFORCED CONCRETE SAFETY END TREATMENTS (SETs) (6H:1V) SPECIFICATIONS: Shall conform to TXDOT Item 467 for pre-cast concrete units. Scored pipe is not acceptable.	PRICE PER FOOT DELIVERED TO JOBSITE	New Pricing	Precent Increase
Safety End Treatment			
SIZE			
12"	\$1,100.00	\$ 1,133.00	2.91%
15"	\$1,100.00	\$ 1,133.00	2.91%
18"	\$1,100.00	\$ 1,133.00	2.91%
24"	\$1,760.00	\$ 1,812.80	2.91%
30"	\$3,240.00	\$ 3,337.20	2.91%
36"	\$3,675.00	\$ 3,785.25	2.91%
42"	\$5,300.00	\$ 5,459.00	2.91%
48"	\$8,090.00	\$ 8,332.70	2.91%
54"		\$ -	0.00%
60"	\$18,375.00	\$ 18,926.25	2.91%

Number of days shipment can be made in after receipt of order.	2-3 WEEKS		
3.0 R.C.P. DROP INLET, CONCRETE, PRE-CAST - Shall conform to TxDot Item 465 for pre-cast concrete units and to current ASTM specifications. Drop inlets to be free from fractures, deep cracks, and surface roughness.	PRICE PER DROP INLET DELIVERED TO JOBSITE	New Pricing	Precent Increase
15"	\$305.00	\$ 314.15	2.91%
18"	\$660.00	\$ 679.80	2.91%
24"	\$810.00	\$ 834.30	2.91%
30"	\$1,235.00	\$ 1,272.05	2.91%
36"	\$1,730.00	\$ 1,781.90	2.91%
48"	\$2,610.00	\$ 2,688.30	2.91%
Number of days shipment can be made in after receipt of order.	1-2 WEEKS		
Additonal Sizes, Price per Drop Inlet Delivered:		New Pricing	Precent Increase
Square Diameter 60"	\$3,980.00	\$4,099.40	2.91%
Number of days shipment can be made in after receipt of order.	1-2 WEEKS		
Availability of Product			

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



SUSAN P. SERRANO, C.T.P.M., C.T.C.M.

Purchasing Director

January 11, 2024

Jeffrey Wimp
Attn: Coburn Supply Company, Inc.
21371 US Hwy 59 N.
New Coney, TX 77357
Sent via Email: jwimp@coburns.com

Re: ITB# 23-36 – Drainage Products – Reinforced Concrete Pipe

Dear Mr. Wimp:

The current term of ITB# 23-36 Drainage Products – Reinforced Concrete Pipe expires on March 27, 2024, with an option to renew for another year upon approval by Commissioners’ Court.

In order to help the Purchasing Department in making a recommendation to Commissioners’ Court to renew the current contract or to advertise for a new invitation to bid, we need your input.

If you are in compliance with a renewal ITB# 23-36 Drainage Products – Reinforced Concrete Pipe at reduced or current pricing, please sign as indicated at the bottom of this letter. Please include any price reductions on a separate sheet or on the current contract sheet. The current contract sheet can be found on the Brazoria County Purchasing website at <http://brazoriacountytx.gov/departments/purchasing>. Click on the link marked “Current Annual Contracts”.

In the event that you are unable to renew at current or reduced pricing, please include any price increases, **along with justification backup documentation**, for review by the Purchasing Department. This will aid in determining a recommendation for rebid or renewal.

In the event that no changes are marked, or you fail to return this letter, Brazoria County shall assume that there are no product or pricing changes and a recommendation for renewal will be sent to Commissioners’ Court with the current pricing.

Please return this letter, along with any price or product revisions, to **Amanda Erickson at aerickson@brazoriacountytx.gov by February 8, 2024.**

As always, your interest in Brazoria County is appreciated.

Very truly yours,

Susan P. Serrano, CTPM, CTCM
Brazoria County Purchasing Director

Jeffrey Wimp / Contract Administrator 2/9/24

Name & Title

Date

<input type="checkbox"/>	APPROVED for renewal with reduced pricing (include pricing)
<input type="checkbox"/>	APPROVED for renewal with current pricing
<input checked="" type="checkbox"/>	APPROVED for renewal with increased pricing (include pricing)
<input type="checkbox"/>	I do not wish to renew the current referenced contract(s)

**PPI Commodity Data
Original Data Value**

Series Id: WPU1332
 Not Seasonally Adjusted
 Series Title: PPI Commodity data for Nonmetallic mineral products-
 Group: Nonmetallic mineral products
 Item: Concrete pipe
 Base Date: 198200
 Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	210.4	210.4	211.8	212.0	212.5	214.1	214.2	214.2	214.2	214.2	214.2	215.8
2015	218.2	218.8	218.7	218.1	219.3	219.3	220.0	219.9	221.3	221.3	221.3	221.8
2016	221.8	222.7	221.0	223.4	221.9	222.5	224.0	223.6	223.8	223.2	224.8	226.7
2017	226.3	228.4	227.3	228.3	226.0	226.6	225.3	224.8	225.8	225.2	228.6	227.8
2018	223.2	222.0	228.2	227.6	228.2	228.5	229.1	227.0	229.7	226.4	232.6	233.1
2019	231.6	235.3	231.6	235.6	232.7	236.0	236.1	243.5	239.2	240.8	239.2	242.6
2020	252.7	241.5	248.5	250.3	248.8	246.4	253.1	250.1	252.3	249.7	247.6	248.8
2021	252.3	248.9	249.4	252.9	253.2	253.2	258.772	261.443	263.444	272.716	274.819	285.959
2022	285.898	289.209	300.061	301.361	300.119	308.316	312.818	315.947	324.671	326.224	332.572	342.896
2023	348.002	357.082	344.862	347.406	348.860	354.768	351.161	344.461	354.265	356.025	358.904	360.744
2024	368.561											

**PPI Commodity Data
Original Data Value**

Series Id: WPU1074051
 Not Seasonally Adjusted
 Series Title: PPI Commodity data for Metals and metal products-
 Group: Metals and metal products
 Item: Fabricated structural metal bar joists and concrete
 Base Date: 198200
 Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	183.9	182.7	182.5	183.2	183.0	183.1	184.1	184.4	182.3	182.2	183.4	184.6
2014	184.2	184.6	186.0	186.7	187.5	188.9	188.9	189.6	189.7	189.7	189.7	189.3
2015	189.8	189.4	188.9	189.9	190.7	192.1	192.7	193.6	190.2	189.9	189.8	189.4
2016	188.7	188.6	189.0	192.5	195.0	195.0	196.3	196.5	195.6	195.7	195.9	198.7
2017	199.0	200.5	200.8	204.8	205.0	204.6	196.5	194.8	196.8	197.0	197.1	197.7
2018	200.0	203.0	210.8	213.1	219.8	219.9	220.9	221.8	221.9	222.1	221.9	221.6
2019	217.4	215.9	214.0	214.0	213.9	214.2	214.6	214.6	214.8	215.1	215.1	215.2
2020	215.6	215.8	215.6	215.2	215.3	215.1	215.6	215.4	215.5	215.2	214.8	216.3
2021	217.0	225.4	240.9	252.7	273.7	292.1	305.755	322.153	331.930	331.894	335.868	339.424
2022	345.986	341.311	353.839	373.603	374.857	378.454	372.821	367.305	362.175	353.146	350.066	350.684
2023	354.084	356.217	364.557	362.727	362.138	362.944	365.184	364.449	361.315	362.726	364.115	385.135



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27.

3/12/2024

Amend Contract with Carr Riggs & Ingram LLC

Approval to amend the contract with Carr, Riggs, & Ingram, LLC, of Winter Park, Florida, for RFSQ #21-62 Courthouse Expansion Auditing Services for Phase Task Order 4, awarded by Court Order 7.U.3 dated November 9, 2021.

The addendum is to revise procedures previously specified on October 5, 2021, and are revised according to the Addendum's attached Exhibit A.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said amendment on behalf of the County.



Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRLcpa.com

January 26, 2024

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Re: Brazoria County Courthouse Expansion Project – Phase Task Order 4

Dear Ms. Serrano,

This letter constitutes an addendum to our original agreed-upon procedures engagement letter dated October 5, 2021. The purpose of this letter is to communicate revised procedures in connection with the Brazoria County Courthouse Expansion Project – Phase Task Order 4. The procedures, specified on October 5, 2021, are revised as follows:

- Specific document names and dates were added throughout the procedures.
- Procedures 6.d., 11.a.-b., 13.c.-f., 17.a.-b., 18.c.-d. and 21. in the original agreement were removed, as they were not applicable to the engagement.
- Procedures 13.a.-b. and 18.b.-c. in the attached Exhibit A (18.b. & e. in the original agreement) were edited for clarity and to better reflect the procedures performed.

The clarified procedures are detailed on the attached Exhibit A. This Exhibit A supersedes the Exhibit A attached to the engagement letter mentioned above.

All the terms of our original engagement letter will apply to this addendum. This addendum will become effective as soon as you sign this letter and return the signed copy to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

RESPONSE:

This letter correctly sets forth the understanding of Brazoria County, Texas.

By: _____

Title: _____

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 4: Emergency Operation Center Construction
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement Master Terms and Conditions for Construction Manager Construction Management Agreement (the Agreement), dated July 16, 2021, between Brazoria County, Texas (the County) and SpawGlass Construction Corp. (the Construction Manager) and exhibits, attachments, and amendments to the Agreement (collectively referred to as the “contract documents”), relative to the Courthouse Expansion Project Phased Task Order 4: Emergency Operation Center Construction (the Project).
2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.
3. Obtain from the Construction Manager, a copy of the final job cost detail, dated August 7, 2023 (the “final job cost detail”).
4. Obtain from the Construction Manager and the County, a copy of the draft final payment application request issued to the County, dated June 5, 2023 (“draft final pay application”).
5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.
6. From the final job cost detail, select all subcontractors with total costs listed in excess of \$50,000 (“selected subcontractors”) and perform the following:
 - a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
 - b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, and subcontractor markups (“supporting documentation”) for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
 - c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the “payment documentation”). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.
8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.
9. From the items selected in 8. above, perform the following:
 - a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
 - b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.
10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
 - a. Compare the labor burden rate components to the stipulations stated in the contract documents.
 - b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
 - c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.
11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed \$50,000.
12. From the final job cost detail, select amounts for payment and performance bond costs and builder's risk insurance (as applicable) and perform the following:
 - a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.
13. From the final job cost detail, select amounts for contractor controlled insurance and perform the following:
 - a. Because contractor controlled insurance is charged to the Project at an agreed upon rate, obtain the agreed upon rates from the contract documents and recalculate the amounts to be charged to the Project based on the provisions of the contract documents.
 - b. Compare the results of the recalculations in 13.a. above to the amounts charged by the Construction Manager.
14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.

15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:
 - a. Report the entity and volume of the transactions to the County.
 - b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.
16. From the final job cost detail, select at least five transactions (unless internal charges total less than \$3,000) determined to be the Construction Manager's internal charges to the Project, and perform the following:
 - a. Obtain calculations for internal charge rates and vendor invoices that support the calculation of the Construction Manager's internal rates.
 - b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 16.a. above.
17. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.
18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
 - a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
 - b. Because the subguard is charged to the Project at an agreed upon rate, obtain the agreed upon rate from the contract documents and recalculate the amounts to be charged to the Project based on the provisions of the contract documents.
 - c. Compare the results of the recalculations in 18.b. above to the amounts charged by the Construction Manager.
 - d. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.
19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.
20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.
21. Recalculate the adjusted guaranteed maximum price (GMP) as follows:
 - a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
 - b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price (adjusted GMP).
22. For the adjusted GMP amount recalculated in 21.b. above, perform the following:
 - a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
 - b. Compare the adjusted GMP amount recalculated in 21.b. above to the final contract value noted in 22.a. above.

23. Recalculate the final construction costs as follows:
 - a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
 - b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the final construction costs.
 - c. Compare the adjusted GMP amount recalculated in 21.b. above to the final construction costs amount from 23.b. above.

24. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.

25. Compare the ending balances in the contingency funds, per the contingency logs obtained in 24. above, to the change order amount of the funds returning to the County, as obtained in 19. above.

November 9, 2021
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 7.U.3

RE: Award RFSQ #21-62 Courthouse Expansion - Auditing Services

Upon recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion - Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of \$27,000.00.

Further, that the County Judge be authorized to sign the applicable professional services agreement.

21-62 Summary

A total of two hundred and eighty (280) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (ESBD) website. There were thirty-eight (38) document takers resulting in three (3) responses, one (1) of which was a non-response.

At the recommendation of the evaluation committee and upon final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion – Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of \$27,000.00.

Evaluation Committee Members:

Commissioner Adams, Commissioner Precinct Three
Matt Hanks, County Engineer
Clay Forister, Assistant County Engineer
Kaysie Stewart, County Auditor
Gerald Hendrick Facilities Management
Natasha Stulberg, Purchasing Designee, (non-voting member)



21-62 - Courthouse Expansion Project-Auditing Services Scoring Summary

Active Submissions

	Total	General Information	Large Governmental Projects & Experience	Staff Experience & Client Relationships
Supplier	/ 100 pts	/ 20 pts	/ 50 pts	/ 30 pts
Carr, Riggs & Ingram LLC	85.4	18.4	41.4	25.6
Elite Image Tax and Notary Service LLC	39	9	17	13



BrazoriaCounty TX

Passed
Nov 9, 2021 9:00 AM

Court Order

Award RFSQ #21-62 Courthouse Expansion - Auditing Services

Information

Department:	Purchasing	Sponsors:
Category:	Award	

Attachments

- [Printout](#)
- [Professional Services Agreement - Courthouse Expansion CRI ADT 2021-11-01](#)
- [21-62 Award Summary](#)
- [21-62 - Scoring Summary](#)
- [Bonfire Vendor Invites](#)

Body

Upon recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion - Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of \$27,000.00.

Further, that the County Judge be authorized to sign the applicable professional services agreement.

Meeting History

Nov 9, 2021 9:00 AM Media	Commissioners' Court	Regular Session	Draft
RESULT:	PASSED [UNANIMOUS]		
MOVER:	Stacy L. Adams, Commissioner		
SECONDER:	Ryan Cade, Commissioner		
AYES:	L.M. "Matt" Sebesta, Donald "Dude" Payne, Ryan Cade, Stacy L. Adams, David R. Linder		

Powered by **Granicus**

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 Carr, Riggs & Ingram, LLC, an Alabama Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to contract with a consultant to provide auditing services for the Brazoria County Courthouse Expansion Project, hereinafter called the “Project”

The County desires that Consultant perform certain professional auditing 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 auditing 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, 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 Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515
ATTN: Matthew Hanks, JD, PE
Email: matth@brazoria-county.com
Phone: 979-864-1265

Consultant:

Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard, Suite 200
Winter Park, Florida 32789
ATTN: Matthew Incinelli, CPA, CCA
Email: mincinelli@cricpa.com
Phone: 407-644-7455

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 boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott 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

Carr, Riggs & Ingram, LLC

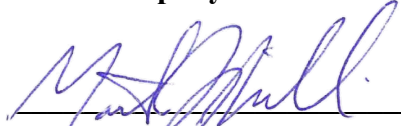
An Alabama company

By:  _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: 11-19-2021

By:  _____

Name: Matthew Incinelli

Title: Partner

Date: November 1, 2021

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

INSERT PROPOSAL AND SCHEDULE



Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRlcpa.com

October 5, 2021

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Dear Ms. Serrano,

The purpose of this letter is to confirm our understanding of the nature and limitations of the services we are to provide for Brazoria County, Texas (the "County"), for the Courthouse Expansion Project Phased Task Order 1: First Baptist Church Demolition and Abatement, with an estimated guaranteed maximum price (GMP) of \$985,047, in accordance with our discussions.

You (the "County") will agree to the procedures described in the attachment to this letter and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assist you in determining the final change order value and the final contract value (collectively the "subject matter") for the Brazoria County Courthouse Expansion Project Phased Task Order 1: First Baptist Church Demolition and Abatement (the "Project"), as provided by SpawGlass Construction Corp. (the "Construction Manager" and "responsible party"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the construction costs of the Project. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict subject matter as presented by the Construction Manager, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

The Construction Manager is responsible for the construction costs that support the ultimate contract value, and that such costs are in accordance with the contract documents between the Construction Manager and the County. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you confirming, among other things, your responsibility for selecting the criteria and for determining such criteria are appropriate for your purposes. We will also request certain written representations in the form of a representation letter from the Construction Manager's management that, among other things, will confirm the Construction Manager's management's responsibility for the construction costs and final contract value in accordance with the contract documents between the Construction Manager and the Owner.

Any nonattest services provided by CRI do not constitute an audit or attest services under auditing or attestation standards generally accepted in the United States of America and such services will not be conducted in accordance with auditing or attestation standards generally accepted in the United States of America. We will perform any such services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Matthew Incinelli is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures as soon as possible after being engaged and receiving all the information requested from the County and the Construction Manager. Additionally, we will need confirmation from the Construction Manager that their job cost information is complete and available. Unless unforeseen problems are encountered, we would expect the engagement to be completed with 90 days of the commencement of our procedures and the date all necessary information is received or made available. If we encounter any significant delays, we will inform you promptly.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other

party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Fees

Based on the size and nature of the project, and other information you have supplied, we estimate our fees for these services not to exceed \$5,750, which includes travel (one site visit to review records in person) and out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

If significant additional time is needed we will discuss it with you immediately and arrive at a new fee estimate before we incur additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.


Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Enclosures

Accepted by: Brazoria County, Texas

Signature: 

Title: L. M. "Matt" Sebesta Jr.

Date: November 19, 2021

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 1: First Baptist Church Demolition and Abatement
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement (the “Agreement”), dated [DATE], between Brazoria County, Texas (the “County”) and SpawGlass Construction Corp. (the “Construction Manager”) and exhibits, attachments, and amendments to the Agreement (collectively referred to as the “contract documents”), relative to the Courthouse Expansion Project Phased Task Order 1: First Baptist Church Demolition and Abatement (the “Project”). (Note: The specific dates not yet identified throughout this Exhibit will be communicated in the agreed upon procedures report.)
2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.
3. Obtain from the Construction Manager, a copy of the final job cost detail, dated [DATE] (the “final job cost detail”).
4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated [DATE] (“final pay application”).
5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.
6. From the final job cost detail, select all subcontractors with total costs listed in excess of \$50,000 (“selected subcontractors”) and perform the following:
 - a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
 - b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation (“supporting documentation”) for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
 - c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the “payment documentation”). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

- d. Obtain a listing of owner direct purchases (“ODP”) from the County related to each selected subcontractor. Compare the ODP amounts to the sum of the deductive ODP change orders, per the selected subcontractor.
7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.
8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.
9. From the items selected in 8. above, perform the following:
 - a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
 - b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.
10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
 - a. Compare the labor burden rate components to the stipulations stated in the contract documents.
 - b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
 - c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.
11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed \$50,000 and perform the following:
 - a. For each non-subcontractor vendor selected, obtain a copy of or access to at least three of the original invoices or pricing documents reflected in the final job cost detail, and a copy of the cancelled check or other proof of payment for each item selected.
 - b. Compare the documents obtained in 11.a. to the amount recorded in the final job cost detail.
12. From the final job cost detail, select amounts for payment and performance bond costs and builder’s risk insurance (as applicable) and perform the following:
 - a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.
13. From the final job cost detail, select amounts for general liability insurance and perform the following:
 - a. Where applicable, obtain the Construction Manager’s internal allocation for general liability insurance charges.

- b. Inspect the internal allocation method and calculation. Compare the documentation obtained in 13.a. above to the amounts recorded to the final job cost detail.
 - c. If applicable, obtain third party invoices for internal allocation amounts.
 - d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
 - e. If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.
 - f. If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.
14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.
15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:
- a. Report the entity and volume of the transactions to the County.
 - b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.
16. From the final job cost detail, select at least three transactions (unless internal charges total less than \$3,000) determined to be the Construction Manager's internal charges to the Project, and perform the following:
- a. Obtain calculations for internal charge rates and vendor invoices that support the calculation of the Construction Manager's internal rates.
 - b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 16.a. above.
17. From the final job cost detail, select at least three transactions determined to be equipment rental charges on the Project.
- a. Obtain the vendor invoices for the selected transactions.
 - b. Inspect the vendor invoices and agree charges to the final job cost detail and to compliance with contractual requirements.
18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
- a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
 - b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party.
 - c. If the charges for subguard are the result of an internal allocation, obtain the internal allocation calculations that support the amounts in the final job cost detail and compare the calculations to the amounts in the final job cost detail.

- d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
 - e. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail.
 - f. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.
19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.
20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.
21. Compare the ODP plus sales tax savings amount per the log obtained in 20. above, to the total change order amounts obtained in 19. above relative to ODPs.
22. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:
- a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
 - b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price ("adjusted GMP").
23. For the adjusted GMP amount recalculated in 22.b. above, perform the following:
- a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
 - b. Compare the adjusted GMP amount recalculated in 22.b. above to the final contract value noted in 23.a. above.
24. Recalculate the construction costs plus fee as follows:
- a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
 - b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the construction costs plus fee.
 - c. Compare the adjusted GMP amount recalculated in 22.b. above to the construction costs plus fee amount from 24.b. above.
25. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.
26. Compare the ending balances in the contingency funds, per the contingency logs obtained in 25. above, to the change order amount of the funds returning to the County, as obtained in 19. above.



Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRlcpa.com

October 5, 2021

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Dear Ms. Serrano,

The purpose of this letter is to confirm our understanding of the nature and limitations of the services we are to provide for Brazoria County, Texas (the "County"), for the Courthouse Expansion Project Phased Task Order 2: Administration and Emergency Operation Center Decking Package, with an estimated guaranteed maximum price (GMP) of \$1,436,171, in accordance with our discussions.

You (the "County") will agree to the procedures described in the attachment to this letter and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assist you in determining the final change order value and the final contract value (collectively the "subject matter") for the Brazoria County Courthouse Expansion Project Phased Task Order 2: Administration and Emergency Operation Center Decking Package (the "Project"), as provided by SpawGlass Construction Corp. (the "Construction Manager" and "responsible party"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the construction costs of the Project. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict subject matter as presented by the Construction Manager, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

The Construction Manager is responsible for the construction costs that support the ultimate contract value, and that such costs are in accordance with the contract documents between the Construction Manager and the County. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you confirming, among other things, your responsibility for selecting the criteria and for determining such criteria are appropriate for your purposes. We will also request certain written representations in the form of a representation letter from the Construction Manager's management that, among other things, will confirm the Construction Manager's management's responsibility for the construction costs and final contract value in accordance with the contract documents between the Construction Manager and the Owner.

Any nonattest services provided by CRI do not constitute an audit or attest services under auditing or attestation standards generally accepted in the United States of America and such services will not be conducted in accordance with auditing or attestation standards generally accepted in the United States of America. We will perform any such services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Matthew Incinelli is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures as soon as possible after being engaged and receiving all the information requested from the County and the Construction Manager. Additionally, we will need confirmation from the Construction Manager that their job cost information is complete and available. Unless unforeseen problems are encountered, we would expect the engagement to be completed with 90 days of the commencement of our procedures and the date all necessary information is received or made available. If we encounter any significant delays, we will inform you promptly.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other

party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Fees

Based on the size and nature of the project, and other information you have supplied, we estimate our fees for these services not to exceed \$4,850, which includes travel (one site visit to review records in person) and out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

If significant additional time is needed we will discuss it with you immediately and arrive at a new fee estimate before we incur additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Enclosures

Accepted by: Brazoria County, Texas

Signature:  _____

Title: L. M. "Matt" Sebesta Jr.

Date: November 19, 2021

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 2: Administration and Emergency Operation Center Decking Package
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement (the “Agreement”), dated [DATE], between Brazoria County, Texas (the “County”) and SpawGlass Construction Corp. (the “Construction Manager”) and exhibits, attachments, and amendments to the Agreement (collectively referred to as the “contract documents”), relative to the Courthouse Expansion Project Phased Task Order 2: Administration and Emergency Operation Center Decking Package (the “Project”). (Note: The specific dates not yet identified throughout this Exhibit will be communicated in the agreed upon procedures report.)
2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.
3. Obtain from the Construction Manager, a copy of the final job cost detail, dated [DATE] (the “final job cost detail”).
4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated [DATE] (“final pay application”).
5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.
6. From the final job cost detail, select all subcontractors with total costs listed in excess of \$50,000 (“selected subcontractors”) and perform the following:
 - a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
 - b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation (“supporting documentation”) for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
 - c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the “payment documentation”). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

- d. Obtain a listing of owner direct purchases (“ODP”) from the County related to each selected subcontractor. Compare the ODP amounts to the sum of the deductive ODP change orders, per the selected subcontractor.
7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.
8. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed \$50,000 and perform the following:
 - a. For each non-subcontractor vendor selected, obtain a copy of or access to at least three of the original invoices or pricing documents reflected in the final job cost detail, and a copy of the cancelled check or other proof of payment for each item selected.
 - b. Compare the documents obtained in 8.a. to the amount recorded in the final job cost detail.
9. From the final job cost detail, select amounts for payment and performance bond costs and builder’s risk insurance (as applicable) and perform the following:
 - a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.
10. From the final job cost detail, select amounts for general liability insurance and perform the following:
 - a. Where applicable, obtain the Construction Manager’s internal allocation for general liability insurance charges.
 - b. Inspect the internal allocation method and calculation. Compare the documentation obtained in 10.a. above to the amounts recorded to the final job cost detail.
 - c. If applicable, obtain third party invoices for internal allocation amounts.
 - d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
 - e. If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.
 - f. If applicable, recalculate the Construction Manager’s internal allocations and compare the recalculation to the amounts in the final job cost detail.
11. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program (“subguard”) for subcontractor bonding requirements. If so, perform the following:
 - a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
 - b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party.

- c. If the charges for subguard are the result of an internal allocation, obtain the internal allocation calculations that support the amounts in the final job cost detail and compare the calculations to the amounts in the final job cost detail.
 - d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
 - e. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail.
 - f. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.
12. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.
13. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.
14. Compare the ODP plus sales tax savings amount per the log obtained in 13. above, to the total change order amounts obtained in 12. above relative to ODPs.
15. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:
- a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
 - b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 12. above to get the adjusted guaranteed maximum price ("adjusted GMP").
16. For the adjusted GMP amount recalculated in 15.b. above, perform the following:
- a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
 - b. Compare the adjusted GMP amount recalculated in 15.b. above to the final contract value noted in 16.a. above.
17. Recalculate the construction costs plus fee as follows:
- a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
 - b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the construction costs plus fee.
 - c. Compare the adjusted GMP amount recalculated in 15.b. above to the construction costs plus fee amount from 17.b. above.



Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRlcpa.com

October 5, 2021

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Dear Ms. Serrano,

The purpose of this letter is to confirm our understanding of the nature and limitations of the services we are to provide for Brazoria County, Texas (the "County"), for the Courthouse Expansion Project Phased Task Order 4: Emergency Operation Center Construction, with an estimated guaranteed maximum price (GMP) of \$8,012,517, in accordance with our discussions.

You (the "County") will agree to the procedures described in the attachment to this letter and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assist you in determining the final change order value and the final contract value (collectively the "subject matter") for the Brazoria County Courthouse Expansion Project Phased Task Order 4: Emergency Operation Center Construction (the "Project"), as provided by SpawGlass Construction Corp. (the "Construction Manager" and "responsible party"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the construction costs of the Project. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict subject matter as presented by the Construction Manager, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

The Construction Manager is responsible for the construction costs that support the ultimate contract value, and that such costs are in accordance with the contract documents between the Construction Manager and the County. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you confirming, among other things, your responsibility for selecting the criteria and for determining such criteria are appropriate for your purposes. We will also request certain written representations in the form of a representation letter from the Construction Manager's management that, among other things, will confirm the Construction Manager's management's responsibility for the construction costs and final contract value in accordance with the contract documents between the Construction Manager and the Owner.

Any nonattest services provided by CRI do not constitute an audit or attest services under auditing or attestation standards generally accepted in the United States of America and such services will not be conducted in accordance with auditing or attestation standards generally accepted in the United States of America. We will perform any such services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Matthew Incinelli is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures as soon as possible after being engaged and receiving all the information requested from the County and the Construction Manager. Additionally, we will need confirmation from the Construction Manager that their job cost information is complete and available. Unless unforeseen problems are encountered, we would expect the engagement to be completed with 90 days of the commencement of our procedures and the date all necessary information is received or made available. If we encounter any significant delays, we will inform you promptly.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other

party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Fees

Based on the size and nature of the project, and other information you have supplied, we estimate our fees for these services not to exceed \$16,400, which includes travel (one site visit to review records in person) and out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

If significant additional time is needed we will discuss it with you immediately and arrive at a new fee estimate before we incur additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.


Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Enclosures

Accepted by: Brazoria County, Texas

Signature:  _____

Title: L. M. "Matt" Sebesta Jr.

Date: November 19, 2021

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 4: Emergency Operation Center Construction
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement (the “Agreement”), dated [DATE], between Brazoria County, Texas (the “County”) and SpawGlass Construction Corp. (the “Construction Manager”) and exhibits, attachments, and amendments to the Agreement (collectively referred to as the “contract documents”), relative to the Courthouse Expansion Project Phased Task Order 4: Emergency Operation Center Construction (the “Project”). (Note: The specific dates not yet identified throughout this Exhibit will be communicated in the agreed upon procedures report.)
2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.
3. Obtain from the Construction Manager, a copy of the final job cost detail, dated [DATE] (the “final job cost detail”).
4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated [DATE] (“final pay application”).
5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.
6. From the final job cost detail, select all subcontractors with total costs listed in excess of \$50,000 (“selected subcontractors”) and perform the following:
 - a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
 - b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation (“supporting documentation”) for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
 - c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the “payment documentation”). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

- d. Obtain a listing of owner direct purchases (“ODP”) from the County related to each selected subcontractor. Compare the ODP amounts to the sum of the deductive ODP change orders, per the selected subcontractor.
7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.
8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.
9. From the items selected in 8. above, perform the following:
 - a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
 - b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.
10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
 - a. Compare the labor burden rate components to the stipulations stated in the contract documents.
 - b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
 - c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.
11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed \$50,000 and perform the following:
 - a. For each non-subcontractor vendor selected, obtain a copy of or access to at least five of the original invoices or pricing documents reflected in the final job cost detail, and a copy of the cancelled check or other proof of payment for each item selected.
 - b. Compare the documents obtained in 11.a. to the amount recorded in the final job cost detail.
12. From the final job cost detail, select amounts for payment and performance bond costs and builder’s risk insurance (as applicable) and perform the following:
 - a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.
13. From the final job cost detail, select amounts for general liability insurance and perform the following:
 - a. Where applicable, obtain the Construction Manager’s internal allocation for general liability insurance charges.

- b. Inspect the internal allocation method and calculation. Compare the documentation obtained in 13.a. above to the amounts recorded to the final job cost detail.
 - c. If applicable, obtain third party invoices for internal allocation amounts.
 - d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
 - e. If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.
 - f. If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.
14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.
15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:
- a. Report the entity and volume of the transactions to the County.
 - b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.
16. From the final job cost detail, select at least five transactions (unless internal charges total less than \$3,000) determined to be the Construction Manager's internal charges to the Project, and perform the following:
- a. Obtain calculations for internal charge rates and vendor invoices that support the calculation of the Construction Manager's internal rates.
 - b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 16.a. above.
17. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.
- a. Obtain the vendor invoices for the selected transactions.
 - b. Inspect the vendor invoices and agree charges to the final job cost detail and to compliance with contractual requirements.
18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
- a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
 - b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party.
 - c. If the charges for subguard are the result of an internal allocation, obtain the internal allocation calculations that support the amounts in the final job cost detail and compare the calculations to the amounts in the final job cost detail.

- d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
 - e. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail.
 - f. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.
19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.
20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.
21. Compare the ODP plus sales tax savings amount per the log obtained in 20. above, to the total change order amounts obtained in 19. above relative to ODPs.
22. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:
- a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
 - b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price ("adjusted GMP").
23. For the adjusted GMP amount recalculated in 22.b. above, perform the following:
- a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
 - b. Compare the adjusted GMP amount recalculated in 22.b. above to the final contract value noted in 23.a. above.
24. Recalculate the construction costs plus fee as follows:
- a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
 - b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the construction costs plus fee.
 - c. Compare the adjusted GMP amount recalculated in 22.b. above to the construction costs plus fee amount from 24.b. above.
25. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.
26. Compare the ending balances in the contingency funds, per the contingency logs obtained in 25. above, to the change order amount of the funds returning to the County, as obtained in 19. above.

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]* 11/1/2021

Carr, Riggs & Ingram, LLC
an Alabama company

By: 

Name: Matthew Incinelli

Title: Partner

Date: 11/1/2021

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



CERTIFICATE OF LIABILITY INSURANCE

CARRR-2

OP ID: JR

DATE (MM/DD/YYYY)

01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	CONTACT NAME: Forrest J. Warren PHONE (A/C, No, Ext): 334-347-2631 E-MAIL ADDRESS: Jennifer@whittakerwarren.com		FAX (A/C, No): 334-393-2345
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Carr, Riggs, & Ingram, LLC P.O. Box 312044 Enterprise, AL 36331	INSURER A: Continental Casualty Company		20443
	INSURER B: American Casualty Company of		20427
	INSURER C: Continental Insurance Company		35289
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6045711126	01/07/2021	01/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6045711112	01/07/2021	01/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6045711143	01/07/2021	01/07/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6045689709	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Office Location: 1031 W Morse Blvd, Suite 200, Winter Park, FL 32789

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005 1-847-385-6800	CONTACT NAME: Cathy Kuehl PHONE (A/C, No. Ext): 847-385-6800 E-MAIL ADDRESS: PSGCerts@lemme.com FAX (A/C, No):
INSURED Carr, Riggs & Ingram, LLC 901 Boll Weevil Circle, Suite 200 Enterprise, AL 36330	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins Co and various insurers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 59993808

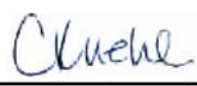
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			HWS0000110	08/07/20	08/07/21	Each Claim Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Carr, Riggs & Ingram, LLC
Winter Park, FL United States

Certificate Number:
2021-819447

Date Filed:
11/02/2021

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

Date Acknowledged:
11/18/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFSQ #21-62
Courthouse Expansion Auditing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Matthew Incinelli, and my date of birth is 2/2/1980.

My address is 648 London Road, Winter Park, FL, 32792, US.
(street) (city) (state) (zip code) (country)

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

Executed in Orange County, State of Florida, on the 2 day of November, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.28.

3/12/2024

Renew RFP #19-16 Aviation Fuel for the Airport

Approval to renew "RFP #19-16 Aviation Fuel for the Airport" with Avfuel Corporation of Ann Arbor, Michigan for a twelve (12) month term, per the current terms, conditions and pricing of the current contract which is set to expire on March 25, 2024.

Further, the renewal term will be March 25, 2024 to March 25, 2025.

In addition, the renewal will utilize the departments approved Fiscal Year 2024 annual operating budget.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29.

3/12/2024

Renewal of Flood Insurance for the Sheriff's Office

Approve the attached renewal quotes, shown as Option "A", from Arthur J. Gallagher & Co. for the following policies for the Sheriff's Office. Policy periods shall be April 29, 2024 to April 29, 2025.

- Detention Center - \$4498.00
- Shop Building - \$3790.00
- Old Mechanic Shop - \$3328.00
- Mechanic Shop - \$3734.00

Such expenditure will be funded by the County's General Fund for Fiscal Year 2024 Budget.

Further, that the County Judge be authorized to sign any required documents to renew the policies, pending review by the District Attorney's Office, Civil Division.



ASSURANT®

American Bankers Insurance Company of Florida

P.O. Box 662888
Dallas, Texas 75266-2888
1-800-423-4403

FLOOD INSURANCE RENEWAL BILLING NOTICE

Policy Number: 6010224124
NFIP Policy Number:
Insured's Name and Address
BRAZORIA COUNTY
111 E LOCUST ST STE 303
C/O BRAZORIA COUNTY AUDITORS O
ANGLETON, TX 77515-4664

Notice Date: February 20, 2024
Policy Expiration Date: 04/29/2024 12:01 a.m.
Premium Due Date: 04/29/2024

Insured Property Location
3600 COUNTY ROAD 45 SHOP BLDG
ANGLETON, TX 77515-9575

Thank you for purchasing your National Flood Insurance Program (NFIP) Flood policy with us. Here is your new NFIP Flood policy summary.
Your flood insurance policy covers building and contents damages related to flooding. To maintain coverage of this policy you must renew the policy each year by submitting premium per the instructions on the back of this bill.
You may choose to renew this policy with the current coverage limits shown below or increase your coverage with Option B. The increased coverage available with Option B accounts for an inflation factor of 10% for building coverage and 5% for contents.

*The maximum coverages available are \$500,000 for building and \$500,000 for contents.

Please indicate below if you would like to renew your current coverage amounts or increase your coverage (if available).

Coverage Options	Coverages		Deductibles		Amount Due
	Building	Contents	Building	Contents	
A. Renewal coverage	\$ 500,000	\$ 500,000	\$ 1,250	\$ 1,250	\$ 3,790
B. Increased coverage	-----	-----	-----	-----	Not Applicable

Please see the reverse side for additional important information.

Representative:

ARTHUR J GALLAGHER & CO
PO BOX 4102
ARTHUR J GALLAGHER RISK MGMT SVCS LLC
CLINTON, IA 52733-4102
281-485-7500

Payor's Name and Address:

BRAZORIA COUNTY
111 E LOCUST ST STE 303
C/O BRAZORIA COUNTY AUDITORS OFFICE
ANGLETON, TX 77515-4664

Please return this portion with your payment to the address indicated below. Make check payable to American Bankers Insurance Company of Florida. Insureds may also submit premium online through the self-service portal at www.AssurantFlood.com.

Policy Number: 6010224124

Select renewal option:

BRAZORIA COUNTY
111 E LOCUST ST STE 303
C/O BRAZORIA COUNTY AUDITORS OFFICE
ANGLETON, TX 77515-4664

	Building / Contents Coverage	Amount Due
A.	\$ 500,000 / \$ 500,000	\$ 3,790
B.	-----	-----

Amount Enclosed



AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
P.O. BOX 662888
DALLAS, TEXAS 75266-2888



ASSURANT®

American Bankers Insurance Company of Florida

P.O. Box 662888
Dallas, Texas 75266-2888
1-800-423-4403

FLOOD INSURANCE RENEWAL BILLING NOTICE

Policy Number: 6010224119
NFIP Policy Number:
Insured's Name and Address
BRAZORIA COUNTY
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

Notice Date: February 20, 2024
Policy Expiration Date: 04/29/2024 12:01 a.m.
Premium Due Date: 04/29/2024

Insured Property Location
3600 COUNTY ROAD 45 OLD MECHA
ANGLETON, TX 77515-9575

Thank you for purchasing your National Flood Insurance Program (NFIP) Flood policy with us. Here is your new NFIP Flood policy summary.

Your flood insurance policy covers building and contents damages related to flooding. To maintain coverage of this policy you must renew the policy each year by submitting premium per the instructions on the back of this bill.

You may choose to renew this policy with the current coverage limits shown below or increase your coverage with Option B. The increased coverage available with Option B accounts for an inflation factor of 10% for building coverage and 5% for contents.

*The maximum coverages available are \$500,000 for building and \$500,000 for contents.

Please indicate below if you would like to renew your current coverage amounts or increase your coverage (if available).

Coverage Options	Coverages		Deductibles		Amount Due
	Building	Contents	Building	Contents	
A. Renewal coverage	\$ 500,000	\$ 500,000	\$ 1,250	\$ 1,250	\$ 3,328
B. Increased coverage	-----	-----	-----	-----	Not Applicable

Please see the reverse side for additional important information.

Representative:

ARTHUR J GALLAGHER & CO
PO BOX 4102
ARTHUR J GALLAGHER RISK MGMT SVCS LLC
CLINTON, IA 52733-4102

281-485-7500

Payor's Name and Address:

BRAZORIA COUNTY
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

Please return this portion with your payment to the address indicated below. Make check payable to American Bankers Insurance Company of Florida. Insureds may also submit premium online through the self-service portal at www.AssurantFlood.com.

Policy Number: 6010224119

Select renewal option:

BRAZORIA COUNTY
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

	Building / Contents Coverage	Amount Due
A.	\$ 500,000 / \$ 500,000	\$ 3,328
B.	-----	-----

Amount Enclosed



AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
P.O. BOX 662888
DALLAS, TEXAS 75266-2888



ASSURANT®

American Bankers Insurance Company of Florida

P.O. Box 662888
Dallas, Texas 75266-2888
1-800-423-4403

FLOOD INSURANCE RENEWAL BILLING NOTICE

Policy Number: 6010224110
NFIP Policy Number:
Insured's Name and Address
BRAZORIA COUNTY
111 E LOCUST ST STE 303
C/O BRAZORIA COUNTY AUDITORS O
ANGLETON, TX 77515-4664

Notice Date: February 20, 2024
Policy Expiration Date: 04/29/2024 12:01 a.m.
Premium Due Date: 04/29/2024

Insured Property Location
3600 COUNTY ROAD 45 MECHANIC
ANGLETON, TX 77515-0000

Thank you for purchasing your National Flood Insurance Program (NFIP) Flood policy with us. Here is your new NFIP Flood policy summary.

Your flood insurance policy covers building and contents damages related to flooding. To maintain coverage of this policy you must renew the policy each year by submitting premium per the instructions on the back of this bill.

You may choose to renew this policy with the current coverage limits shown below or increase your coverage with Option B. The increased coverage available with Option B accounts for an inflation factor of 10% for building coverage and 5% for contents.

*The maximum coverages available are \$500,000 for building and \$500,000 for contents.

Please indicate below if you would like to renew your current coverage amounts or increase your coverage (if available).

Coverage Options	Coverages		Deductibles		Amount Due
	Building	Contents	Building	Contents	
A. Renewal coverage	\$ 500,000	\$ 500,000	\$ 1,250	\$ 1,250	\$ 3,734
B. Increased coverage	-----	-----	-----	-----	Not Applicable

Please see the reverse side for additional important information.

Representative:

ARTHUR J GALLAGHER & CO
PO BOX 4102
ARTHUR J GALLAGHER RISK MGMT SVCS LLC
CLINTON, IA 52733-4102

281-485-7500

Payor's Name and Address:

BRAZORIA COUNTY
111 E LOCUST ST STE 303
C/O BRAZORIA COUNTY AUDITORS OFFICE
ANGLETON, TX 77515-4664

Please return this portion with your payment to the address indicated below. Make check payable to American Bankers Insurance Company of Florida. Insureds may also submit premium online through the self-service portal at www.AssurantFlood.com.

Policy Number: 6010224110

Select renewal option:

BRAZORIA COUNTY
111 E LOCUST ST STE 303
C/O BRAZORIA COUNTY AUDITORS OFFICE
ANGLETON, TX 77515-4664

	Building / Contents Coverage	Amount Due
A.	\$ 500,000 / \$ 500,000	\$ 3,734
B.	-----	-----

Amount Enclosed



AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
P.O. BOX 662888
DALLAS, TEXAS 75266-2888



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30.

3/12/2024

Renewal of Flood Insurance for Narcotics Unit

Approve the attached renewal quote from Arthur J. Gallagher & Co. for "Flood Insurance for Sheriff's Office Narcotics Unit" for the current coverage amount shown as Option "A" on the renewal notice at a cost of \$2,364.00. Policy period shall be April 19, 2024 to April 19, 2025.

In addition, such expenditure will be funded by the County's General Fund for Fiscal Year 2024 budget.

Further, that the County Judge be authorized to sign any and all documents to renew the policy, pending review by the District Attorney's Office, Civil Division.



ASSURANT®

American Bankers Insurance Company of Florida

P.O. Box 662888
Dallas, Texas 75266-2888
1-800-423-4403

FLOOD INSURANCE RENEWAL BILLING NOTICE

Policy Number: 8705182071
NFIP Policy Number:
Insured's Name and Address
NARCOTICS UNI BRAZORIA COUNTY
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

Notice Date: February 12, 2024
Policy Expiration Date: 04/19/2024 12:01 a.m.
Premium Due Date: 04/19/2024

Insured Property Location
NARCOTICS OFFICE
3600 COUNTY ROAD 45
ANGLETON, TX 77515-0000

Thank you for purchasing your National Flood Insurance Program (NFIP) Flood policy with us. Here is your new NFIP Flood policy summary.

Your flood insurance policy covers building and contents damages related to flooding. To maintain coverage of this policy you must renew the policy each year by submitting premium per the instructions on the back of this bill.

You may choose to renew this policy with the current coverage limits shown below or increase your coverage with Option B. The increased coverage available with Option B accounts for an inflation factor of 10% for building coverage and 5% for contents.

*The maximum coverages available are \$500,000 for building and \$500,000 for contents.

Please indicate below if you would like to renew your current coverage amounts or increase your coverage (if available).

Coverage Options	Coverages		Deductibles		Amount Due
	Building	Contents	Building	Contents	
A. Renewal coverage	\$ 450,000	\$ 100,000	\$ 1,250	\$ 1,250	\$ 2,364
B. Increased coverage	\$ 495,000	\$ 105,000	\$ 1,250	\$ 1,250	\$ 2,473

Please see the reverse side for additional important information.

Representative:

ARTHUR J GALLAGHER & CO
PO BOX 4102
ARTHUR J GALLAGHER RISK MGMT SVCS LLC
CLINTON, IA 52733-4102

281-485-7500

Payor's Name and Address:

NARCOTICS UNI BRAZORIA COUNTY
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

Please return this portion with your payment to the address indicated below. Make check payable to American Bankers Insurance Company of Florida. Insureds may also submit premium online through the self-service portal at www.AssurantFlood.com.

Policy Number: 8705182071

NARCOTICS UNI BRAZORIA COUNTY
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

Select renewal option:

	Building / Contents Coverage	Amount Due
A.	\$ 450,000 / \$ 100,000	\$ 2,364
B.	\$ 495,000 / \$ 105,000	\$ 2,473

Amount Enclosed



AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
P.O. BOX 662888
DALLAS, TEXAS 75266-2888



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31.

3/12/2024

Donation to the City of Angleton

Approve the donation of a surplus office trailer from the Sheriff's Office to the City of Angleton as per attached documents.

**BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY**

Date: _____

Department: _____ Dept #: _____ Fund: _____

TYPE OF ASSET:	
Track Asset (\$2,000-\$4,999) _____	General Property _____
Capital Asset (\$5,000+) _____	
TYPE OF TRANSACTION:	
Disposal via Auction _____	Disposal via Donation _____
Disposal via Sale (non-Auction) _____	Non-Profit _____
Entity Name _____	Disposal via Scrap _____
Dollar Amount _____	Scrap Yard _____
Disposal via Trade-In _____	
Vendor _____	
Dollar Amount _____	
GRANT: (complete if Grant purchased item. Attach all Grant paperwork)	
Grant Name _____	
Grant approval to dispose	Yes _____ No _____

Comments: _____

Completed By: _____ Date: _____

Department Head Jan Patin _____ Date: _____
 Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32.

3/12/2024

Approve the Addition of 7% Cement Stabilized Sand to ITB #21-33 Road Materials - Stabilizing Materials

Per the request of the Engineering Department, approve the addition of 7% Cement Stabilized Sand to the current contract, ITB #21-33 Road Materials - Stabilizing Materials with Vernor Material and Equipment of Freeport, Texas as shown below with a minimum truckload of 14 tons:

- Price per ton Bidders plant & loaded onto County Trucks - \$20.00
- Hauling First Mile - \$3.50
- Hauling Each Additional Mile - \$0.35

Expenditures for the addition of material will utilize the approved Fiscal Year 2024 Road and Bridge budget.



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.33.

3/12/2024

Change Order No. 1 for ITB #24-08 Hanson Parking Lot Drainage and ADA Sidewalk

Approve the expenditure for change order no. 1 for "ITB #24-08 Hanson Parking Lot Drainage and ADA Sidewalk" to Matula and Mutula Construction of Lake Jackson, Texas, in the amount of \$1,424.10 for the scope of work as per the attached.

In addition, expenditures will be funded with GoMesa funds.

Matula & Matula Construction, Inc

PROJECT Hanson Park Extra Work
 ENGINEER
 BID DATE
 COST EST.

ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT
1	Additional Sidewalk	260	SF	\$ 13.70	\$ 3,562.00
2	Remove and replace Existing Sign	1	LS	\$ 1,424.10	\$ 1,424.10

~~\$ 4,986.10~~

\$1,424.10

Summary

Approve the expenditure for change order number 1 for "ITB #24-08 Hanson Parking Lot Drainage and Ada Sidwalk" to Matula and Matula Construction Lake Jackson, Texas, in the amount of 1, 424.10.

Further, twenty-five percent (25%) of the original award amount of \$78,841.30 is \$19,710.32. Change order number 1 falls within the allowable change order amount.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34.

3/12/2024

Monthly Cash and Investment Report for Toll Road Funds for January 2024

County Treasurer's Monthly Cash and Investment Report for Toll Road Funds for January 2024. It is further requested that a certified copy of this order be returned to the County Treasurer. This report will be published on the Brazoria County website.

**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305 Angleton, Texas 77515-4654

979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **January 2024** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

\$31,984,072.55.

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "A. Dees", written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for January 2024

Account	Beginning Bank Balance 01/01/2024	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 01/31/2024	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	5,087,756.64	1,091,411.84	(298,688.29)	5,880,480.19	12,891.33	3.00
Brazoria County Toll Road Authority Construction	917,568.99	2,125.82	0.00	919,694.81	2,125.82	3.00
Brazoria County Toll Road Authority FM 518	53,553.56	124.07	0.00	53,677.63	124.07	3.00
Brazoria County Toll Road Authority Debt	14,832.41	232,938.24	(232,229.17)	15,541.48	188.15	3.00
First National Bank of Lake Jackson Totals	6,073,711.60	1,326,599.97	(530,917.46)	6,869,394.11	15,329.37	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **6,869,394.11**

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.



Angela Dees, CIO
Brazoria County Treasurer



ANGELA DEES, CIO

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority**, Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **January 2024**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "Angela Dees", is written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
 Published: 2/1/2024 1:13:24 PM

Management Report
 Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 31-Jan-24
 Page: 3

Section V-C

Code	Cusip Transf	Description Maturity	Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	91282CEA5	U.S. Treasury Note		1.500	Aaa	\$2,000,000.00 100.00%	\$2,000,000.00	\$2,000,000.00	\$1,999,817.96	\$1,991,875.00
	660139202203101	2/29/2024								
	FEDERAL HOME LOAN BANK AFS									
1 US Treasury Notes & Bonds										
FHLB	3137BSK69	FHR 4623 H		2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$929,907.65	\$931,111.94	\$843,195.99
	452990201612200	11/15/2044								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3137BRMP7	FHR 4604 DC		2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$324,195.48	\$327,237.70	\$290,734.32
	442471201608291	1/15/2046								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3137BPCS2	FHR 4585 QD		3.000		\$2,500,000.00 100.00%	\$2,500,000.00	\$238,447.00	\$241,986.51	\$211,962.48
	437156201606240	4/15/2046								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3137BSTN3	FHR 4629 QG		2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$293,649.23	\$293,214.39	\$252,558.95
	451324201611301	11/15/2046								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3137BWU77	FHR 4663 PK		2.000		\$2,000,000.00 100.00%	\$2,000,000.00	\$222,724.56	\$220,208.59	\$185,589.03
	466698201706230	3/15/2047								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3136AWBE2	FNR 2017-25 QD		2.250		\$2,000,000.00 100.00%	\$2,000,000.00	\$312,444.94	\$310,742.38	\$263,989.26
	461678201704171	4/25/2047								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3137BXZG0	FHR 4682 LC		2.500		\$2,000,000.00 100.00%	\$2,000,000.00	\$246,762.14	\$246,225.75	\$213,442.56
	464936201705301	5/15/2047								
	FEDERAL HOME LOAN BANK AFS									
FHLB	313680LE4	FNR 2018-5 JP		3.000		\$3,000,000.00 100.00%	\$3,000,000.00	\$225,308.22	\$225,264.90	\$203,406.55
	485282201801301	9/25/2047								
	FEDERAL HOME LOAN BANK AFS									
FHLB	3136B22Q4	FNR 2018-62 PG		3.000		\$2,150,000.00 100.00%	\$2,150,000.00	\$291,284.06	\$291,000.09	\$260,226.16
	510582201902270	10/25/2047								
	FEDERAL HOME LOAN BANK AFS									

** If no data is shown, then there are no pledges for the current period.

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
 Published: 2/1/2024 1:13:24 PM

Management Report

Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 31-Jan-24
 Page: 4

Section V-C

Location	Code	Cusip Trans#	Description Maturity	Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value	
FHLB	3136B0V45	507962201901141	FNR 2018-6 PA 2/25/2048	AFS	3.000		\$2,200,000.00 100.00%	\$2,200,000.00	\$298,742.16	\$296,612.85	\$268,423.86	
FEDERAL HOME LOAN BANK												
FHLB	3136BBWU2	570109202008311	FNR 2020-62 PA 9/25/2050	AFS	2.000		\$2,500,000.00 100.00%	\$2,500,000.00	\$1,775,423.95	\$1,832,420.42	\$1,410,932.08	
FEDERAL HOME LOAN BANK												
FHLB	3136BJC59	633234202110121	FNR 2021-72 JD 5/25/2051	AFS	1.500		\$3,000,000.00 100.00%	\$3,000,000.00	\$2,532,043.80	\$2,538,321.03	\$2,118,134.40	
FEDERAL HOME LOAN BANK												
FHLB	38382WDS3	621614202107301	GNR 2021-117 PE 7/20/2051	AFS	1.500		\$3,000,000.00 100.00%	\$3,000,000.00	\$2,428,799.82	\$2,440,767.68	\$2,070,986.12	
FEDERAL HOME LOAN BANK												
FHLB	3136BHZ28	623728202108170	FNR 2021-45 JG 7/25/2051	AFS	2.000		\$2,000,000.00 100.00%	\$2,000,000.00	\$1,722,751.42	\$1,755,861.11	\$1,395,960.46	
FEDERAL HOME LOAN BANK												
14 CMOs - Fixed Rate												
									\$33,850,000.00	\$11,842,484.43	\$11,950,975.34	\$9,989,542.22
Total Pledged									\$35,850,000.00	\$13,842,484.43	\$13,950,793.30	\$11,981,417.22

15 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY

\$0.00 Munis with Maturity Under 2 Years
 \$0.00 Munis with Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for January 2024

Current Date: 1/31/2024

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		5.370				100.00	12,921,907.20	12,921,907.20	100.00	12,921,907.20	1	58,400.05
Texas Class	LGIP		5.540				100.00	12,192,771.24	12,192,771.24	100.00	12,192,771.24	1	57,069.46
US Bank	Cash		5.250				100.00	70,546.49	70,546.49	100.00	70,546.49	1	3,985.01
Depository	Cash		3.000				100.00	6,869,394.11	6,869,394.11	100.00	6,869,394.11	1	15,329.37
									31,984,072.55	31,984,072.55	31,984,072.55		134,783.89

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.



 Angela Dees, CIO
 Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2024

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	22,931.42	27,700.61	29,881.99	80,514.02	15,329.37			15,329.37				-				-	95,843.39
Texpool	35,270.23	34,374.48	44,486.29	114,131.00	58,400.05			58,400.05				-				-	172,531.05
Texas Class	56,581.55	55,320.93	57,318.06	169,220.54	57,069.46			57,069.46				-				-	226,290.00
US Bank	831.13	1,446.20	2,759.87	5,037.30	3,985.01			3,985.01				-				-	9,022.31
Total Per Month	115,614.33	118,842.22	134,446.31	368,902.86	134,783.89	-	-	134,783.89	-	-	-	-	-	-	-	-	503,686.75

I certify that to the best of my knowledge the above is true and correct.



Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY24

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg	
BANK	3.47%	3.76%	3.49%	3.57%	3.00%			3.00%										3.29%
TEXPOOL	5.36%	5.37%	5.37%	5.37%	5.37%			5.37%										5.37%
TEXAS CLASS	5.56%	5.59%	5.57%	5.57%	5.54%			5.54%										5.56%

Brazoria County Toll Road Authority US Bank Activity and Interest Report for January 2024

Fund	Beginning Balance 01/01/2024	Credits	Debits	Interest Earned	Ending Balance 01/31/2024	Avg. Yield	Expected Maturity	Mark to Mkt 01/31/2024
Brazoria County Toll Road	66,561.48	232,229.17	-232229.17	3,985.01	70,546.49	5.250	2/1/2024	70,546.49
US Bank Totals	66,561.48	232,229.17	-232229.17	3,985.01	70,546.49			70,546.49

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for January 2024

Fund	Beginning Balance 01/01/2024	Credits	Debits	Interest Earned	Ending Balance 01/31/2024	Avg. Yield	Expected Maturity	Mark to Mkt 01/31/2024
Toll Road Funds Construction	567,017.45	0.00	0.00	2,666.46	569,683.91	5.540	2/1/2024	569,683.91
Toll Road Funds O & M	11,568,684.33	0.00	0.00	54,403.00	11,623,087.33	5.540	2/1/2024	11,623,087.33
Texas Class Totals	12,135,701.78	0.00	0.00	57,069.46	12,192,771.24			12,192,771.24

Brazoria County Toll Road Authority Texpool Activity and Interest Report for January 2024

Fund	Beginning Balance 01/01/2024	Credits	Debits	Interest Earned	Ending Balance 01/31/2024	Avg. Yield	Expected Maturity	Mark to Mkt 01/31/2024
Toll Road Funds Construction	1,465,796.80			6,654.69	1,472,451.49	5.37	2/1/2024	1,472,451.49
Toll Road Funds O & M	11,397,710.35			51,745.36	11,449,455.71	5.37	2/1/2024	11,449,455.71
Texpool Totals	12,863,507.15	0.00	-	58,400.05	12,921,907.20			12,921,907.20



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. I.1.

3/12/2024

Approval for Emergency Medical Services Provider - Enterprise Ambulance 2.0, Inc



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2.

3/12/2024

Treasurer's Monthly Report and Investment Report for January 2024

Approve the Treasurer's Monthly Report and Investment Report for January 2024. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this order be returned to the County Treasurer. This report will be published on the County website.

MINUTES OF COUNTY FINANCES
 TREASURER'S MONTHLY REPORT AFFIDAVIT
 COMMISSIONERS' COURT **March 12, 2024**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **January 2024**.

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **\$375,202,278.23**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

Donald W. "Dude" Payne
 Commissioner Precinct 1

Ryan Cade
 Commissioner Precinct 2

Stacy L. Adams
 Commissioner Precinct 3

David R. Linder
 Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **12th day of March, 2024**.

Notary Public in and for Brazoria County, Texas
 My Commission Expires: _____



ANGELA DEES, CIO

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **January 2024**. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **January 2024**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "A. Dees", is written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Bank Account Activity and Interest Report for January 2024

Account	Beginning Bank Balance 01/01/2024	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 01/31/2024	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,562,691.25	16,504,227.32	(15,645,862.54)	2,421,056.03	5,215.31	3.00
Operating	8,543,184.24	92,786,581.83	(78,235,941.31)	23,093,824.76	38,718.71	3.00
July Fund	292,310.00	140.00	(140.00)	292,310.00	676.62	3.00
Comptroller Direct Deposit	1,681,421.31	3,246,929.67	(4,296,991.01)	631,359.97	1,464.45	3.00
Employee Benefit Trust Fund *	1,446,773.05	2,792,814.20	(1,631,542.86)	2,608,044.39	4,873.00	3.00
Credit Card Account	469,395.41	513,191.06	(301,809.56)	680,776.91	1,198.77	3.00
E-Filing / E-Recording	140,206.65	307,912.35	(190,306.45)	257,812.55	554.44	3.00
Parks Credit Card	11,125.07	27,645.18	(30,338.58)	8,431.67	27.71	3.00
Electronic Collections Clearing	26,996.34	86,762.98	(79,555.72)	34,203.60	67.65	3.00
Brazoria County Receivables	50000.00	466,809.00	(516,809.00)	0.00	111.66	3.00
Tax Assessor/Collector Veh Inventory Prop Tax	2,719,680.25	258,909.33	(2,978,437.23)	152.35	4,180.57	3.00
Tax Assessor/Collector Boat Sales Tax *	35,685.60	34,469.22	(46,174.77)	23,980.05	44.61	3.00
Tax Assessor/Collector Motor Vehicle Acct	2,314,769.90	7,770,477.23	(7,267,016.86)	2,818,230.27	5,888.02	3.00
Tax Assessor/Collector Boat Collections	7,422.32	40,157.49	(41,451.01)	6,128.80	16.84	3.00
Tax Assessor/Collector Sales Tax Account *	641,615.96	6,121,549.27	(5,723,619.59)	1,039,545.64	2,213.45	3.00
Tax Assessor/Collector Tax Account	17,363,189.51	487,582,259.35	(485,464,463.68)	19,480,985.18	25,661.83	3.00
County Clerk Registry Fund	4,048,720.56	450,164.22	(926,549.30)	3,572,335.48	10,376.26	3.00
District Clerk Trust Fund	5,159,118.96	259,401.68	(286,233.56)	5,132,287.08	12,863.88	3.00
Sheriff Barber Shop Ed Training Program *	81,789.23	1,325.48	(1,953.44)	81,161.27	208.01	3.00
Sheriff's Dept Narcotic Unit-Operations	3,546.02	8,000.00	(4,600.00)	6,946.02	9.96	3.00
Comm. Super & Corrections Dept. Restitution Acct	119,972.54	28,095.67	(15,602.08)	132,466.13	312.72	3.00
District Atty Check Collection Account	23,577.08	1,958.13	(4,903.90)	20,631.31	57.38	3.00
Investment Acct	0.00	2,053,750.00	(2,053,750.00)	0.00	2,470.17	3.00
County Clerk Juvenile Restitution	2,972.04	597.80	(883.70)	2,686.14	7.39	3.00
District Clerk Restitution Fund	0.00	0.00	0.00	0.00	0.00	3.00
First National Bank of Lake Jackson Totals	46,746,163.29	621,344,128.46	(605,744,936.15)	62,345,355.60	117,219.41	

Total Balance of Non-Int Earning Accts: 4,667,032.71

Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGF

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month 67,012,388.31

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.



Angela Dees, CIO
Brazoria County Treasurer



Brazoria County General Ledger Fund Balance Activity
January 1, 2024 - January 31, 2024

998 Included

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	-\$13,324,641.15	\$610,137,708.14	-\$561,145,643.09	\$35,667,423.90	\$215,058,287.14	\$138,311,007.16	-\$175,587,757.39	\$177,781,536.91
10100 - General Fund - Construction	\$112,805.00	\$0.00	\$0.00	\$112,805.00				
10110 - Grand Parkway								
10200 - Juv Prob Fees	\$35,381.12	\$819.75	-\$812.24	\$35,388.63				
10300 - Unclaimed Juvenile Restitution	\$11,560.52	\$8.00	\$0.00	\$11,568.52				
10350 - Sheriff Special Response Team	\$17,892.50	\$25.89	\$0.00	\$17,918.39				
10400 - Env Health-Retail Food Permits	\$104,021.83	\$36,943.73	-\$47,039.91	\$93,925.65				
10500 - District Clerk Contingency	\$498,766.18	\$791.34	-\$10.00	\$499,547.52	\$286,235.67	\$1,299.47	\$0.00	\$287,535.14
10600 - Fire Training Field	\$13,361.96	\$19.33	\$0.00	\$13,381.29				
10700 - Parks Special Events	\$22,931.99	\$133.22	-\$69.87	\$22,995.34				
10710 - Parks SFA Special Projects	\$9,652.04	\$160.00	\$0.00	\$9,812.04				
10850 - CPS-Donations	\$24,984.64	\$2,572.05	-\$1,208.00	\$26,348.69				
20000 - Road and Bridge Non-Construct	-\$1,789,724.20	\$25,599,758.25	-\$10,840,230.35	\$12,969,803.70	\$23,796,523.10	\$7,138,032.34	\$0.00	\$30,934,555.44
20500 - Road and Bridge Construction	\$499,201.93	\$25,412.16	-\$566,521.39	-\$41,907.30				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-\$316,617.17	\$375,410.90	-\$386,851.12	-\$328,057.39				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	\$117.02	\$0.00	\$0.00	\$117.02				
30600 - HHS-RLSS-LPHS	-\$10,485.52	\$16,903.74	-\$14,309.21	-\$7,890.99				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-\$32,455.46	\$24,666.88	-\$25,741.75	-\$33,530.33				
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-\$15,234.89	\$34,484.90	-\$28,468.05	-\$9,218.04				
30711 - COVID Health Disparities	-\$20,435.33	\$13,848.62	-\$7,414.61	-\$14,001.32				
30712 - COVID-PH Workforce Capacity	-\$6,232.94	\$21,817.01	-\$22,022.42	-\$6,438.35				
30713 - PHIG-Public Hlth Infrastructure	-\$1,270.64	\$449.10	-\$224.55	-\$1,046.09				
30800 - HHS-CPS-Title IV-E-FCM	-\$10,271.14	\$4,336.87	-\$8,026.12	-\$13,960.40				
30850 - HHS-CPS-Title IV-E Legal Svcs	-\$332,508.96	\$50,704.81	-\$137,415.21	-\$419,219.36				
31100 - DHS-Repelitive Flood Claims								
31300 - DHS-Buffer Zone Protection	\$4,774.21	\$0.00	\$0.00	\$4,774.21				
31500 - DHS-St Homeland Sec-UASI	-\$42,090.00	\$0.00	-\$904.92	-\$42,994.92				
31501 - DHS-St-UASI-M&A	-\$5,523.67	\$5,192.69	-\$5,346.53	-\$5,677.51				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31600 - DHS-St Homeland Security	\$500.00	\$0.00	\$0.00	\$500.00				
32000 - HUD-FY20-Section 8 CARES								
32006 - HUD-FY06-Section 8 Housing-ADM								
32008 - HUD-FY08-Section 8 Housing-ADM								
32009 - HUD-FY09-Section 8 Housing-ADM								
32010 - HUD-FY10-Section 8 Housing-ADM								
32011 - HUD-FY11-Section 8 Housing-ADM								
32012 - HUD-FY12-Section 8 Housing-ADM								
32013 - Section8-Adm	-\$0.00	\$0.00	\$0.00	-\$0.00				
32019 - HUD-2019-Section 8 Housing-ADM								
32020 - HUD-2020-Section 8 Housing-ADM								
32021 - HUD-2021-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	\$1,235,169.11	\$188,891.75	-\$194,991.12	\$1,229,069.74				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-\$2,366.75	\$958.99	-\$2,566.63	-\$3,974.39				
32051 - HUD-FY21-Section 8-EHV-ADM								
32052 - HUD-AllYrs-Section 8-EHV-ADM	\$139,529.32	\$11,169.93	-\$6,772.89	\$143,926.36				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-2023-Section 8 Housing-HAP	-\$3,700.48	\$815,686.00	-\$822,892.00	-\$10,906.48				
32130 - HUD-AllYrs-Section 8-SVs-HAP	\$9,306.80	\$11.09	-\$1,645.00	\$7,672.89				
32151 - HUD-FY21-Section 8-EHV-HAP								
32152 - HUD-FY22-Section 8-EHV-HAP								
32153 - HUD-FY23-Section 8-EHV-HAP	\$21,381.04	\$75,886.00	-\$76,797.00	\$20,470.04				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-\$9,928.41	\$43,324.51	-\$85,105.98	-\$51,709.88				
32214 - HOME	\$109,800.90	\$5,639.19	-\$11,246.09	\$104,194.00				
32215 - ESG	-\$84.61	\$0.00	\$0.00	-\$84.61				
32600 - HUD-Texas CDBG	-\$232,543.39	\$0.00	\$0.00	-\$232,543.39				
32610 - HUD-2016 Flood GLO	-\$87,939.51	\$3,360,271.62	-\$3,360,842.72	-\$88,510.61				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
32620 - HUD-Harvey GLO	-\$21,198.93	\$570,879.61	-\$570,944.32	-\$21,263.64				
33200 - USDOJ-Crime Vict Assist-VOCA	-\$61,467.30	\$35,332.62	-\$63,364.34	-\$89,499.02				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-\$3,840.13	\$5,746.10	-\$3,840.13	-\$1,934.16				
33300 - USDOJ-Drug Court Program	-\$89,863.88	\$119,583.29	-\$77,892.66	-\$48,173.25				
33301 - OOG - Mental Health Court	-\$55,955.46	\$43,477.86	-\$25,416.23	-\$37,893.83				
33310 - USDOJ-DWI Court Program	-\$73,812.30	\$50,043.65	-\$42,074.79	-\$65,843.44				
33320 - USDOJ-Veterans Court Program	-\$39,845.05	\$25,178.16	-\$15,437.58	-\$30,104.47				
33330 - USDOJ-Domestic Violence Court	-\$55,127.10	\$33,086.21	-\$30,292.07	-\$52,332.96				
33415 - OJP-Edward Byrne Mem JAG Grant	\$6,212.00	\$0.00	\$0.00	\$6,212.00				
33500 - USDOJ-DEA-Narcotics OT Exp								
33510 - USDOJ-Organized Crime Drug Enf	-\$2,374.40	\$0.00	\$0.00	-\$2,374.40				
33515 - Auto Theft Task Force								
33516 - Texas Anti-Gang Program								
33517 - Auto Theft Task Force								
33518 - Texas Anti-Gang Program								
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	\$157,931.43	\$228.50	\$0.00	\$158,159.93				
33901 - USDOJ-Bulletproof Vests								
34105 - TPW-HRCP-COL BOTTOMLAND PROJ	\$0.01	\$0.00	\$0.00	\$0.01				
34106 - TPW-Resoft Park Trail Dvlpmt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-\$20,496.69	\$19,083.94	\$0.00	-\$1,412.75				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	\$764,214.18	\$218,160.00	-\$109,080.00	\$873,294.18				
34616 - FEMA-Hazard Mitigation Grant P	\$324,166.86	\$0.00	-\$120,754.14	\$203,412.72				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-\$246,296.74	\$0.00	\$0.00	-\$246,296.74				
34625 - FEMA-Nicholas 2021								
34715 - FCC-E-Rate Library Program	-\$75,983.06	\$7,139.00	-\$28,008.90	-\$96,852.96				
34716 - FCC-Library ECF Funding								
34717 - FCC-Library ECF Funding	-\$52,148.17	\$0.00	-\$10,708.50	-\$62,856.67				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-\$199,938.79	\$0.00	\$0.00	-\$199,938.79				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	-\$8,917,792.90	\$0.00	-\$2,154,086.57	-\$11,071,879.47	\$70,806,991.63	\$321,985.37	\$0.00	\$71,128,977.00
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund	\$5,580.84	\$0.00	\$0.00	\$5,580.84				
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	\$268,065.00	\$0.00	\$0.00	\$268,065.00				
34882 - TXDOT-CR59 (CSJ 305)	-\$7,707,579.76	\$0.00	-\$47,775.13	-\$7,755,354.89				
34883 - TXDOT-CR101 Widening (CSJ303)	-\$1,041,975.93	\$0.00	\$0.00	-\$1,041,975.93				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE	-\$550.00	\$0.00	\$0.00	-\$550.00				
34925 - TXDOT - CARES 20CRANGLE								
35000 - TJJJ-State Aid	\$230,666.19	\$411,415.35	-\$358,294.40	\$283,787.14				
35010 - TJJJ-Salary Adjustment Grant	\$225,619.62	\$44,798.82	-\$80,378.72	\$190,039.72				
35650 - TJPC-JJAEP-Boot Camp-8/31	-\$132,336.31	\$67,495.46	-\$116,469.46	-\$181,310.31				
35660 - TJPC-JJAEP Discretionary	\$0.08	\$0.00	\$0.00	\$0.08				
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJJ-Mental Health Services								
35950 - TJJJ-RDA-RegDiversionAlt-"R"	-\$1,298.40	\$0.00	\$0.00	-\$1,298.40				
36076 - TPW-Resoft-Shoreline Improve	-\$783.91	\$0.00	\$0.00	-\$783.91				
36120 - SOS-Voting machines reimb								
36130 - Body Worn Cameras								
36410 - Texas Veterans Treatment Crt	-\$1,582.00	\$0.00	\$0.00	-\$1,582.00				
36602 - GLO-CEPRA-SLP	\$15,036.50	\$0.00	\$0.00	\$15,036.50				
36603 - GLO-Follett Dune Restoration	\$1,464,669.56	\$15,761.34	-\$40,071.64	\$1,440,359.26				
36605 - GLO-Beach User Fees	-\$115,380.02	\$50,334.58	-\$90,118.21	-\$155,163.65				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cly Trans Infr Fnd)	-\$324,721.30	\$0.00	\$0.00	-\$324,721.30				
37000 - OAG-VAG Grant	-\$17,845.48	\$21,822.86	-\$15,822.90	-\$11,845.52				
37100 - OAG-TEXAS VINE CONTR	-\$7,350.79	\$7,350.79	-\$7,571.32	-\$7,571.32				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-\$37,498.11	\$54,684.73	-\$55,167.75	-\$37,981.13				
37710 - OAG-Opioid Settlement	\$273,305.14	\$0.00	\$0.00	\$273,305.14				
37800 - OAG-Regional Juv Mental Hlth S	-\$2,900.00	\$2,400.00	-\$1,200.00	-\$1,700.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGLE-FY16RAMP								
37917 - TXDOT-FY17RAMP								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37922 - TXDOT-FY22RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP	\$0.00	\$0.00	-\$16,577.37	-\$16,577.37				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	\$444,768.75	\$108,131.72	-\$136,966.23	\$415,934.24				
38010 - Economic Development Tax Abate	\$45,356.36	\$401,897.58	-\$125,000.00	\$322,253.94				
38020 - BC Industrial Development Corp	\$98,031.26	\$290.58	\$0.00	\$98,321.84				
38100 - Vital Statistics Fee	\$110,132.39	\$1,667.62	-\$596.86	\$111,203.15				
38110 - CC Records Mgmt-Recording	\$1,637,505.92	\$76,899.09	-\$101,039.14	\$1,613,365.87	\$1,025,629.12	\$4,656.35	\$0.00	\$1,030,285.47
38120 - CC Records Archive	\$2,123,394.77	\$81,139.71	-\$43,460.00	\$2,161,074.48				
38130 - CC Records Mgmt-Criminal	\$123,983.12	\$3,422.35	-\$1,265.50	\$126,139.97				
38200 - CC Records Mgmt-Civ,Crim,Prob	\$198,283.65	\$357.00	-\$3,339.24	\$195,301.41	\$338,410.51	\$1,536.36	\$0.00	\$339,946.87
38210 - County Graffiti Eradication	\$2,951.11	\$4.27	\$0.00	\$2,955.38				
38220 - CC-DC Technology	\$128,994.96	\$1,002.94	-\$316.59	\$129,681.31				
38230 - CC Records Preservation	\$106,081.40	\$283.95	-\$15.00	\$106,350.35				
38240 - CC-DC Specialty Court	\$134,750.10	\$4,597.06	-\$1,722.71	\$137,624.45				
38250 - CCSB41 Consolidated Rec Mgmt	\$90,068.03	\$7,020.00	-\$2,495.00	\$94,593.03				
38251 - CCSB41 Clerk of Court Account	\$181,280.77	\$13,900.00	-\$5,045.00	\$190,135.77				
38300 - Child Abuse Prevention Fund	\$931.78	\$59.54	-\$5.50	\$985.82				
38310 - Family Protection Fund	\$0.50	\$0.00	\$0.00	\$0.50				
38320 - DC Records Management	\$45,962.75	\$2,046.11	-\$719.44	\$47,289.42				
38330 - DC Records Archive	\$41,295.19	\$190.62	-\$20.00	\$41,465.81				
38340 - DC Records Preservation	\$19,504.50	\$160.81	-\$20.00	\$19,645.31				
38350 - DC Records Technology	\$35,599.43	\$71.52	-\$20.00	\$35,650.95				
38360 - DCSB41 Consolidated Rec Mgmt	\$243,197.90	\$19,450.38	-\$6,308.74	\$256,339.54				
38361 - DCSB41 Clerk of Court Account	\$400,370.20	\$30,038.11	-\$9,829.90	\$420,578.41				
38400 - Justice Court Bldg Security	\$182,253.80	\$40,913.72	-\$59,343.94	\$163,823.58				
38410 - Justice Court Technology Fund	\$647,615.87	\$7,340.00	-\$1,722.62	\$653,233.25				
38420 - JPSB41 Support Fund	\$442,252.97	\$29,687.50	-\$5,700.00	\$466,240.47				
38500 - Courthouse Security	\$828,694.68	\$79,989.51	-\$112,728.51	\$795,955.68				
38501 - Courthouse Attny Access Card	\$6,813.95	\$1,841.35	-\$950.00	\$7,705.30				
38510 - SB41 Court Facility Fee Fund	\$221,770.35	\$17,068.59	-\$5,772.49	\$233,066.45				
38511 - SB41 County Jury Fund	\$110,885.99	\$8,521.79	-\$2,881.24	\$116,526.54				
38512 - SB41 Language Access Fund	\$86,809.82	\$6,175.35	-\$1,574.27	\$91,410.90				
38513 - SB41 Guardianship Fund	\$20,473.86	\$1,460.00	-\$570.00	\$21,363.86				
38514 - SB41 Court Report Service Fund	\$277,200.56	\$21,341.98	-\$7,215.61	\$291,326.93				
38515 - SB41 Appellate Judicial System	\$55,509.77	\$4,271.79	-\$1,446.99	\$58,334.57				
38516 - SB41 Judicial Edu and Support	\$9,976.93	\$705.00	-\$270.00	\$10,411.93				
38600 - LEOSE	\$19,587.69	\$55.24	-\$527.62	\$19,115.31				
38710 - D A Hot Check Collection	\$7,771.09	\$105.00	-\$249.57	\$7,626.52				
38720 - D A Supplemental	\$5,894.49	\$7,518.31	-\$745.00	\$12,667.80				
38730 - D A Forfeiture, CCP Chapter 59	\$168,865.86	\$11,588.19	-\$4,759.11	\$175,694.94				
38750 - Pretrial Diversion	\$143,411.37	\$80,981.69	-\$63,491.46	\$160,901.60				
38810 - Voter Registration	-\$16,749.91	\$33,601.16	-\$16,800.58	\$50.67				
38820 - Special Inv,Dealer Escrow-Tax	\$150,503.74	\$6,693.65	-\$3,026.95	\$154,170.44	\$33,433.65	\$151.79	\$0.00	\$33,585.44
38830 - Scofflaw Fees, TTC Sect 502.01	\$2,035.56	\$2.95	\$0.00	\$2,038.51				
38910 - Election Services Contract	\$273,224.17	\$23,458.03	-\$102.45	\$296,579.75				
38920 - Elections - HAVA Equip. Rental	\$995,341.17	\$1,440.10	\$0.00	\$996,781.27				
39020 - Constable Pct 2 Forfeiture	\$2,701.63	\$3.91	\$0.00	\$2,705.54				
39040 - Constable Pct 4 Forfeiture	\$2,177.28	\$3.15	\$0.00	\$2,180.43				
39100 - Sheriff Contraband Forfeiture	\$211,880.12	\$302.95	-\$2,494.42	\$209,688.65				
39110 - Braz Cnty Narcotics Task Force	\$1,303,707.46	\$9,862.05	-\$13,297.03	\$1,300,272.48				
39120 - Sheriff Commissary Fund	\$949,729.10	\$211,913.18	-\$188,432.58	\$973,209.70				
39130 - Sheriff-Federal Forfeiture	\$260,895.62	\$9,504.34	-\$5,567.06	\$264,832.90				
39200 - Juvenile Case Manager Fund	\$25,844.13	\$13.30	\$0.00	\$25,857.43				
39210 - Bond & Occupational LSF	\$101,994.57	\$12,068.30	-\$18,999.32	\$95,063.55				
39300 - Reliant Energy CARE Program	\$3,012.85	\$0.00	-\$500.00	\$2,512.85				
39305 - Direct Energy N2N	\$9,522.61	\$0.00	-\$200.00	\$9,322.61				
39310 - UnitedWay-Emergency Assistance	\$0.04	\$0.00	\$0.00	\$0.04				
39390 - SETH-SE TX Housing Fln. Corp.	\$203.43	\$0.29	\$0.00	\$203.72				
39410 - Library-Special Projects	\$289,652.17	\$1,792.36	-\$4,412.23	\$287,032.30				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	-\$9,274.94	\$0.00	\$0.00	-\$9,274.94				
39615 - TPW Foundation-Grt TX Birding								
39620 - Shoreline Rest. Task Force	\$34,225.28	\$49.52	\$0.00	\$34,274.80				
39630 - 2006 GoM Energy Security Act	\$3,247,315.38	\$4,541.29	-\$107,034.14	\$3,144,822.53				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	\$16,595.37	\$4,595.16	\$0.00	\$21,190.53				
39766 - Twin Lakes Assmt	-\$384,618.27	\$6,616.00	\$0.00	-\$378,002.27				
39768 - Old Coffee Plantation Sp Asses	-\$193,584.02	\$0.00	\$0.00	-\$193,584.02				
39769 - Lindell-Hudspeth Dr Spec Asses	-\$26,289.90	\$0.00	\$0.00	-\$26,289.90				
39770 - Lindell-Frio Dr Spec Assess	-\$26,288.90	\$0.00	\$0.00	-\$26,288.90				
39771 - Lindell-Donley Dr Spec Assess	-\$26,288.90	\$0.00	\$0.00	-\$26,288.90				
39772 - Pinetree Trail Rd Spec Assess	-\$21,227.00	\$0.00	\$0.00	-\$21,227.00				
39774 - Forest Loop Special Assessment	-\$35,589.70	\$0.00	\$0.00	-\$35,589.70				
39775 - River Road (CR31a) Spec Assess	-\$35,631.79	\$0.00	\$0.00	-\$35,631.79				
39776 - Mustang Spur Spec Assess	-\$27,570.85	\$0.00	\$0.00	-\$27,570.85				
39777 - Jasper Special Assessment	-\$9,272.30	\$0.00	\$0.00	-\$9,272.30				
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses								
39800 - Law Library	\$88,997.17	\$40,815.11	-\$46,624.34	\$83,187.94	\$125,848.74	\$571.36	\$0.00	\$126,420.10
39900 - Mosquito Control District	\$401,662.83	\$1,315,049.85	-\$356,985.35	\$1,359,727.33	\$412,832.70	\$1,874.25	\$0.00	\$414,706.95
40000 - 2012 Gen Oblig Rfd (2003 CO)								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
41000 - 2016 Limited Tax Rfd (2006 CO)	\$776,112.11	\$619,656.63	-\$2.73	\$1,395,766.01	\$521,199.66	\$2,366.26	\$0.00	\$523,565.92
42000 - 2021 Gen Oblig Rfd (2012 CO)	\$344,607.06	\$1,125,221.56	-\$5.01	\$1,469,823.61				
42100 - 2018 Cert of Oblig-I,S	\$534,325.80	\$370,767.00	-\$1.67	\$905,091.13				
42200 - 2021 CO-Courthouse Campus I,S	\$3,437,953.41	\$1,442,688.06	-\$1,006.48	\$4,879,634.99				
44000 - Toll Road-SH288-I&S	\$456,025.66	\$468,197.36	-\$232,479.28	\$691,743.74				
45000 - Road Bonds-Mobility-I,S	\$2,798,685.88	\$1,951,169.69	-\$11.06	\$4,749,844.51	\$936,880.04	\$4,253.44	\$0.00	\$941,133.48
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	\$2,365,724.72	\$3,422.84	\$0.00	\$2,369,147.56				
52200 - 2021 CO-Courthouse Campus C,M	-\$15,059,089.52	\$88,021.50	-\$3,710,531.44	-\$18,681,599.46	\$16,722,023.11	\$78,637.13	\$0.00	\$16,800,660.24
52201 - 2022 EOC State Allocation	\$252,637.56	\$365.53	\$0.00	\$253,003.09				
54000 - Toll Road-SH288-C & M	\$688,932.54	\$3,352.87	\$0.00	\$692,285.41	\$2,032,814.25	\$9,321.15	\$0.00	\$2,042,135.40
55000 - Mobility Plan								
57200 - Ring of Honor	\$59,195.64	\$85.65	\$0.00	\$59,281.29				
60500 - Airport Operating	-\$2,196,212.63	\$533,594.92	-\$486,944.41	-\$2,149,562.12				
61000 - BCTRA O&M SH288	\$7,033,410.06	\$1,099,011.42	-\$301,602.61	\$7,830,818.87	\$22,966,394.68	\$106,148.36	\$0.00	\$23,072,543.04
64000 - BCTRA FM518 PEDC-SH288	\$303,285.86	\$195.69	\$0.00	\$303,481.55				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-\$22,394.52	\$0.00	\$0.00	-\$22,394.52				
64510 - BCTRA Preliminary-288 Extn	-\$1,444,353.52	\$0.00	-\$3,007.95	-\$1,447,361.47				
71000 - Health Care Benefits	\$891,777.96	\$3,063,671.15	-\$1,512,838.48	\$2,442,610.63	\$7,485,609.50	\$33,984.51	\$0.00	\$7,519,594.01
72000 - Employee Health Clinic	\$119,128.62	\$88,250.40	-\$67,004.70	\$140,374.32				
73000 - Insurance Reserve	\$456,548.35	\$749.12	-\$28,768.79	\$428,528.68	\$656,327.83	\$2,979.69	\$0.00	\$659,307.52
81000 - B Cnty Groundwatr Conserv Dist	\$2,115,415.16	\$100,455.78	-\$94,864.70	\$2,121,006.24				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-\$71,828.94	\$122,258.16	-\$118,536.87	-\$68,107.65				
81600 - CSCD-TAIP Treatment Alter.	\$6,892.00	\$48,098.00	-\$32,869.00	\$22,121.00				
81700 - CSCD DP17 - MHealth Caseloads	-\$13,490.58	\$67,612.74	-\$49,957.56	\$4,164.60				
81800 - CSCD Basic Supervision Prog	\$632,047.44	\$1,658,036.85	-\$1,292,642.79	\$997,441.50				
81850 - CSCD-Evidence Based Assessment								
81900 - CSCD CC4 - High Risk Program	\$40,329.00	\$207,694.19	-\$130,710.87	\$117,312.32				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	-\$6,615.96	\$90,569.16	-\$64,382.96	\$19,570.24				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	-\$7,140.77	\$75,412.42	-\$55,883.53	\$12,388.12				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	-\$21,025.05	\$217,094.93	-\$160,284.65	\$35,785.23				
82600 - CSCD-Mental Health Treatment	\$1,538.25	\$7,614.00	-\$3,807.00	\$5,345.25				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	\$1,576.27	\$2.28	\$0.00	\$1,578.55	\$15,409.38	\$70.05	\$0.00	\$15,479.43
92000 - General Long-Term Debt-CONV								



ANGELA DEES, CIO

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **January 2024.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "A. Dees", written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
 Published: 2/1/2024 1:13:25 PM

Management Report
 Pledged To: BRAZORIA COUNTY

Date: 31-Jan-24
 Page: 19

Section V-C

Safetkeeping

Code	Cusip Trans#	Description Maturity	Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Face Value	Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value	
FHLB	12566PAB1	CIM 2021-INV1 A2		2.500	Aaa	\$2,500,000.00 100.00%	\$2,500,000.00	\$2,032,311.14	\$2,079,157.00	\$1,661,493.62		
	633367202110131	7/1/2051	FAS 115		NA							
FEDERAL HOME LOAN BANK AFS												
FHLB	31365JT47	FNR 2021-75 PB		1.500		\$2,000,000.00 100.00%	\$2,000,000.00	\$1,706,353.08	\$1,705,019.99	\$1,423,053.59		
	637211202110281	11/25/2051										
FEDERAL HOME LOAN BANK AFS												
<u>46 CMOs - Fixed Rate</u>												
FHLB	3137F4X23	FHMS K731 AM		3.600		\$2,500,000.00 100.00%	\$2,500,000.00	\$40,947,038.60	\$41,255,524.74	\$34,230,202.12		
	687832202212081	2/25/2025										
FEDERAL HOME LOAN BANK AFS												
<u>1 CMBS - Fixed CMO</u>												
Total Pledged							142	Lo: BRC BRAZORIA COUNTY	\$374,016,828.00	\$94,323,919.07	\$94,758,980.58	\$85,594,241.84

\$0.00 Munis with Maturity Under 2 Years
 \$0.00 Munis with Maturity Over 2 Years
 \$35,617,496.35 Other securities with Stated Maturity Under 2 Years
 \$58,706,422.72 Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.



ANGELA DEES, CIO
 BRAZORIA COUNTY TREASURER

Brazoria County Treasurer's Office Proceedings for January 2024

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	81	\$ 327,038.56
Treasurer Brinks Cash/Checks Deposits Processed	27	\$ 11,996.99
Treasurer Remote Deposits Processed	64	\$ 381,140.30
HealthCare Invoices processed		
Retiree Premium Processed	397	\$ 57,771.13
Under 65 Retiree Prepaid 401H Reimbursements processed	146	\$ 43,070.00
Over 65 Retiree Prepaid 401H reimbursements processed	261	\$ 70,779.00
Wire Transfers executed	111	\$ 162,469,009.23
Toll Road Wires Executed	15	\$ 495,087.02
EFT files processed	19	\$ 12,902,609.22
Account Payables checks printed and distributed (102101)	1116	\$ 12,548,488.40
Jury Payments Processed	877	\$ 28,278.00
BCCSCD checks printed and distributed	94	\$ 13,944.20
HUD checks printed and distributed	80	\$ 470,150.49
Payroll checks printed and distributed (102821)	28	\$ 32,646.33
Payroll advices printed and distributed (est):	700	-
Stop payments issued	28	\$ 186,951.45
Positive Pay files processed:	11	-
General ledger Journal Entries posted - BRAZO	169	-
Toll Road General Ledger Journal Entries Posted	41	-
Reports to State	3	-
EFT Set ups, Declines and/or changes to EFT's	3	-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)


"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
 Brazoria County Treasurer

Brazoria County Portfolio Report for January 2024

Current Date: 1/31/2024																
Fund	Descr	Type	CUSIP	Coupo n	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FFCB	Agency 31335GAMC2	0.200	02/16/21	02/16/24	02/16/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9978	\$ 1,995,600.00	16	0.200	
10000	FHLB	Agency 3130ALKM5	0.350	03/15/21	03/15/24	03/15/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9937	\$ 1,987,400.00	44	0.350	
10000	FHLB	Agency 3130ALLM4	0.350	03/29/21	03/28/24	03/28/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9919	\$ 1,983,800.00	57	0.350	
10000	FHLB	Agency 3130ALRH9	0.400	04/12/21	04/12/24	04/12/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9901	\$ 1,980,200.00	72	0.400	
10000	FHLB	Agency 3130AMND0	0.430	06/17/21	06/17/24	06/17/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9816	\$ 1,963,200.00	138	0.430	
10000	FHLB	Agency 3130APAW5	0.550	10/08/21	10/08/24	10/08/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9695	\$ 1,939,000.00	251	0.550	
10000	FHLB	Agency 3130APB20	0.600	10/22/21	10/22/24	10/22/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9684	\$ 1,936,800.00	265	0.600	
10000	FHLB	Agency 3130APJ89	0.700	10/28/21	10/28/24	10/28/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9686	\$ 1,937,200.00	271	0.700	
10000	FHLB	Agency 3130AGWM1	1.800	02/28/22	02/27/25	02/27/25	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9998	\$ 1,999,600.00	387	1.800	
10000	FHLB	Agency 3130AUYX6	5.250	03/15/23	02/21/25	02/21/25	\$ 2,000,000.00	100.02	\$ 2,007,400.00	\$ 2,007,400.00	\$ 2,000,000.00	0.9980	\$ 1,996,000.00	253	5.236	
10000	FHLB	Agency 3130AVLB6	5.000	04/10/23	10/10/24	10/10/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	1.0033	\$ 2,006,600.00	1003	5.000	
10000	FHLB	Agency 3130AXMJ4	5.550	10/30/23	10/30/26	10/30/26	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	1.0022	\$ 2,004,400.00	968	5.520	
10000	FHLB	Agency 3130AXB09	5.520	09/25/23	09/25/26	09/25/26	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	1.0000	\$ 2,000,000.00	1090	5.520	
10000	FNMA	Agency 3135GAMC2	5.000	01/25/24	01/25/27	01/25/27	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	1.0000	\$ 2,000,000.00	1090	5.000	
10000	FNMA	Agency 3135GAJ69	5.375	07/10/23	07/10/26	01/10/24	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	-	\$ -	891	5.375	53,750.00
997	TexPool	LGIP	5.370				227,843,848.53	100.00	227,843,848.53	227,843,848.53	227,843,848.53	100.00	227,843,848.53	1	5.370	740,104.89
998	Texas Class	LGIP	5.540				52,679,441.39	100.00	52,679,441.39	52,679,441.39	52,679,441.39	100.00	52,679,441.39	1	5.540	246,571.29
999	Depository	Cash	3.000				67,012,388.31	100.00	67,012,388.31	67,012,388.31	67,012,388.31	100.00	67,012,388.31	1	3.000	117,219.41
													375,543,078.23	375,535,678.23	375,535,678.23	1,157,645.59

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.


 Angela Dees, CIO
 Brazoria County Treasurer

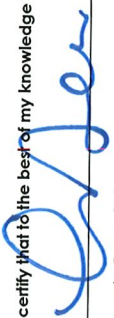
Quarterly Interest Rates Comparison by Quarter FY24

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg	
BANK	3.47%	3.76%	3.49%	3.57%	3.00%			3.00%										3.29%
TEXPOOL	5.36%	5.37%	5.37%	5.37%	5.37%			5.37%										5.37%
TEXAS CLASS	5.56%	5.59%	5.57%	5.57%	5.54%			5.54%										5.56%

Monthly Interest Earned for Fiscal Year 2024

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	97,131.44	103,322.07	145,296.27	345,749.78	117,219.41			117,219.41				-				-	462,969.19
TEXPOOL	538,860.14	483,335.16	827,934.04	1,850,129.34	740,104.89			740,104.89				-				-	2,590,234.23
Texas Class	291,481.16	248,188.74	247,645.37	787,315.27	246,571.29			246,571.29				-				-	1,033,886.56
Agencies	75,200.00	0.00	4,300.00	79,500.00	53,750.00			53,750.00				-				-	133,250.00
Total Per Month	1,002,672.74	834,845.97	1,225,175.68	3,062,694.39	1,157,645.59	-	-	1,157,645.59	-	-	-	-	-	-	-	-	4,220,339.98

I certify that to the best of my knowledge the above is true and correct.


 Angela Dees, CIO
 Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **March 12, 2024**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **January 2024**.

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **\$375,202,278.23**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

Donald W. "Dude" Payne
Commissioner Precinct 1

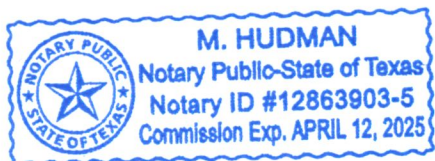
Ryan Cade
Commissioner Precinct 2

Stacy L. Adams
Commissioner Precinct 3

David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **12th** day of **March, 2024**.

Notary Public in and for Brazoria County, Texas
My Commission Expires: April 12, 2025





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3.

3/12/2024

Open Public Hearing for Revision of the Brazoria County Thoroughfare Plan

That a public hearing be opened for the Revision of the Brazoria County Thoroughfare Plan.

- Realign New Road 218 and New Road 220 from Cemetery Rd to CR 95
- Remove Major Collectors; New Road 219 and New Road 122 (Exhibit A)
- Reclassify CR 95 (from 0.06 miles Northwest of CR 95B to HWY 6) to Major Collector (Exhibit A)

Matt Hanks, P.E., CFM
COUNTY ENGINEER

(979) 864-1265
Office



Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

(979) 864-1270
Fax

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

Thoroughfare Plan Revision Summary

Change Request: Realign New Road 218 and New Road 220 from Cemetery Rd to CR 95
Remove New Road 219 and New Road 122 from 0.13 miles Northwest of
CR 95B to HWY 6; and
Reclassify CR 95 to Major Collector from 0.06 miles Northwest of CR 95B
to HWY 6.

Requesting Party: Brazoria County/City of Manvel

Reason for Request: Modify major collector to align with City of Manvel

Recommendation: Approve



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. I.4.

3/12/2024

Close Public Hearing for Revision of the Brazoria County Thoroughfare Plan

That a public hearing for the Revision of the Brazoria County Thoroughfare Plan be closed.



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. I.5.

3/12/2024

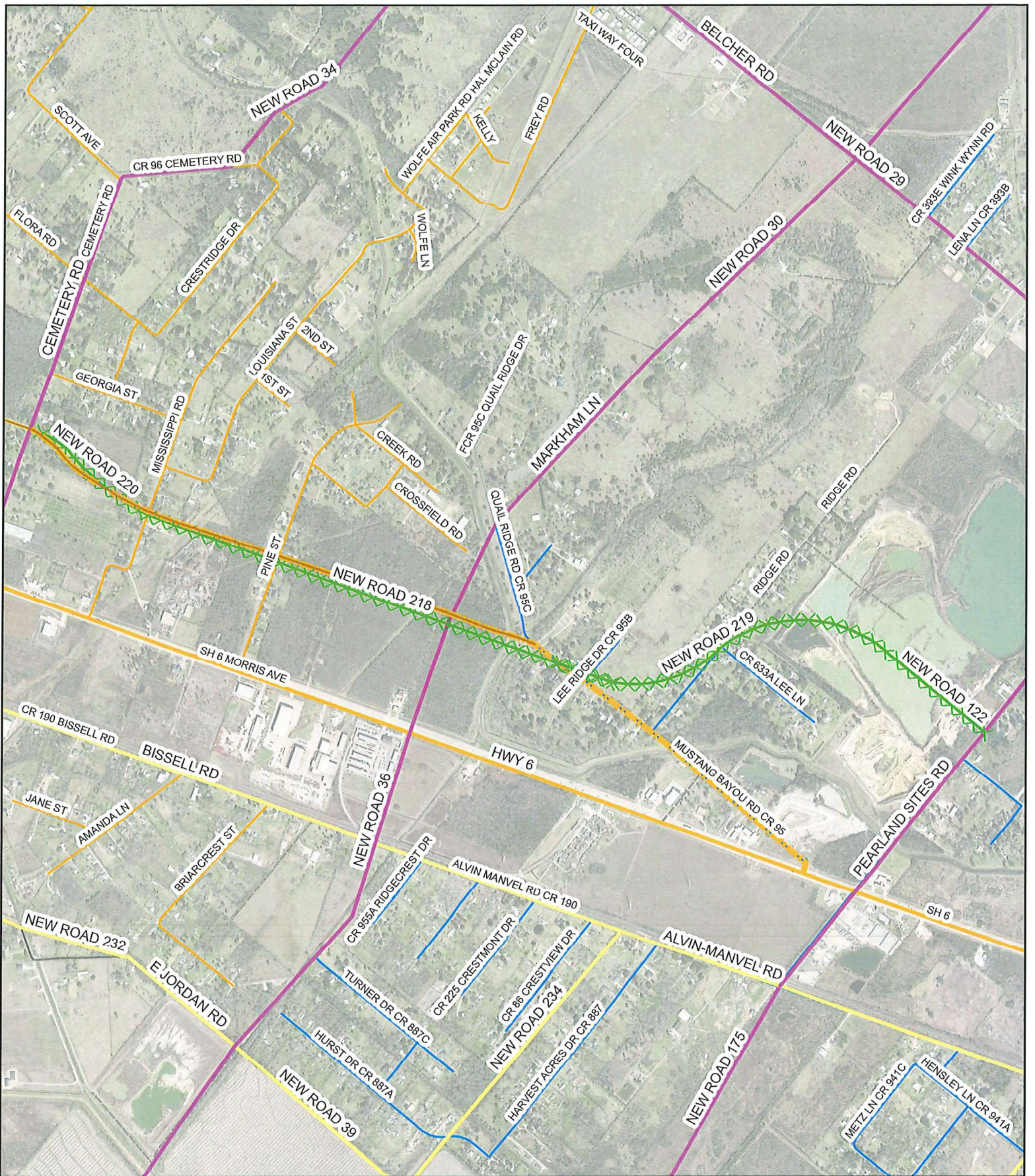
Accept Revision of the Brazoria County Thoroughfare Plan

That the following action be taken by Court:

Whereas, a public hearing held this date to receive public comment has been conducted regarding the Revision of the Brazoria County Thoroughfare Plan, and

Whereas, this Court hereby adopts the Revision of the Brazoria County Thoroughfare Plan.

Further, that a certified copy of this order be furnished to the County Engineer.

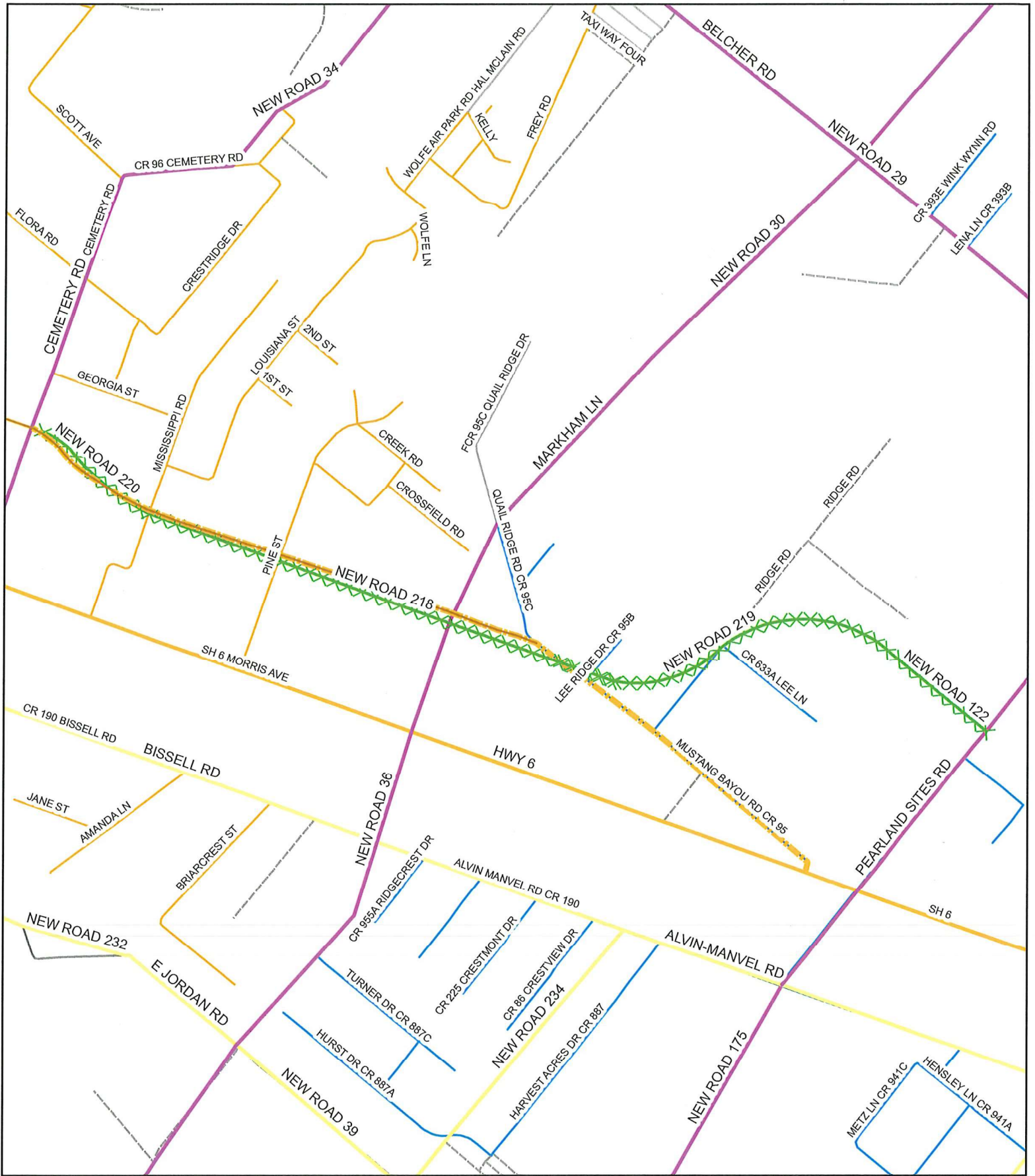


- Proposed Changes**
- Major Collector
 - X X X X Reroute
- Brazoria County Thoroughfare Plan**
- Major Collector
 - Major Thoroughfare
 - Principal Thoroughfare
 - Manvel Thoroughfare

Exhibit 'A'

Proposed Changes
New Road 218, 219, 122





Proposed Changes

- ▬▬▬ Major Collector
- X-X-X- Reroute

Brazoria County Thoroughfare Plan

- ▬▬▬ Major Collector
- ▬▬▬ Major Thoroughfare
- ▬▬▬ Principal Thoroughfare
- ▬▬▬ Manvel Thoroughfare

Proposed Changes
New Road 218, 219, 122



Matt Hanks, P.E., CFM
COUNTY ENGINEER

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451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

Thoroughfare Plan Revision Summary

Change Request: Realign New Road 218 and New Road 220 from Cemetery Rd to CR 95
Remove New Road 219 and New Road 122 from 0.13 miles Northwest of
CR 95B to HWY 6; and
Reclassify CR 95 to Major Collector from 0.06 miles Northwest of CR 95B
to HWY 6.

Requesting Party: Brazoria County/City of Manvel

Reason for Request: Modify major collector to align with City of Manvel

Recommendation: Approve



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6.

3/12/2024

Cancel ITB #23-15 Fleet Mowing Services and Utilize Choice Partners Cooperative Contract

Approval to cancel the internal contract with the following vendors for services under "ITB #23-15 Fleet Mowing Services" and approve the utilization of the Choice Partners Cooperative contract #20/030MR with Yellowstone Landscape of Houston, Texas at a rate of \$335.00 per mile for all service centers.

- Coastal Maintenance of Friendswood, Texas
- D&N Contractors, Inc., of Angleton, Texas
- Yellowstone Landscape of Houston, Texas

Therefore, the contract will not be renewed when the current term expires on April 24, 2024.

23-15 Summary

The current pricing for internal contact "ITB#23-15 Fleet Mowing Services" is as follows:

- South Service Center - \$365.00 per mile with Coastal Maintenance
- Central Service Center - \$365.00 per mile with Coastal Maintenance
- North Service Center - \$379.00 per mile with Yellowstone Landscape
- West Service Center - \$326.00 per mile with D&N Contractors, Inc.

In utilizing the Choice Partners Cooperative Contract, the price per mile for all service centers will be a fixed rate of \$335.00. Yellowstone is the current vendor for the North Service at a rate of \$379.00 per mile; however, under the cooperative contract, the rate will decrease to \$335.00 per mile.

In addition, approval to utilize the Choice Partners Cooperative Contract, the County can take advantage of Choice Partners' rebate program and earn money back from what we spend on the Choice contract for fleet mowing services.

Further, Yellowstone will assign one (1) account manager to all service centers to communicate operating schedules.

BRAZORIA COUNTY – Fleet Mowing Services SPECIFICATIONS / SCOPE OF WORK



1.0 SPECIFICATIONS

A specification sheet is provided for each service center. The data includes a listing for each road with length, mowing width and number of acres for each listing. A summary is provided at the end of each service center specification sheet. The summary includes the total number of miles, acres and the average number of acres per mile for the service center.

Prior to beginning operations, Brazoria County shall arrange a meeting between the Road and Bridge Department Superintendents and the awarded contractor. In this meeting, the contractor will outline contractor's proposed mowing procedures and submit contractor's plans for performing the work with safety for the general public. Any plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The contractor shall remove any debris that is thrown on the roadway by their equipment and shall be removed immediately. In addition, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately as well.

1.1. FLEET MOWING

Contractor shall mow within one (1) foot of all fixed objects exercising extreme care not to damage signs, culverts, mailboxes, fencing, trees or other appurtenances which are not a part of the facility. (See section 16.0 of Bidders Instructions).

The mowing height shall be approximately six (6) inches.

The contractor shall mobilize within forty-eight (48) hours notification from the Service Center and shall complete each cycle within the designated six (6) week mowing cycle.

It will be the vendor's responsibility to inspect the County roads prior to bid submittal.

Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment. Ditches are not mowed when wet and will need to be noted on the contractors daily / weekly log.

Most contractors determine the rights of way boundaries by using the telephone poles or fences as a guideline to the right of way boundaries.

There will be variations in widths. The contractor will need to consider these variations when preparing the bid response. In submitting a response the contractor acknowledges the mile estimates shown on the attached exhibits are sufficient in determining bid pricing.

The price quote will be based on miles. Brazoria County may confirm miles mowed on a daily basis. Invoices shall be based on a daily log showing locations mowed and number of miles mowed daily.

In addition, various county roads will have sections that are maintained by private landowners. These sections are not included in the bid. Contractors are paid for actual miles mowed.

1.2. EQUIPMENT

1.2.1. Rotary mowers will normally be required in all mowing of right-of-way, except a sickle mower may be used to mow around bridges, culverts, signs, posts, mailboxes, delineators, guardrail, etc. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower.

- 1.2.2. Chains shall be a minimum of 3/8" in size and links spaced side-by-side around the mowers' front and sides, and long enough to drag the ground at all times.
- 1.2.3. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Precinct Representative.
- 1.2.4. Successful bidder shall provide a replacement mower or mowers in the event mower(s) breaks down while performing work for Brazoria County.
- 1.2.5. Successful bidder shall ensure that mowers are properly maintained to ensure work is performed as specified herein.
- 1.2.6. Mowers shall operate at speeds appropriate to produce quality cutting.
- 1.2.7. Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed strands of vegetation or areas not uniformly cut will be re-cut at no additional cost to the County and will be subject to final approval by the County.
- 1.2.8. The required mowing areas are located throughout Brazoria County and shall include right-of-way, right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.
- 1.2.9. Ruts or holes one inch (1") or deeper and other disfigurement caused by the contractor's mowing equipment shall be the responsibility of the contractor to restore to original condition immediately.
- 1.2.10. The contractor shall not park unattended equipment within seven (7) feet of travel lanes or roads.
- 1.2.11. The total *minimum* number of 15 foot mowers with operators to be assigned to this contract will be three (3). Contractors are able to assign additional mowers and operators to ensure that they can perform to the specifications/scope of work as stated in this bid.
- 1.2.12. The total minimum number of weed-eaters with operators assigned to this contract will be two (2). Contractors are able to assign additional mowers and operators to ensure that they can perform to the specifications/scope of work as stated in this bid.

1.3. WEED EATING (TRIMMING)

All signs, mailboxes, culvert ends and guard rails around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing. Contractors are not required to trim or spray along right-of-way fences.

BRAZORIA COUNTY

CONTRACT TERM

Renewals shall be subject to approval by Brazoria County Commissioners' Court each period

ADDITIONAL INFORMATION

Daily Tickets:

Awarded vendors are to submit Attachment A Mowing Report daily or weekly to each Road and Bridge Service Center Superintendent to verify the miles mowed.

Mowing that occurred over a weekend shall be submitted to each Road and Bridge Service Center Superintendent the following Monday in order for verification of the miles mowed.

Mowing occurring on a weekend for the next month shall be recorded on a new report and included in the next month's invoices.

Invoices:

Invoices shall be mailed to the address on the Purchase Order or Release Order.

Brazoria County will pay invoices NET THIRTY (30) days from receipt of invoice by Brazoria County.

All invoices must reference the appropriate Purchase Order number or Release Order number.

Invoices shall be submitted to the Service Center for processing and shall contain, but not be limited to the following:

One (1) line item for Fleet Mowing Services

Fleet Mowing invoice shall reference units as specified by awarded (miles) rights-of-way mowed per day.

Invoice shall state the mowing cycle For example, October 1, 2020 – November 30, 2020)

Purchase / Release Orders:

Brazoria County shall issue Purchase or Release Orders that will contain the bill to information for that department.

The awarded vendor must receive a proper Purchase or Release Order Number from Brazoria County.

Pricing:

All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

PAYMENTS TO CONTRACTOR

After final inspection and acceptance by Brazoria County of all work under the Contract, the Contractor shall prepare his invoice for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described less all previous payments.

Brazoria County, before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment, and services to the Contractor, if Brazoria County deems it necessary in order to protect its interest. Brazoria County may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Any amount due Brazoria County under Liquidated Damages shall be deducted from the current sub cycle invoice.

Withholding Payments

Brazoria County may withhold from any payment due the Contractor whatever is deemed necessary to protect Brazoria County, and if so electing, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them.

The foregoing provisions shall be construed solely for the benefit of Brazoria County and will not require Brazoria County to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless Brazoria County elects to do so. The failure or refusal of Brazoria County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

REPORTING

Awarded vendor may be requested to provide usage reports.

Reports must include, at minimum:

Brazoria County Purchase/Release Order number.

Complete description of the miles mowed or cut.

Cost per mile

ASSIGNMENT – SUB-CONTRACTORS

Contractor (s) shall not sell, assign, transfer or convey those services awarded under contract, in whole or in part, **without the written consent of Brazoria County** and as a condition of such consent, the awarded contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Conditions for approval of the use of sub-contractors:

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until the Brazoria County Engineering Department has cleared the subcontractors.

Contractors are required to complete the subcontractor pre-approval section on Bidders Statement of Qualifications which is posted to the Purchasing website and shall be submitted to the Brazoria County Engineering Department to pre-approve their subcontractors after they are awarded the contract and prior to the Notice to Proceed is issued.

Subcontractors not approved by Brazoria County shall not be allowed to work.

The Contractor shall be fully responsible to Brazoria County or local government entity for the acts and omissions of his subcontractor(s) and of persons either directly or indirectly employed by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and require compliance by each subcontractor with the applicable provisions to the Contract.

Nothing contained in the contract shall create any contractual relation between any subcontractor and Brazoria County.

Contractors, not its subcontractor, shall submit invoices. Any invoices submitted by a subcontractor will not be paid.

SUPERVISION BY CONTRACTOR

The Contractor shall provide, at his own expense, a competent superintendent, satisfactory to Brazoria County and the Engineering Department, on the job at all times during working hours with full authority to act for him. The Contractor shall provide for the proper coordination and expediting of his work. All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

INSPECTIONS AND ACCEPTANCE OF WORK

Brazoria County reserves the right to inspect the work under contract at any time for final acceptance.

START UP TIME

After Notice of Award, awarded Vendor may be given a maximum of fifteen (15) days to become acclimated with County facilities and procedures prior to startup of services and delivery to the County.

TIME AND COMPLETION OF WORK FOR CYCLES

A mowing cycle, which consists of 46 calendar days, may consist of two (2) to four (4) cycles for each twelve month contract term depending on varying weather conditions and contract herbicide spraying. This may include one (1) cycle during the fall months (October – November).

Brazoria County Superintendents for each Service Center shall provide notification to contractor to begin each cycle.

Brazoria County Superintendents reserve the right to suspend mowing work, when areas are too wet to mow without damage to County Right of Ways or weather makes for unsafe working conditions.

Should such time suspension occur, it shall be the determination of the Superintendent to adjust the completion time for the subject cycle.

Should the contractor begin work and time be suspended, he/she shall submit the associated mowing log for that day and the Superintendent determine the need to adjust the completion time of that cycle.

The required minimum mowing rate per calendar day is six (6) miles, regardless of Service Center. This production rate was used to determine the completion time for each cycle AND shall be used to adjust the allowable completion time period, should mowing miles be added or removed from the cycle.

Contractors shall state on the bid offer sheet that they will provide ALL necessary equipment to complete each cycle within the time indicated on the bid offer sheet for each Service Center.

Should the contractor fail to finish the mowing necessary to complete the subject cycle in the calendar days specified, a time charge (as stated in section 14.0) will be made for each calendar day thereafter.

TERMINATION AND DELAYS

Right of the County of Brazoria to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the County of Brazoria may serve written notice upon the Contractor and the Surety of its intention to terminate the contract.

The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County of Brazoria shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract.

Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County of Brazoria may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County of Brazoria for any excess cost incurred. In such event the County of Brazoria may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

Any weather related time extensions requested by the contractor and granted by Brazoria County should be in writing.

Any acts of the County of Brazoria;

Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the County of Brazoria, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the County of Brazoria Engineering Department within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County of Brazoria shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County of Brazoria shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

DAMAGE TO PROPERTY

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will **reimburse** the private or public entity in the event of any loss of or damage to said property. Brazoria County will not be responsible for loss or damage to contractor's property from any cause.

Mailboxes and posts, fencing and fence material shall be replaced with the "like for like" on the same day the damage or loss occurred.

After forty-eight (48) hours from the initial homeowner complaint and damage verification by Brazoria County, if the property has not been replaced, liquidated damages shall be assessed in the following sums:

Mailboxes, posts and related materials – \$10 per day
Fence, fence posts and related materials - \$50 per day

COMPLIANCE WITH CODES

Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of each award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

STORAGE

Brazoria County does not assume responsibility for any materials, tools and equipment stored on or about the premises. The contractor upon completion of the work shall clear area of all equipment and other material.

TRAFFIC CONTROL AND PROTECTION

The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Contractor shall be required to display a flashing yellow light atop each vehicle when operating under this contract. Signs as specified by the Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall be maintained at an appropriate distance from mowers, and shall bear the legend "Mowers Ahead".

Due to the nature of some roads, the contractor shall provide flaggers in order for traffic control and safety of which will be at no additional charge to the County.

COUNTY ROAD MAPS

County road maps may be obtained on the Brazoria County website at <https://www.brazoriacountytx.gov/departments/engineering/gis/maps>

EQUIPMENT REPLACEMENT

Contractors are required to include in their bid submittal a plan that states their method for replacement of equipment to ensure no loss of service and delays to the County.

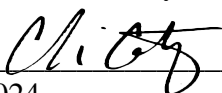
Fleet Mowing Services
 Choice Partners COOP# 20/030MR



Yellowstone Landscape
 Choice Partners COOP #20/030MR

COOP Pricing					
Service Center	\$/Mile	Miles	Ttl per CYC	CYC	Ext Ttl
South	\$ 335.00	240.89	\$ 80,698.15	4	\$ 322,792.60
Center	\$ 335.00	318.948	\$ 106,847.58	4	\$ 427,390.32
North	\$ 335.00	266.13	\$ 89,153.55	4	\$ 356,614.20
West	\$ 335.00	274.722	\$ 92,031.87	4	\$ 368,127.48
Total			\$ 368,731.15		\$ 1,474,924.60
					\$ 104,129.45

Submitted By: Chris Cathey

Signature: 

Date: 02/20/2024

Title: Sr. Business Development Manager

Phone: 281-808-0357

Email: ccathey@yellowstonelandscape.com

Yellowstone Landscape

10892 Shadow Wood

Houston, TX 77043



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1.

3/12/2024

Discuss Potential Litigation



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2.

3/12/2024

Discuss Potential Litigation - Undine Texas Environmental LLC - TCEQ



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. J.3.

3/12/2024

Consult with Attorney Regarding Courthouse Security Procedures



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. J.4.

3/12/2024

Sheriff Department's Water Filtration System

Authorize the County Judge to sign the Agreed Order, Docket No. 2023-0297-PWS-E pertaining to the Sheriff's Department water filtration system.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5.

3/12/2024

Discuss Potential Litigation - Liquor Licenses



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. J.6.

3/12/2024

Approve the Renewal of Property Insurance

Approve the renewal of property insurance with Arthur J. Gallagher Risk Management Services for the period of March 31, 2024, to March 31, 2025 at a total price not to exceed \$2,381,642.83.

Further that the County Judge be authorized to sign any and all documents necessary to bind coverage for the renewal period.