MEETING NOTICE
COMMISSIONERS COURT
BRAZORIA COUNTY

Tuesday, August 12, 2025 **9:00 AM** **Commissioners Courtroom**

Regular Session

Notice is hereby given that the Brazoria County Commissioners Court will hold a meeting at the Brazoria County Courthouse Campus – Administration Building, 237 East Locust St., 2nd Floor Room #205, Angleton, Texas. At said meeting the Court will deliberate, discuss, consider and/or take final action on any or all of the following matters:

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER BURRIDGE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - July 22, 2025 9:00 AM

D.2. Commissioners Court Budget Workshop Meeting - July 21, 2025 1:00 PM

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES

G.1. DR-4332 Elevation Program Update - Steve Mataro GrantWorks, Inc.

H. CONSENT

County Judge

H.1. Resolution - Southeast Texas Housing Finance Corporation (SETH) Single Family Mortgage Origination Program

Constable Precinct 4

H.2. Out of State Travel

County Clerk

H.3. Collections Department Quarterly Report

H.4. Order of Constitutional Amendment Election

H.5. Appointment of Election Judges and Alternate Judges

District Courts

H.6. Out of State Travel

Sheriff's Office

H.7. Out of State Travel

H.8. Electronic Detection K-9 Grant

H.9. Purchase of Items for Courthouse Security

Tax Assessor - Collector

H.10. Refund in Excess of $2,500.00

H.11. 2026 Optional Fees

H.12. Account Number: 4940-0002-000 Resale Meeting of: May 27, 2025

Auditor

H.13. Payment of Bills

H.14. FY 2025: Line Item Transfer

H.15. FY 2025: Line Item Transfer

H.16. FY 2025: Line Item Transfer

H.17. FY 2025: Line Item Transfer

H.18. FY 2025: Additional Funds

H.19. Audit Report for Brazoria County Emergency Services District No. 2

H.20. FY 2025: Line Item Transfer

H.21. FY 2025: Record Budget for Other Funds

H.22. FY 2025: Line Item Transfer

H.23. FY 2025: Line Item Transfer

H.24. FY 2025: Line Item Transfer

CDBG/HUD/Welfare Department

H.25. Brazoria County Community Development's Program Years (PY) 2025-2029 Consolidated Plan and 2025 Annual Action Plan

Engineer

H.26. Exception to Subdivision Platting for CR 36, LLC (Precinct 4)

H.27. Oyster Creek Gauges - Joint-Funding Agreement (Precinct 4)

H.28. Interlocal Agreement with the City of Pearland No. IS25-0009

H.29. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.30. Final Acceptance of Roads - Pomona Section 25 - Abstract 563 (Precinct 4)

Facilities Management

H.31. Interlocal Agreement with City of Angleton - Facility Use

Flood Plain

H.32. Out of State Travel

Health

H.33. Lease Agreement - WIC

Juvenile Justice

H.34. Donation from Brazosport College

Library

H.35. Acceptance of Gift

Purchasing Department

H.36. Professional Service Agreement for Museum Exterior Restoration Project

H.37. Utilize BuyBoard Cooperative Contract for Auctioneering Services

H.38. Renew ITB #23-74 Battery Consignment

H.39. Renew RFP #22-83 Monitoring of County Fire Alarm Systems

H.40. Renew RFP #24-14 Drug and Alcohol Testing Services for CSCD

H.41. Change Order No. 2 for RFP #25-23 Generators for the Sheriff's Office

H.42. Change Order No. 2 for RFP #22-43 Generator Service and Emergency Rental

H.43. Renew ITB #23-22 Oils and Lubricants

H.44. Solicit Bids for the Purchase and Installation of Heavy Equipment Tires

H.45. Amendment to RFP #19-16 Aviation Fuel for the Airport

H.46. Lease Agreement for Multi-Function Devices

I. DISCUSSION

County Clerk

I.1. Open Public Hearing Regarding Continuation of the County Clerk's Preservation and Restoration Record Archive Fee

I.2. Close Public Hearing Regarding Continuation of the County Clerk's Preservation and Restoration Records Archive Fee

I.3. Continuation of the County Clerk's Preservation and Restoration Record Archive Fee

Engineer

I.4. Engineering Services to Develop Plans, Specifications and Estimates for CR 676 at Varner Creek Replacement (Precinct 4)

I.5. Right of Way Acquisition - CR 400 Realignment (Precinct 4)

I.6. Engineering Services for the Wild Peach Village Drainage Improvements (Precinct 4)

I.7. Engineering Services for Pavement Repairs for the Bar X Phase V Project (Precinct 4)

I.8. Engineering Services for the Pavement Repairs to Silverlake Subdivision Phase 2 (Precinct 2)

I.9. Engineering Services for the Concrete Pavement Repairs - Bar X Phase V (Precinct 4)

I.10. Open Public Hearing for Revision of the Brazoria County Thoroughfare Plan

I.11. Close Public Hearing for Revision of the Brazoria County Thoroughfare Plan

I.12. Accept Revision of the Brazoria County Thoroughfare Plan

I.13. Engineering Services for the Pavement Repairs to Silverlake Subdivision Phase 2 (Precinct 2)

Environmental Health

I.14. Bavaria AutoParts, LLC - Exemption Request

Human Resource

I.15. Increase Judicial Salaries/Supplements per Senate Bill 293

I.16. 457 Plan Consulting Agreement with Global Retirement Partners, LLC (HUB)

Purchasing Department

I.17. Award RFP #25-57 Widening for Right Turn Deceleration Lane Along NB FM 523 to EB CR 792

Department Heads

J. CLOSED MEETING

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

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 Cause No. 125921-CV Pulice Construction v. Brazoria County, et al

J.3. Consultation with Attorneys Regarding Permitting Processes

J.4. Discuss Potential Litigation - 10602 and 10614 Blue Water Hwy, Freeport

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. RECESS

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

The Brazoria County Commissioners Court is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the Office of the County Judge at (979)-864-1200 at least 24 hours in advance if accommodation is needed.

NOTE: ITEMS WILL NOT NECESSARILY BE PRESENTED IN THE ORDER THEY ARE POSTED

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **8/12/2025**

Commissioners Court Special Session - July 22, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.2. **8/12/2025**

Commissioners Court Budget Workshop Meeting - July 21, 2025 1:00 PM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.1. **8/12/2025**

DR-4332 Elevation Program Update - Steve Mataro GrantWorks, Inc.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **8/12/2025**

Resolution - Southeast Texas Housing Finance Corporation (SETH) Single Family Mortgage Origination Program

As recommended by Southeast Texas Housing Finance Corporation (SETH), approve the attached Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs; and Containing Other Provisions Relating to the Subject. SETH has made application to the Texas Bond Review for an allocation of private activity bond volume cap (the "Volume Cap Allocation") to facilitate a single-family mortgage origination program. The Volume Cap Allocation once assigned will be used to provide a means of financing single family home mortgages for residents in SETH's jurisdictions.

The County Judge is hereby authorized to sign any documents related to the Resolution upon final review by the District Attorney's Office.

SETH

SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

August 4, 2025

The Honorable L.M. "Matt" Sebesta Jr.
Brazoria County Judge's Office
111 E. Locust, Ste. 102A
Angleton, TX 77515

Re: The Southeast Texas Housing Finance Corporation Single Family Mortgage Origination Program

Dear Judge Sebesta:

The Southeast Texas Housing Finance Corporation ("SETH") has applied to the Texas Bond Review Board for an allocation of private activity bond volume cap (the *"Volume Cap Allocation"*) to facilitate a single family mortgage origination program. SETH intends to assign a portion of the Volume Cap Allocation to the Texas Department of Housing and Community Affairs (*"TDHCA"*) in connection with TDHCA's single family mortgage revenue bond programs. The Volume Cap Allocation, once assigned, will be used to provide a means of financing single family home mortgages for residents in SETH's jurisdictions.

Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the *"Act"*), the City or County, as a sponsoring political subdivision of SETH, must approve of the assignment of the Volume Cap Allocation by the Corporation to TDHCA. Accordingly, we are asking the Commissioners' Court or City Council to pass the attached Resolution as soon as possible in order to meet the requirements of the Act.

It is important to note that any bonds issued by TDHCA will be special limited obligations of TDHCA and neither the sponsoring political subdivisions of SETH, nor SETH, will be liable in any manner for the payment of such bonds.

Please review the Resolution and please contact me by phone at 281-484-4663 ext. 108 or, by email at rwilliams@sethfc.com with any questions or comments you may have. Otherwise, if all is in order, please **return the two (2) original signature pages** of the signed Resolution to SETH using the enclosed prepaid Federal Express envelope for delivery **no later than September 5, 2025.**

Sincerely,

Ron Williams
Executive Director

ENCLOSURES

xc: District Attorney, Tom Selleck
County Clerk, Joyce Hudman
SETH Representative, Former Commissioner Donald Payne (Letter Only)

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, The Southeast Texas Housing Finance Corporation (the *"Corporation"*) was created by the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the *"Act"*); and

WHEREAS, by resolution adopted on July 17, 2025, the Board of Directors of the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $60,000,000 (the *"Reservation"*); and

WHEREAS, by resolution adopted on July 17, 2025, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs (*"TDHCA"*), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as a governmental unit that created the Corporation, the Commissioners Court of Brazoria County, Texas (the *"Governing Body"*) desires to approve the assignment of a portion of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the *"Assignment Agreement"*); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

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

Section 1. The Governing Body specifically approves and consents to the assignment of a portion of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The County Judge of Brazoria County, Texas is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Judge Matt Sebesta, Jr.

(SEAL)

ATTEST:

_____
County Clerk

Exhibit A

EXHIBIT A

FORM OF ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this *"Agreement"*) is made as of the ____ day of _____, 2025 by and between THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION (*"HFC"*), a Texas nonprofit housing finance corporation and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (*"TDHCA"*), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the *"Act"*), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to financehome mortgage loans (or participation interests therein) for persons of low and moderate income forhomes within the geographic limits of the Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton, and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the *"Code"*), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the *"State"*) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the *"Allocation Act"*).

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an *"Application for Reservation"*) with the Texas Bond Review Board (the *"Bond Review Board"*), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the *"Allocation Rules"*) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on July 17, 2025, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $60,000,000 or such lesser amount as determined by HFC staff, with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the *"Reservation"*).

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates (*"MCCs"*) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton, and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball (collectively, the *"Sponsors"*) pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties,covenants and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Assignment. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the *"Assignment"*), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2025 program year.

Section 2. Consents. HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

Section 3. Expenses. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board.

Section 4. Agreement. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage

certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA (*"Pooled Loans"*), and/or (b) My First Texas Home Combo Loans with MCCs (*"Combo Loans,"* and referred to herein together with the Pooled Loans collectively as *"HFC Loans"*), until an aggregate amount of $60,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

Section 5. Fees. TDHCA will pay an ongoing fee of 4.75 basis points (collectively, *"HFC Fees"*) of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

Section 6. Reporting. Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Section 7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

Section 8. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 9. Entire Agreement; Amendment and Waiver. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
Name: _____
Title: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **8/12/2025**

Out of State Travel

Approve request for Precinct 4 Constables Office to send six employees to attend the National Constables and Marshals Association Training Conference in Hot Springs, Arkansas. Dates of attendance will be September 22, 2025 to September 25, 2025.

Travel expenses will be paid for out of the approved FY25 Budget.

This request and quote is to send six employees from the Pct 4 Constables Office to the National Constables and Marshals Association training conference in Hot Springs, Arkansas.

Conference Registration - $1950

Housing - $3075

Conference will take place on September 22-25, 2025. September the 21st will be a travel day and staff will return on the 25th.

2025 ANNUAL TRAINING CONFERENCE
SEPTEMBER 22 TO SEPTEMBER 25 | THE HOTEL HOT SPRINGS
HOT SPRINGS, ARKANSAS

WE LOOK FORWARD TO SEEING YOU AT THIS YEAR'S CONFERENCE!

HOTEL INFORMATION

Coming Soon

The Hotel Hot Springs
305 Malvern Ave
Hot Springs, AR 71901
(501) 623-6600

Group Rates (Sept. 20 – 26, 2025)
Single Occupancy $121.00/Night
Double Occupancy: $131.00/Night
Group Code: NCMA25
Cut-off date: September 1, 2025

For Hotel Reservations, call the hotel, (501) 623-6600, and use the group code, NCMA25, to book your room. The hotel does not have online booking for our group rate. You may look at the hotel and amenities the hotel offers. Click here to see the hotel rates.

To learn more about the hotel, you can click here.

Thank you!
To all of our vendors, sponsors, attendees, and everyone who lent a helping

2025 CONFERENCE REGISTRATION

Coming Soon

Member Name *
Member Name

T-Shirt Size
Size

Rank / Title
Rank / Title

Agency *
Agency

Street Address *
Address 1

Street Address 2
Suite, Route, Etc.

City *
City

State *
US State

Zip Code *
Zip

Email *
Email

Phone Number *
Phone

Spouse or Guest
--

Spouse or Guest Name
Spouse or Guest



1 SHOPPING CART

2 PAYMENT & DELIVERY OPTIONS

3 ORDER RECEIVED

PRODUCT:

CONFERENCE REGISTRATION 2025

PRICE: $325.00

QUANTITY: 1

SUBTOTAL: $325.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **8/12/2025**

Collections Department Quarterly Report

Approve the Criminal Case Management Fine and Fee Quarterly Report for March 1, 2025 to June 30, 2025

Receipt #	Case #	Party	Date	CRFINE GFC450100
OP-00477-2025	142129	HAWKINS, JAMES DARRELL	4/22/2025	$200.00
2025-577645	195432	ROSS, BRIAN KEITH	4/7/2025	$300.00
2025-581977	224137	Torres, Juan Basilio	6/18/2025	$386.94
2025-581306	228750	Vasquez, Tomas	6/10/2025	$150.00
TP-00837-2025	228750	Vasquez, Tomas	4/3/2025	$43.00
TP-01423-2025	228750	Vasquez, Tomas	5/13/2025	$107.00
2025-577496	239004	Swanks, Candi Lashay	4/3/2025	$300.00
2025-579109	251324	Summers, Timothy	5/2/2025	$500.00
TP-00992-2025	253786	Leal, Lucio Samuel	4/15/2025	$64.15
TP-01500-2025	253786	Leal, Lucio Samuel	5/22/2025	$230.36
2025-581501	254107	Landry, Adam	6/12/2025	$500.00
2025-580587	256276	Alvarez, Narciso Javier	5/29/2025	$85.69
2025-582067	257012	West, Terraneka Archsell	6/19/2025	$218.00
2025-577331	258811	Aguilar, Nathan Williams	4/1/2025	$250.00
2025-579951	258989	Clay, Aamahd	5/15/2025	$56.67
2025-581586	259473	Andrus, Ashley	6/12/2025	$500.00
TP-00824-2025	259487	Banks, Christopher Oneal	4/2/2025	$150.00
TP-00950-2025	259487	Banks, Christopher Oneal	4/13/2025	$132.00
2025-577622	259609	Chavarria, Brian Allen	4/4/2025	$400.00
2025-578185	259617	Ingram, Tanya Ann	4/11/2025	$177.77
TP-01313-2025	259617	Ingram, Tanya Ann	5/8/2025	$90.67
2025-578316	259639	Armstrong, Ludwig	4/15/2025	$49.86
2025-578403	259749	Gillespie, Kenneth James	4/16/2025	$180.95
2025-580150	259749	Gillespie, Kenneth James	5/19/2025	$180.96
2025-582324	259749	Gillespie, Kenneth James	6/25/2025	$180.95
2025-580306	259964	Ramirez, Miguel Angel	5/22/2025	$85.16
2025-578400	259968	Sam, Maritza Yvonne	4/16/2025	$70.00
2025-579760	260018	Jones, Marissa La Shae	5/13/2025	$120.00
TP-01334-2025	260143	Rec, Brittni	5/9/2025	$300.00
OP-00491-2025	260196	Calvin, Cydney Dijon	4/25/2025	$100.00
OP-00537-2025	260196	Calvin, Cydney Dijon	5/8/2025	$129.00
OP-00591-2025	260196	Calvin, Cydney Dijon	5/30/2025	$100.00
TP-00936-2025	260363	Eudy, Dakota Coy	4/10/2025	$44.45
TP-01024-2025	260363	Eudy, Dakota Coy	4/17/2025	$55.11
2025-581215	260367	Marsh, Wendy Lynn	6/9/2025	$83.33
TP-00814-2025	260410	Alvarez, Enrique	4/2/2025	$130.00
TP-01109-2025	260410	Alvarez, Enrique	4/25/2025	$80.00
TP-01456-2025	260410	Alvarez, Enrique	5/16/2025	$80.00
TP-01657-2025	260410	Alvarez, Enrique	6/17/2025	$60.56
2025-579395	260428	Bittick, Jason	5/8/2025	$139.56
TP-00884-2025	260428	Bittick, Jason	4/7/2025	$111.11
TP-01195-2025	260441	Gonzales, Gavynn	5/1/2025	$158.34
TP-01639-2025	260441	Gonzales, Gavynn	6/11/2025	$239.16
2025-581063	260472	Pete, Michael	6/5/2025	$48.00
2025-581561	260472	Pete, Michael	6/12/2025	$452.00

2025-579562	260536	Ibarra, Alejandro	5/12/2025	$91.56
2025-580818	260536	Ibarra, Alejandro	6/2/2025	$62.22
2025-578191	260970	Mathis, Parshella Nikole	4/11/2025	$41.67
2025-580419	260970	Mathis, Parshella Nikole	5/23/2025	$76.66
2025-578803	260978	Mata Oliva, Carlos Fabian	4/25/2025	$100.00
2025-580436	260978	Mata Oliva, Carlos Fabian	5/27/2025	$75.00
2025-582217	260978	Mata Oliva, Carlos Fabian	6/23/2025	$75.00
2025-580077	260995	Lugo, Daniel	5/16/2025	$58.00
2025-582137	260995	Lugo, Daniel	6/20/2025	$105.00
2025-582596	261071	Warren, Jeremy Wayne	6/30/2025	$28.24
2025-579263	261100	Brown, Raylon John	5/6/2025	$51.56
2025-581058	261100	Brown, Raylon John	6/5/2025	$71.11
2025-578106	261265	Burns, Tiara Nichole	4/10/2025	$72.86
2025-577518	261341	Becerra, Joel	4/3/2025	$100.00
2025-580835	261341	Becerra, Joel	6/2/2025	$100.00
2025-582555	261341	Becerra, Joel	6/30/2025	$133.64
TP-01169-2025	261341	Becerra, Joel	5/1/2025	$100.00
2025-578711	261362	Garcia-Ybarra, Jose	4/24/2025	$800.00
2025-580586	261383	Rodriguez, Richard	5/29/2025	$79.17
TP-01101-2025	261383	Rodriguez, Richard	4/23/2025	$77.50
2025-578397	261452	Young, Renaldo Christopher	4/16/2025	$13.89
2025-580439	261452	Young, Renaldo Christopher	5/27/2025	$13.89
2025-581750	261452	Young, Renaldo Christopher	6/16/2025	$13.89
2025-580279	261557	Stodghill, Drew Kirk	5/21/2025	$197.00
TP-01097-2025	261557	Stodghill, Drew Kirk	4/23/2025	$80.00
2025-578505	261722	Manvel, Chasity	4/22/2025	$50.00
2025-579579	261802	Carmona, Juan	5/12/2025	$87.11
2025-581132	261802	Carmona, Juan	6/6/2025	$87.11
TP-01604-2025	261810	Cook, Kimberly	6/6/2025	$37.00
2025-579408	261954	Watkins, Tywuan	5/8/2025	$1.00
2025-578182	261994	Bracho, Joelmy	4/11/2025	$266.66
2025-579748	261994	Bracho, Joelmy	5/13/2025	$44.44
2025-580221	261994	Bracho, Joelmy	5/20/2025	$44.45
2025-580832	261994	Bracho, Joelmy	6/2/2025	$44.44
2025-581558	261994	Bracho, Joelmy	6/12/2025	$88.89
2025-582218	261994	Bracho, Joelmy	6/23/2025	$44.45
2025-579035	262027	Ferraro, Carolyn	5/1/2025	$11.00
2025-580073	262064	Austin, Jalen Lawayne	5/16/2025	$16.56
2025-577333	262102	Calhoun, Douglas	4/1/2025	$1,000.00
2025-579053	262103	Curtner, Kenneth	5/1/2025	$1,000.00
2025-581251	262108	Davis, Ayanna Lee	6/9/2025	$81.00
2025-577563	262221	Diaz Bolanos, Antonio	4/4/2025	$120.00
2025-579199	262221	Diaz Bolanos, Antonio	5/5/2025	$98.34
2025-581067	262221	Diaz Bolanos, Antonio	6/5/2025	$281.66
2025-579062	262278	Jackson, Roderick Fennel	5/1/2025	$1,500.00
2025-579385	262293	Rocha, Juan Raul, Jr.	5/8/2025	$300.00
2025-577640	262368	Williams, Tracy	4/7/2025	$200.00

2025-577521	262372	Villalobos, Ethan	4/3/2025	$76.64
2025-579131	262372	Villalobos, Ethan	5/2/2025	$85.00
2025-580826	262372	Villalobos, Ethan	6/2/2025	$85.00
2025-582525	262372	Villalobos, Ethan	6/28/2025	$85.00
2025-578181	262393	Garcia, Alfredo	4/11/2025	$60.30
2025-579061	262433	Rembert, Keisha Lanice	5/1/2025	$300.00
2025-581242	262461	Anderson, Aryn Kathleen	6/9/2025	$42.35
2025-578493	262477	Danford, Richard	4/22/2025	$201.67
2025-581614	262477	Danford, Richard	6/13/2025	$210.83
2025-582374	262500	Rivers, Sha Royal Jean	6/26/2025	$300.00
2025-581365	262503	Hawkins, Bryana	6/11/2025	$250.00
2025-577598	262552	Mitchell, Damond	4/4/2025	$125.00
2025-580996	262552	Mitchell, Damond	6/4/2025	$83.34
TP-01255-2025	262552	Mitchell, Damond	5/5/2025	$125.00
2025-581693	262578	Dean, Astre	6/16/2025	$61.77
TP-01257-2025	262578	Dean, Astre	5/5/2025	$220.59
TP-01651-2025	262621	Kopochius, Cassandra Marie	6/14/2025	$77.50
TP-01183-2025	262710	Underwood, Stephen	5/1/2025	$7.50
2025-577428	262714	Washington, Darren Ramond	4/2/2025	$300.00
2025-578329	262730	Watts, Ariel Nicole	4/15/2025	$400.00
2025-581139	262738	Acker, Javia Enae	6/6/2025	$118.00
TP-01171-2025	262744	Murcia, Rudy	5/1/2025	$40.56
2025-577353	262786	Bradford, Terry	4/1/2025	$400.00
2025-581491	262869	Dempsey, Allen	6/12/2025	$1,000.00
2025-579831	262939	Hernandez Luiggi, Yamir Joel	5/14/2025	$500.00
2025-577480	262971	Davison, Amri	4/3/2025	$500.00
2025-578263	262978	Chavez, Marcos Rios	4/14/2025	$120.00
2025-580278	262978	Chavez, Marcos Rios	5/21/2025	$120.00
2025-581753	262978	Chavez, Marcos Rios	6/16/2025	$120.00
2025-579040	263026	Zarate, Lizabeth	5/1/2025	$100.00
2025-577626	263070	Sneed, Latavia Rashon	4/7/2025	$300.00
2025-577681	263074	Silva, Isaiah	4/7/2025	$40.00
2025-578857	263074	Silva, Isaiah	4/28/2025	$201.52
2025-578246	263096	Bateman, Omariion David	4/14/2025	$60.00
2025-579857	263096	Bateman, Omariion David	5/14/2025	$60.00
2025-581749	263096	Bateman, Omariion David	6/16/2025	$60.00
2025-577527	263143	Creech, Chad Alan	4/3/2025	$750.00
2025-577442	263200	Silvestre, Felipe Romo	4/2/2025	$103.00
2025-580362	263200	Silvestre, Felipe Romo	5/22/2025	$347.00
TP-01263-2025	263200	Silvestre, Felipe Romo	5/5/2025	$50.00
2025-581475	263219	Hernandez, Crystal	6/12/2025	$200.00
2025-581497	263256	Balmares, Javier	6/12/2025	$160.12
2025-581498	263256	Balmares, Javier	6/12/2025	$539.88
2025-580159	263406	Harris, Ronald James	5/19/2025	$110.53
2025-581389	263406	Harris, Ronald James	6/12/2025	$494.97
TP-01092-2025	263406	Harris, Ronald James	4/23/2025	$72.76
2025-577478	263507	Edward, Nathaniel	4/3/2025	$600.00

2025-577679	263604	Ibarra, Rufino, Jr.	4/7/2025	$95.00
2025-581247	263604	Ibarra, Rufino, Jr.	6/9/2025	$95.00
2025-581970	263604	Ibarra, Rufino, Jr.	6/18/2025	$81.67
TP-01314-2025	263604	Ibarra, Rufino, Jr.	5/8/2025	$95.00
2025-579055	263650	Berry, Amanda	5/1/2025	$300.00
2025-582042	263660	Lara, Paul	6/19/2025	$900.00
2025-579060	263674	Martinez, Nicolas	5/1/2025	$500.00
2025-579084	263701	Nicks, Erinn Elaine	5/1/2025	$300.00
2025-579043	263749	Ruiz Robledo, Santiago	5/1/2025	$300.00
2025-579047	263802	Hernandez, Abel	5/1/2025	$750.00
2025-578684	263834	Pierce, Cardell	4/24/2025	$500.00
2025-582552	263902	Martinez, Jordan	6/30/2025	$8.00
2025-580143	263965	Robledo, Daniel Hernandez	5/19/2025	$75.00
2025-582184	263965	Robledo, Daniel Hernandez	6/23/2025	$83.00
2025-582226	264039	Pugh, Rickey Brandon	6/23/2025	$500.00
2025-578348	264073	Contreras, Erica	4/16/2025	$165.01
2025-582287	264073	Contreras, Erica	6/25/2025	$123.33
2025-578677	264123	Angel, Raquel L.	4/24/2025	$500.00
2025-577441	264147	Ramirez, Jazmine Renai	4/2/2025	$104.89
2025-577693	264147	Ramirez, Jazmine Renai	4/7/2025	$111.11
2025-581297	264147	Ramirez, Jazmine Renai	6/10/2025	$111.11
TP-01335-2025	264147	Ramirez, Jazmine Renai	5/9/2025	$111.11
OP-00646-2025	264282	Jones, Jared	6/26/2025	$8.00
2025-579058	264312	Guerrero, Juan	5/1/2025	$1,000.00
2025-582367	264475	Seelbach, Stephen Alwin	6/26/2025	$300.00
2025-580662	264573	Comick, Demyria	5/29/2025	$30.50
2025-581560	264573	Comick, Demyria	6/12/2025	$60.00
2025-579376	264662	Wilson, Bernard, V	5/8/2025	$300.00
2025-577822	264695	Jefferson, Cayden Hunter	4/8/2025	$73.00
2025-579900	264695	Jefferson, Cayden Hunter	5/15/2025	$90.00
2025-581145	264695	Jefferson, Cayden Hunter	6/7/2025	$90.00
2025-581029	264836	Martinez, Ray	6/5/2025	$154.50
2025-577683	264918	Carlberg, Juliana	4/7/2025	$300.00
2025-579489	265182	Nash, Tiara	5/11/2025	$277.00
OP-00598-2025	265192	Brown, Kent Wade	6/3/2025	$34.66
TP-01271-2025	265192	Brown, Kent Wade	5/5/2025	$21.84
2025-582359	265240	Stanfield, Ayanna	6/26/2025	$250.00
2025-578682	265372	Key, Brandy Ann-Marie	4/24/2025	$200.00
2025-581431	265376	Johnson, Jennifer	6/12/2025	$200.00
2025-578325	265387	Alleyne, Kamryn	4/15/2025	$250.00
2025-578695	265396	Carr, Emmitt Willie	4/24/2025	$222.00
2025-578699	265396	Carr, Emmitt Willie	4/24/2025	$28.00
2025-582398	265519	Smith, Andre Deon	6/26/2025	$500.00
2025-580012	265700	Naves, Tito	5/16/2025	$500.00
2025-582414	265717	Walp, Rachel Anne	6/26/2025	$500.00
2025-581042	265721	Wynn-Brown, Shawn	6/5/2025	$100.00
2025-582370	265760	Jean-Batiste, Harold	6/26/2025	$300.00

2025-581035	265765	Kelley, Matthew Stephen	6/5/2025	$300.00
2025-582384	265998	Solis, Horacio	6/26/2025	$500.00
2025-580575	266014	Tran, Dac Van	5/28/2025	$250.00
2025-581494	266043	Quintanilla, Christopher	6/12/2025	$800.00
2025-578705	266061	Hernandez, Uriel	4/24/2025	$300.00
2025-581490	266130	Brown, Coray	6/12/2025	$150.00
2025-581278	267136	Westerman, Kevin Shane	6/10/2025	$250.00
TP-01053-2025	248963	Porter, Shalonna	4/22/2025	$62.50
2025-580252	249769	Moore, John Thomas	5/21/2025	$500.00
2025-579428	250643	Wakefield, Leshawntae Devee	5/9/2025	$41.67
2025-578744	252797	Ojeda, Robert, Jr.	4/24/2025	$300.00
2025-578745	252798	Ojeda, Robert, Jr.	4/24/2025	$300.00
TP-01431-2025	253000	Santos, Efrain	5/14/2025	$300.00
2025-579474	254612	Peralta, Don Louis	5/9/2025	$98.00
2025-580200	254770	Rios, Jose Angel	5/20/2025	$500.00
2025-579779	255430	Elbel, Gabriella Kristine	5/13/2025	$78.00
2025-582094	255430	Elbel, Gabriella Kristine	6/20/2025	$50.00
OP-00488-2025	256061	Rodriguez, Manual	4/25/2025	$392.89
2025-579543	256311	Santana, Sherry	5/12/2025	$300.00
OP-00499-2025	256676	Leal Sanchez, Jesus	4/28/2025	$44.45
OP-00581-2025	256676	Leal Sanchez, Jesus	5/27/2025	$44.44
OP-00648-2025	256676	Leal Sanchez, Jesus	6/28/2025	$44.45
2025-581921	257068	Sullivan, Jeffery	6/18/2025	$200.00
2025-577996	257076	Trevino, Roxanna	4/9/2025	$89.09
2025-578447	257076	Trevino, Roxanna	4/17/2025	$89.10
2025-578729	257076	Trevino, Roxanna	4/24/2025	$43.64
2025-580873	257076	Trevino, Roxanna	6/3/2025	$43.64
2025-582597	257076	Trevino, Roxanna	6/30/2025	$43.63
TP-01316-2025	257150	Nelson, Jaeon	5/8/2025	$352.00
2025-579861	257381	Edwards, Kyre	5/14/2025	$361.78
2025-577465	257419	Rodriguez, Tony	4/3/2025	$98.00
2025-579026	257419	Rodriguez, Tony	5/1/2025	$148.00
OP-00411-2025	257572	Garrett, Chadwick	4/3/2025	$86.78
OP-00545-2025	257572	Garrett, Chadwick	5/9/2025	$213.22
OP-00446-2025	257723	Arizpe, Alexis	4/12/2025	$152.88
OP-00403-2025	257756	Reyes, Miguel Angel	4/1/2025	$86.37
OP-00505-2025	257756	Reyes, Miguel Angel	4/29/2025	$86.36
OP-00584-2025	257756	Reyes, Miguel Angel	5/27/2025	$92.73
2025-579253	257827	Builtron, Isaac	5/6/2025	$263.12
2025-580045	258175	Salinas, Jonathan L	5/16/2025	$77.30
OP-00482-2025	258812	Fernandez, Miguel Angel	4/23/2025	$66.00
OP-00424-2025	258863	Rudolph, Stephanie Michelle	4/5/2025	$69.33
OP-00579-2025	258863	Rudolph, Stephanie Michelle	5/24/2025	$71.11
OP-00647-2025	258863	Rudolph, Stephanie Michelle	6/27/2025	$117.34
2025-580253	258960	Sullivan, Dashawn	5/21/2025	$111.00
2025-580226	259191	Morrow, Angie	5/20/2025	$93.00
OP-00568-2025	259340	Medina, Salvador	5/19/2025	$99.00

OP-00567-2025	259341	Medina, Salvador	5/19/2025	$129.00
2025-578479	259441	Hinojosa, Robert	4/17/2025	$100.00
2025-580365	259441	Hinojosa, Robert	5/22/2025	$100.00
2025-582212	259441	Hinojosa, Robert	6/23/2025	$157.00
OP-00440-2025	259445	Huston, Amanda	4/10/2025	$75.00
OP-00458-2025	259445	Huston, Amanda	4/16/2025	$139.50
2025-578251	259459	Gilmore, Samuel	4/14/2025	$79.09
2025-578027	259687	Matamoros, Rosalinda	4/9/2025	$85.72
2025-579957	259687	Matamoros, Rosalinda	5/15/2025	$85.71
2025-580838	259687	Matamoros, Rosalinda	6/2/2025	$85.71
2025-577345	259742	Phillips, Carrington	4/1/2025	$200.00
2025-580478	259788	Cisneros Alvarez, Victor	5/27/2025	$6.67
TP-01139-2025	259788	Cisneros Alvarez, Victor	4/28/2025	$65.00
2025-578040	259792	Crow, Tyler	4/9/2025	$85.01
2025-578633	260352	Young, Cayla	4/23/2025	$1,000.00
2025-579254	260433	Builtron, Isaac	5/6/2025	$24.00
2025-580506	260462	De Leon, Roy	5/27/2025	$32.38
TP-01093-2025	260462	De Leon, Roy	4/23/2025	$87.50
2025-582482	260527	Brown, Dexter Keith	6/27/2025	$83.34
TP-01337-2025	260527	Brown, Dexter Keith	5/9/2025	$56.67
2025-579194	260537	Ismael, Mohamed	5/5/2025	$175.00
2025-579938	260537	Ismael, Mohamed	5/15/2025	$198.00
TP-01510-2025	260537	Ismael, Mohamed	5/23/2025	$227.00
2025-580361	260570	Delgado, Daniel	5/22/2025	$342.86
2025-582566	260570	Delgado, Daniel	6/30/2025	$147.43
2025-581386	260686	Villareal, Alfredo	6/11/2025	$83.33
2025-582631	260686	Villareal, Alfredo	6/30/2025	$180.83
2025-578179	260701	Abarca, Francisco Vidal	4/11/2025	$56.00
2025-580912	260701	Abarca, Francisco Vidal	6/3/2025	$48.00
TP-01251-2025	260701	Abarca, Francisco Vidal	5/5/2025	$45.60
TP-01003-2025	260908	Gomez, Edgar	4/16/2025	$78.75
TP-01428-2025	260908	Gomez, Edgar	5/14/2025	$78.75
2025-581250	260958	Arevalo, Humberto, Jr.	6/9/2025	$39.00
TP-01662-2025	261040	Palomino Martinez, Yanier	6/18/2025	$56.00
2025-582059	261097	Baldridge, Jordan	6/19/2025	$38.34
2025-580360	261109	Lopez, Idalia Janeth	5/22/2025	$22.00
TP-01106-2025	261109	Lopez, Idalia Janeth	4/23/2025	$55.00
2025-578399	261232	Morgan, Rotirus	4/16/2025	$490.28
2025-577445	261256	Martinez, Jaime Ibarra	4/2/2025	$48.85
2025-580610	261318	Burnett, Tia Wanna Anaissja	5/29/2025	$89.61
2025-578496	261332	Alvarado, Abelardo	4/22/2025	$93.33
2025-580298	261332	Alvarado, Abelardo	5/21/2025	$120.00
2025-581990	261332	Alvarado, Abelardo	6/18/2025	$120.00
2025-579561	261342	Bogema, Layton Avery	5/12/2025	$33.63
2025-581559	261367	Hale, Makyule Krestian	6/12/2025	$40.00
OP-00617-2025	261437	Donaldson, Lauren	6/13/2025	$91.56
OP-00485-2025	261472	DeLeon, Brian	4/23/2025	$50.00

OP-00592-2025	261472	DeLeon, Brian	5/31/2025	$50.00
2025-578029	261477	Goodall, Melody Jonee	4/9/2025	$300.00
2025-577510	261533	Fernandez, Angel	4/3/2025	$58.33
2025-579146	261533	Fernandez, Angel	5/2/2025	$58.33
2025-581584	261533	Fernandez, Angel	6/12/2025	$58.33
2025-581659	261541	Hensley, Jon Michael, II	6/13/2025	$200.00
2025-581555	261660	Roy, Elton	6/12/2025	$200.00
2025-580442	261762	Criddle, Christian Maurice	5/27/2025	$43.00
2025-581971	261762	Criddle, Christian Maurice	6/18/2025	$50.00
2025-577813	261766	Claiborne, Charmisha	4/8/2025	$218.74
2025-579991	261766	Claiborne, Charmisha	5/16/2025	$87.51
2025-579827	261803	Cason, Jacquelyn	5/14/2025	$251.66
2025-580931	261841	Kelly, Stephen	6/4/2025	$110.05
TP-01215-2025	261841	Kelly, Stephen	5/2/2025	$93.95
2025-578376	261855	Shotts, Collin Gage	4/16/2025	$200.00
2025-579267	261935	Wiley, Christian Dowell	5/6/2025	$50.00
2025-580923	261935	Wiley, Christian Dowell	6/3/2025	$94.83
2025-578483	261958	Grissom, Michelle	4/22/2025	$55.71
2025-579761	261958	Grissom, Michelle	5/13/2025	$68.57
2025-580745	261958	Grissom, Michelle	6/1/2025	$60.00
2025-582523	261958	Grissom, Michelle	6/27/2025	$48.85
2025-579090	262091	Navarro, Mia Marie Eloisa	5/1/2025	$46.00
2025-581288	262109	Devance, Marcus Ali	6/10/2025	$69.38
2025-580813	262242	Garza, Xavier	6/2/2025	$71.11
TP-01177-2025	262242	Garza, Xavier	5/1/2025	$88.89
2025-580661	262379	Simon, Gregory	5/29/2025	$42.40
2025-579130	262390	Cooksey, Harry Ethan	5/2/2025	$193.64
2025-578159	262394	Garcia, Liliana	4/11/2025	$50.91
2025-582405	262394	Garcia, Liliana	6/26/2025	$100.00
TP-01460-2025	262394	Garcia, Liliana	5/16/2025	$107.27
2025-578481	262462	Ardoin, Jarrold	4/17/2025	$100.62
2025-580366	262462	Ardoin, Jarrold	5/22/2025	$100.63
2025-582358	262462	Ardoin, Jarrold	6/26/2025	$100.62
2025-578845	262478	Bryant, Beyonce Nichole	4/28/2025	$200.00
2025-579463	262492	Guzman, Juan Manuel	5/9/2025	$1.82
2025-580926	262492	Guzman, Juan Manuel	6/3/2025	$90.91
2025-582323	262558	Mack, Tommie Christopher	6/25/2025	$300.00
2025-580149	262567	Howard, Delwana	5/19/2025	$36.86
2025-581663	262567	Howard, Delwana	6/13/2025	$85.71
TP-01147-2025	262597	Latiolais, Sarah Ashley	4/28/2025	$225.83
2025-577641	262735	Zapata, Antonio	4/7/2025	$148.00
2025-577633	262864	Garcia, Tammy Annette	4/7/2025	$250.00
2025-578888	262958	Blanco, Jose Eduardo	4/28/2025	$73.00
2025-581564	262958	Blanco, Jose Eduardo	6/12/2025	$200.00
2025-578460	262963	Labeth, Cheyenne Louise	4/17/2025	$50.00
2025-580363	262963	Labeth, Cheyenne Louise	5/22/2025	$50.00
2025-582263	262963	Labeth, Cheyenne Louise	6/24/2025	$50.00

2025-577435	262972	Cooper, Gwendolyn Anoinette	4/2/2025	$37.68
2025-580285	262989	Orchard, Jonathan	5/21/2025	$58.40
2025-580119	262998	Washington, Jasmere D	5/19/2025	$48.00
2025-579096	263093	McCloud, Quraun	5/1/2025	$96.00
2025-580269	263093	McCloud, Quraun	5/21/2025	$204.00
2025-578502	263109	Addison, Donta Leal	4/22/2025	$57.00
2025-580148	263109	Addison, Donta Leal	5/19/2025	$143.00
2025-578911	263144	Cruz, Gerardo	4/29/2025	$89.09
2025-581131	263144	Cruz, Gerardo	6/6/2025	$72.73
2025-581310	263162	Estrada, Ramiro Moctezuma Finbi	6/10/2025	$177.62
2025-578961	263180	Ramirez, Veronica	4/30/2025	$39.75
2025-582096	263180	Ramirez, Veronica	6/20/2025	$39.75
TP-01459-2025	263180	Ramirez, Veronica	5/16/2025	$36.00
2025-578942	263292	Prince, Darryl	4/29/2025	$50.00
2025-580817	263292	Prince, Darryl	6/2/2025	$116.44
2025-579325	263305	West, Jason	5/7/2025	$23.33
2025-580416	263305	West, Jason	5/23/2025	$476.67
2025-580262	263348	Battley, Keithen Troy Onazie, Jr.	5/21/2025	$98.00
2025-580713	263348	Battley, Keithen Troy Onazie, Jr.	5/30/2025	$103.00
2025-578482	263455	Reed, Shawn	4/22/2025	$20.00
2025-581953	263455	Reed, Shawn	6/18/2025	$149.00
2025-578465	263555	Kirk, Veronica Beth	4/17/2025	$133.00
TP-01549-2025	263559	Sanchez-Luna, Luis Alberto	5/30/2025	$83.00
TP-01550-2025	263559	Sanchez-Luna, Luis Alberto	5/30/2025	$85.00
2025-580261	263610	Keith, Ty Sheldon	5/21/2025	$7.88
2025-579956	263618	Renteria, Jaime	5/15/2025	$23.00
2025-581557	263618	Renteria, Jaime	6/12/2025	$77.00
2025-579210	263661	Lazo, Elmer Ventura	5/5/2025	$118.00
2025-580807	263661	Lazo, Elmer Ventura	6/2/2025	$58.45
2025-577695	263679	Montoya, Gloria	4/7/2025	$43.00
2025-581064	263679	Montoya, Gloria	6/5/2025	$50.00
TP-01217-2025	263679	Montoya, Gloria	5/2/2025	$50.00
2025-577523	263693	Robledo Sanchez, Jesus	4/3/2025	$85.72
2025-578772	263693	Robledo Sanchez, Jesus	4/25/2025	$105.42
2025-578773	263693	Robledo Sanchez, Jesus	4/25/2025	$144.86
2025-579560	263699	Pacheco Arguello, Cristian Jessie	5/12/2025	$300.12
2025-580607	263712	Williams, Adrian Donell	5/29/2025	$200.00
2025-579443	263739	Johnson, Kaneisha	5/9/2025	$250.00
2025-577687	263771	Murray, Shanna Jade	4/7/2025	$58.40
2025-577721	263782	Luna, Destiny	4/8/2025	$5.83
2025-580406	263782	Luna, Destiny	5/23/2025	$73.33
2025-581424	263782	Luna, Destiny	6/12/2025	$73.33
2025-578841	263803	Galeana, Javier	4/28/2025	$200.00
2025-580915	263853	Ortiz Zermeno, Mayra Lizeth	6/3/2025	$43.00
2025-580863	263884	Castillo, Mayra Abigail	6/3/2025	$122.11
2025-581296	264054	Villacorta, Douglas	6/10/2025	$2.40
2025-581747	264054	Villacorta, Douglas	6/16/2025	$80.00

2025-580155	264074	Cruz Rodriguez, Maria	5/19/2025	$36.86
2025-581974	264074	Cruz Rodriguez, Maria	6/18/2025	$85.71
2025-577663	264083	Garcia Garcia, Santiago Alfredo	4/7/2025	$200.00
2025-577400	264096	Guidry, Jason	4/2/2025	$163.00
2025-579628	264096	Guidry, Jason	5/13/2025	$202.00
OP-00614-2025	264104	Leal, Timothy James	6/12/2025	$10.83
2025-581136	264108	Murphy, Morris	6/6/2025	$101.40
2025-580282	264136	Arias Cazarez, Francisco	5/21/2025	$89.78
2025-582221	264136	Arias Cazarez, Francisco	6/23/2025	$106.67
2025-578859	264144	Robinson, Jazzmond	4/28/2025	$500.00
2025-577690	264153	Sardina, Jose Guadalupe	4/7/2025	$562.50
2025-577692	264153	Sardina, Jose Guadalupe	4/7/2025	$937.50
TP-01131-2025	264179	Martinez, Mario Rosales	4/28/2025	$300.00
2025-581259	264206	Mendoza Alejos, Jose Juan	6/9/2025	$168.00
2025-579866	264267	Alvarez, Nicolas	5/14/2025	$250.00
2025-581704	264362	Banda, Jesus	6/16/2025	$350.00
2025-579946	264371	Saldivar, Toni Denise	5/15/2025	$13.00
2025-581976	264371	Saldivar, Toni Denise	6/18/2025	$90.00
2025-579556	264413	Foy, Rion	5/12/2025	$208.00
2025-578863	264431	Turner, Blake	4/28/2025	$6.67
2025-578865	264431	Turner, Blake	4/28/2025	$248.34
2025-579534	264502	Sueing, Donnell	5/12/2025	$300.00
2025-579532	264506	Stanfield, Kevin Michael	5/12/2025	$54.50
2025-579541	264510	Ribeiro, Nigel	5/12/2025	$300.00
2025-577476	264524	Putman, Elisha	4/3/2025	$58.00
2025-578379	264524	Putman, Elisha	4/16/2025	$43.00
2025-578190	264590	Ramirez, Brandy Rae	4/11/2025	$82.00
2025-580378	264590	Ramirez, Brandy Rae	5/23/2025	$83.00
2025-581705	264629	Hunter, Makaylah	6/16/2025	$2.00
2025-581706	264629	Hunter, Makaylah	6/16/2025	$298.00
2025-580788	264633	Hall, Angela Renee	6/2/2025	$213.00
2025-581536	264663	Onwuchekwa, Okezie	6/12/2025	$500.00
2025-579908	264676	Akinsuroju, Lavarria	5/15/2025	$250.00
2025-579511	264684	Campbell, Denzel	5/12/2025	$300.00
2025-577404	264742	Jimenez-Dominguez, Jose Cruz	4/2/2025	$251.14
2025-579083	264742	Jimenez-Dominguez, Jose Cruz	5/1/2025	$348.86
2025-579265	264767	Garcia, Hugo	5/6/2025	$11.38
2025-581563	264767	Garcia, Hugo	6/12/2025	$52.50
2025-581940	264787	Dunlap, Ayanna	6/18/2025	$33.43
2025-578998	264816	Gregory, Edwin Leo	4/30/2025	$528.01
TP-00935-2025	264816	Gregory, Edwin Leo	4/10/2025	$271.99
2025-582360	264824	Lara, Martin	6/26/2025	$65.00
2025-580794	264834	Martinez, Michaelle	6/2/2025	$8.00
2025-580795	264834	Martinez, Michaelle	6/2/2025	$192.00
2025-578381	264944	Jensen, James Nicholas	4/16/2025	$200.00
2025-580789	264948	Poe, Timothy	6/2/2025	$200.00
2025-578731	265009	Saladyga, Todd	4/24/2025	$507.00

2025-577403	265044	Martinez, Miguel	4/2/2025	$100.00
2025-580791	265074	Perry, Benjamin Calvin	6/2/2025	$300.00
2025-582559	265241	Tangedahl, Michael Gene	6/30/2025	$200.00
2025-578328	265252	Obryant, Khemistry Aulivya	4/15/2025	$500.00
2025-578665	265259	Ospina, Raul	4/24/2025	$500.00
2025-578292	265318	Martinez, Mauricio, Jr.	4/15/2025	$100.00
2025-582035	265364	Nichols, Bren	6/19/2025	$250.00
2025-582599	265366	Ray, Cory	6/30/2025	$300.00
2025-580250	265380	Ali, Khizar	5/21/2025	$500.00
2025-580251	265381	Ali, Ammar	5/21/2025	$500.00
2025-579925	265456	Perry, Dylan	5/15/2025	$100.00
2025-579913	265477	Williams, Chauncey Rashad	5/15/2025	$308.00
2025-581153	265579	Maria- Navarrete, Nicolas	6/8/2025	$5.25
2025-578291	265697	Peters, George	4/15/2025	$500.00
2025-577808	265722	Zuniga, Marilyn Ivette	4/8/2025	$300.00
2025-580609	265843	McWashington, Marlon Ray	5/29/2025	$100.00
2025-578295	265847	Thai, Binh Khanh	4/15/2025	$300.00
2025-581748	265878	Garcia, Victor	6/16/2025	$27.50
2025-577343	265899	Leos, Ian Stephan	4/1/2025	$250.00
2025-581470	265936	Wamalwa, Lenny	6/12/2025	$300.00
2025-577337	265968	Rambo, James Brian	4/1/2025	$200.00
2025-578326	265987	Simien-Eagleton, Regina	4/15/2025	$800.00
2025-578327	265995	Slocum, Tieler	4/15/2025	$200.00
2025-578350	266007	Thompson, Charles Anthony	4/16/2025	$200.00
2025-582303	266131	Brown, Devin Christopher	6/25/2025	$200.00
2025-582308	266225	Davis, Treveal Edward	6/25/2025	$100.00
2025-577650	266230	Estrada, Gabriel	4/7/2025	$300.00
2025-577694	266449	McKoin, Gage	4/7/2025	$100.00
2025-580260	266450	Scalf Edwards, Cynthia	5/21/2025	$500.00
2025-580255	266477	Laird, Terry	5/21/2025	$250.00
2025-580479	266482	Galeana Morales, Adrain	5/27/2025	$172.50
2025-581337	266698	Saulsberry, Clifton	6/11/2025	$400.00
2025-579036	266710	Rios, Cristian	5/1/2025	$50.00
2025-580081	266714	Rodriguez, Joseph Antonio	5/17/2025	$300.00
2025-581346	266760	Chabaud, Russell	6/11/2025	$500.00
2025-580257	266765	Delgado, Agustin Jaime	5/21/2025	$300.00
2025-579044	266850	Sagredo, Ricardo	5/1/2025	$200.00
2025-581344	266942	McCaffrey, Travis	6/11/2025	$500.00
2025-580196	266957	Leija, Anselmo	5/20/2025	$200.00
2025-582249	267092	Velasquez Simion, Aura	6/24/2025	$200.00
2025-582250	267163	Haag, Mark Stephen	6/24/2025	$200.00
2025-582041	267490	Saavedra Garcia, Maria Edith	6/19/2025	$200.00
TP-00920-2025	247227	Perez, Genaro, III	4/10/2025	$7.41
TP-01591-2025	247227	Perez, Genaro, III	6/4/2025	$7.41
TP-01202-2025	249500	Profitte, Taylor	5/2/2025	$37.50
2025-580254	250457	Henderson, Alex	5/21/2025	$6.95
2025-581920	250457	Henderson, Alex	6/18/2025	$7.64

TP-01196-2025	252061	Contreras-Torres, Miguel Angel	5/1/2025	$120.84
2025-581590	252300	Parker, India	6/13/2025	$100.00
2025-578130	254986	Reed-Bruening, Heather Jo	4/11/2025	$203.34
2025-578971	255037	Murshed, Faisal	4/30/2025	$428.07
2025-578972	255037	Murshed, Faisal	4/30/2025	$71.93
2025-580222	255748	Delgado, Kathie Lee	5/20/2025	$94.00
2025-582136	255748	Delgado, Kathie Lee	6/20/2025	$30.00
2025-578860	256190	Fernandez, Monica Alysse	4/28/2025	$300.00
2025-580283	256470	Rodriguez, Juan, Jr.	5/21/2025	$343.00
2025-582032	256648	Gracia, Eleuterio Orlando	6/19/2025	$97.73
2025-580872	257057	SALINAS, CRISTIAN	6/3/2025	$88.89
TP-01222-2025	257057	SALINAS, CRISTIAN	5/2/2025	$111.11
TP-01045-2025	257198	Mackey, Lamar D, Jr.	4/21/2025	$68.00
TP-01166-2025	257198	Mackey, Lamar D, Jr.	5/1/2025	$73.60
2025-578451	257264	Bonner, Marcus Dwayne	4/17/2025	$700.00
2025-578486	257466	Ortega Soto, Isack E	4/22/2025	$71.11
2025-579995	257466	Ortega Soto, Isack E	5/16/2025	$71.11
2025-581763	257466	Ortega Soto, Isack E	6/16/2025	$71.11
2025-578105	257879	Albritton, Mitchell Lane	4/10/2025	$2.50
TP-01213-2025	257879	Albritton, Mitchell Lane	5/2/2025	$83.33
OP-00436-2025	258009	St Cyr, Michaela Brandi	4/9/2025	$100.00
OP-00450-2025	258009	St Cyr, Michaela Brandi	4/14/2025	$108.13
2025-578242	258023	Maldonado, Joseph	4/14/2025	$115.56
2025-580828	258023	Maldonado, Joseph	6/2/2025	$231.11
2025-581304	258042	Payne, Marquis Sinese	6/10/2025	$500.00
2025-577594	258218	Sparks, Christopher	4/4/2025	$300.00
2025-582174	258351	Mitchell, Mandi Michelle	6/23/2025	$253.00
2025-582175	258351	Mitchell, Mandi Michelle	6/23/2025	$447.00
2025-578728	258894	Pena, Mariela	4/24/2025	$98.87
2025-580572	258894	Pena, Mariela	5/28/2025	$98.87
2025-581947	258894	Pena, Mariela	6/18/2025	$147.00
2025-582169	259029	Adams, Clay	6/23/2025	$300.00
2025-580220	259239	Cruz Magana, Juan	5/20/2025	$402.50
TP-01005-2025	259239	Cruz Magana, Juan	4/16/2025	$103.25
2025-578922	259244	Jones, Jonathan Scott	4/29/2025	$397.00
2025-580434	259396	Goebel, Skyler Rae	5/27/2025	$361.75
TP-01268-2025	259396	Goebel, Skyler Rae	5/5/2025	$250.00
2025-578257	259442	Hodge, Brandi	4/14/2025	$83.33
2025-580825	259442	Hodge, Brandi	6/2/2025	$93.34
2025-578499	259446	Curl, Emily Joy	4/22/2025	$44.29
TP-01462-2025	259464	Foster, Jarrod	5/16/2025	$80.00
2025-578608	259471	Bramblett, Edward	4/23/2025	$250.00
2025-582133	259476	Bazile, Gary Jerome	6/20/2025	$98.77
TP-01303-2025	259476	Bazile, Gary Jerome	5/8/2025	$100.00
2025-580510	259545	Lopez Del Toro, Rudisnel	5/27/2025	$160.00
2025-582123	259545	Lopez Del Toro, Rudisnel	6/20/2025	$427.00
2025-582168	259637	Briggs, Krystal	6/23/2025	$500.00

TP-00989-2025	259726	Bellville, James	4/15/2025	$87.50
TP-01357-2025	259747	Boyd, Elizabeth	5/12/2025	$159.16
2025-577609	259820	Kellogg, Preston Thomas	4/4/2025	$41.67
2025-581134	259820	Kellogg, Preston Thomas	6/6/2025	$33.33
2025-582125	259820	Kellogg, Preston Thomas	6/20/2025	$26.67
TP-01211-2025	259820	Kellogg, Preston Thomas	5/2/2025	$125.00
TP-01425-2025	259841	Cabaniss, Brendan Richard Lynn	5/13/2025	$13.00
2025-581044	259931	Thompson, Latracie	6/5/2025	$300.00
2025-577600	259974	Trejo, Christopher	4/4/2025	$37.33
2025-582172	260041	Boyd, Kaleb	6/23/2025	$51.56
2025-580508	260059	Garrett, Meagan Michelle	5/27/2025	$262.00
2025-582558	260078	Jones, Stephanie	6/30/2025	$800.00
2025-577432	260158	Thomas, Phoenix C	4/2/2025	$44.44
2025-579572	260158	Thomas, Phoenix C	5/12/2025	$71.11
2025-580821	260158	Thomas, Phoenix C	6/2/2025	$80.01
2025-581059	260158	Thomas, Phoenix C	6/5/2025	$53.33
2025-579910	260162	Isaacson, Parker	5/15/2025	$1,000.00
2025-578621	260174	Paredes-Gonzalez, Yonaly	4/23/2025	$89.08
2025-580470	260174	Paredes-Gonzalez, Yonaly	5/27/2025	$125.45
2025-582320	260174	Paredes-Gonzalez, Yonaly	6/25/2025	$190.92
OP-00623-2025	260264	Parker, Cherra	6/16/2025	$8.89
2025-578378	260297	Gregory, Michael	4/16/2025	$59.17
2025-580516	260373	Roberts, Sarah	5/27/2025	$21.50
OP-00461-2025	260468	Ontiveros, Janet Jocelin	4/17/2025	$783.04
OP-00544-2025	260468	Ontiveros, Janet Jocelin	5/9/2025	$16.96
2025-579048	260490	Anderson-Ellenbrook, Dustin	5/1/2025	$228.00
2025-581286	260521	Baldwin, Taylin Aimee	6/10/2025	$181.00
2025-579011	260544	Nieto, Kayla Marie	4/30/2025	$115.55
2025-580829	260544	Nieto, Kayla Marie	6/2/2025	$88.89
2025-581675	260572	Cavazos, Wendy Dawn	6/13/2025	$88.89
2025-582337	260572	Cavazos, Wendy Dawn	6/25/2025	$401.78
TP-01265-2025	260572	Cavazos, Wendy Dawn	5/5/2025	$88.89
OP-00452-2025	260614	Rodriguez, Darlene	4/15/2025	$2.72
2025-580741	260666	Clark, Lionell La Roy	5/31/2025	$303.00
2025-581295	260674	Uribe, Maria De Los Angeles	6/10/2025	$347.00
OP-00570-2025	260707	Bazile, Maison Ashton	5/21/2025	$43.00
OP-00571-2025	260708	Bazile, Maison Ashton	5/21/2025	$50.00
2025-578712	260850	Mejia, Priscilla	4/24/2025	$23.00
2025-578776	260968	Branch, James Craig	4/25/2025	$77.00
2025-580911	260968	Branch, James Craig	6/3/2025	$623.00
2025-578489	261041	Moss, Christopher L	4/22/2025	$111.11
2025-580065	261041	Moss, Christopher L	5/16/2025	$111.11
2025-580833	261041	Moss, Christopher L	6/2/2025	$194.67
2025-581662	261041	Moss, Christopher L	6/13/2025	$111.11
2025-582128	261041	Moss, Christopher L	6/20/2025	$69.33
2025-580078	261051	Ricca, Travis Lane	5/16/2025	$43.34
2025-578437	261098	Bockel, Dawson	4/17/2025	$300.00

2025-578215	261102	Hunter, Tisha	4/14/2025	$179.50
2025-578258	261106	Lee, Preston Wayne, Jr.	4/14/2025	$200.00
2025-580082	261114	Mesecke, Matthew Marvin	5/18/2025	$29.17
2025-580966	261114	Mesecke, Matthew Marvin	6/4/2025	$112.50
2025-577489	261204	Dobbs, Crystal	4/3/2025	$1,200.00
2025-582538	261227	Walker, Francis Abron, Jr.	6/30/2025	$202.67
2025-580583	261343	Bolton, Cory Scott	5/29/2025	$137.00
TP-00928-2025	261343	Bolton, Cory Scott	4/10/2025	$40.00
2025-579919	261364	Garza, Alice Soria	5/15/2025	$600.00
2025-579953	261381	Torres Armendariz, Sebastian	5/15/2025	$78.22
2025-581955	261381	Torres Armendariz, Sebastian	6/18/2025	$133.33
2025-580062	261385	Simpson, Destiny	5/16/2025	$128.57
2025-581243	261385	Simpson, Destiny	6/9/2025	$128.58
TP-01094-2025	261385	Simpson, Destiny	4/23/2025	$128.57
2025-578467	261391	Trevino, Jose Angel, Jr.	4/17/2025	$71.11
2025-579569	261391	Trevino, Jose Angel, Jr.	5/12/2025	$80.00
2025-581721	261491	Castro Serrano, Rogelio Patricio	6/16/2025	$500.00
2025-581719	261492	Medina-Martinez, Eneri Estrella	6/16/2025	$500.00
2025-578816	261538	Guerra, Tyson Edward	4/25/2025	$56.00
2025-579132	261716	Bunte, Brandy Michelle	5/2/2025	$81.82
2025-580517	261716	Bunte, Brandy Michelle	5/27/2025	$81.82
2025-582109	261716	Bunte, Brandy Michelle	6/20/2025	$80.00
2025-577618	261729	Montiagudo-Caceres, Andy	4/4/2025	$14.57
2025-579461	261729	Montiagudo-Caceres, Andy	5/9/2025	$178.29
2025-582577	261779	Cruz Rivera, Kevin	6/30/2025	$500.00
2025-578545	261861	Yin, Chandara	4/22/2025	$80.00
2025-580704	261861	Yin, Chandara	5/30/2025	$186.40
2025-580064	261915	Wilson, Edtricee Leenette	5/16/2025	$246.22
2025-581133	261955	Williams, Renee Marie	6/6/2025	$80.00
2025-578694	262028	Flowers, Jarie Antelle	4/24/2025	$200.00
2025-578322	262110	Diaz, Wilfredo E	4/15/2025	$534.00
TP-01066-2025	262110	Diaz, Wilfredo E	4/22/2025	$30.50
2025-582526	262123	Rincon, Fernando	6/28/2025	$68.00
2025-578674	262147	Mayon, Darliska	4/24/2025	$357.27
2025-578680	262147	Mayon, Darliska	4/24/2025	$642.73
2025-579906	262179	Conahan, Caitlin Erin	5/15/2025	$164.57
2025-581146	262179	Conahan, Caitlin Erin	6/7/2025	$85.71
2025-582302	262179	Conahan, Caitlin Erin	6/25/2025	$158.57
OP-00637-2025	262243	Hollingsworth, Shane	6/23/2025	$400.00
2025-582492	262316	Allen, Jaylon Robert	6/27/2025	$198.00
TP-01116-2025	262316	Allen, Jaylon Robert	4/25/2025	$105.00
TP-01535-2025	262316	Allen, Jaylon Robert	5/28/2025	$29.00
TP-01607-2025	262316	Allen, Jaylon Robert	6/6/2025	$100.00
2025-579526	262366	Washington, Dondrick Earl	5/12/2025	$300.00
2025-578836	262455	Celedon, Juan Everardo	4/28/2025	$98.00
2025-578837	262455	Celedon, Juan Everardo	4/28/2025	$114.00
2025-578554	262475	Bustamante, Uriel Adolfo	4/22/2025	$176.00

2025-581941	262475	Bustamante, Uriel Adolfo	6/18/2025	$176.00
2025-577512	262518	Polk, Bryson Deon	4/3/2025	$57.78
2025-578462	262518	Polk, Bryson Deon	4/17/2025	$57.77
2025-579134	262518	Polk, Bryson Deon	5/2/2025	$57.78
2025-579948	262518	Polk, Bryson Deon	5/15/2025	$53.33
2025-580667	262518	Polk, Bryson Deon	5/29/2025	$115.56
2025-581658	262518	Polk, Bryson Deon	6/13/2025	$53.34
2025-578810	262548	Woods, Rashad Darnell	4/25/2025	$91.82
2025-580749	262548	Woods, Rashad Darnell	6/2/2025	$84.54
2025-581109	262576	Casal-Morales, Angel Paul	6/6/2025	$308.00
2025-581110	262576	Casal-Morales, Angel Paul	6/6/2025	$292.00
TP-00849-2025	262602	Meis, Maycee Nichole	4/4/2025	$444.44
TP-01309-2025	262602	Meis, Maycee Nichole	5/8/2025	$264.00
2025-579343	262619	Josey, Ronnie	5/8/2025	$224.57
2025-579968	262638	Davila, Abraham	5/16/2025	$124.44
2025-582122	262638	Davila, Abraham	6/20/2025	$88.89
2025-582180	262774	Canales Pacheco, Juan	6/23/2025	$250.00
2025-579936	263114	Bailey, Brittany Felisse	5/15/2025	$300.00
2025-578532	263163	Castellano, Casimiro Robert	4/22/2025	$300.00
2025-581913	263190	Ryce, Randi Lavon	6/17/2025	$300.00
2025-578449	263222	Hartmann, Trinity Alise	4/17/2025	$600.00
2025-579911	263271	Marshall, Zachary	5/15/2025	$200.00
2025-578476	263275	Machado, Amador	4/17/2025	$67.00
2025-581373	263275	Machado, Amador	6/11/2025	$100.00
2025-582130	263294	Perez, Ryan	6/20/2025	$129.25
2025-580781	263380	Solis, Melissa Guerrero	6/2/2025	$18.00
2025-582039	263499	Dunlap, Jacob Alexander	6/19/2025	$400.00
2025-582229	263537	Garcia-Garcia, Jose Martin	6/23/2025	$68.58
TP-01525-2025	263537	Garcia-Garcia, Jose Martin	5/27/2025	$16.29
2025-578692	263552	Jeffers, Jermine Mccraig	4/24/2025	$308.00
2025-578693	263552	Jeffers, Jermine Mccraig	4/24/2025	$292.00
2025-578439	263653	Bourgeois, Damon	4/17/2025	$250.00
2025-577430	263672	Mahoney, Charles W	4/2/2025	$111.11
2025-580753	263672	Mahoney, Charles W	6/2/2025	$111.11
TP-01218-2025	263672	Mahoney, Charles W	5/2/2025	$124.44
2025-579573	263676	Millan, Anthony Diego	5/12/2025	$222.22
2025-581377	263676	Millan, Anthony Diego	6/11/2025	$191.11
2025-582574	263741	Thomas, Anthony	6/30/2025	$250.00
2025-577682	263755	Thompson, Cameron	4/7/2025	$85.00
2025-579564	263755	Thompson, Cameron	5/12/2025	$85.00
2025-581254	263755	Thompson, Cameron	6/9/2025	$85.00
2025-577438	263783	Martinez, Marcos	4/2/2025	$1,000.00
2025-580438	263827	Pena Mendoza, Demetrio	5/27/2025	$15.83
2025-579905	263962	Rivera, Emma	5/15/2025	$200.00
2025-578727	264055	Vieira, Noah James	4/24/2025	$5.00
2025-580319	264055	Vieira, Noah James	5/22/2025	$55.00
2025-582089	264055	Vieira, Noah James	6/20/2025	$65.00

2025-582040	264097	Halliburton, Joseph Ardell	6/19/2025	$800.00
2025-582560	264105	Levi, Kristopher Tyrek	6/30/2025	$400.00
2025-580903	264141	Enriquez, Aeneas	6/3/2025	$79.72
2025-582578	264141	Enriquez, Aeneas	6/30/2025	$85.72
2025-582380	264154	Schraven, Collin Anthony	6/26/2025	$800.00
2025-578320	264275	Ceballos, Yazmin	4/15/2025	$19.71
2025-580507	264275	Ceballos, Yazmin	5/27/2025	$128.57
2025-581660	264275	Ceballos, Yazmin	6/13/2025	$128.57
2025-578606	264356	Piper, Dezire Shanice	4/23/2025	$250.00
2025-582557	264415	Garcia, Victoria Marie	6/30/2025	$400.00
2025-578440	264507	Turrubiartes, Jose	4/17/2025	$1,000.00
2025-579093	264511	Ramirez, Efren	5/1/2025	$200.00
2025-578855	264532	Lawson, Ashney Nicole	4/28/2025	$600.00
2025-580900	264566	Conway, Marcus Allen	6/3/2025	$91.56
2025-582494	264566	Conway, Marcus Allen	6/27/2025	$66.67
2025-578638	264689	Enriquez, Angel Rae	4/23/2025	$1,000.00
2025-578564	264788	Dearen, Michael	4/22/2025	$400.00
2025-580151	264829	Luna, Zachary	5/19/2025	$100.00
TP-01065-2025	264829	Luna, Zachary	4/22/2025	$100.00
2025-578688	264833	Mancia-Rodriguez, Jose Manuel	4/24/2025	$1,000.00
2025-578683	264853	Jaramillo, Armando	4/24/2025	$800.00
2025-580370	264863	Valenzuela, Monica	5/22/2025	$44.44
2025-581108	264920	Delgado, Carlos Santiago	6/6/2025	$1,000.00
2025-581616	264934	Clarke, Erick Remon	6/13/2025	$200.00
2025-581617	264935	Clarke, Erick Remon	6/13/2025	$200.00
2025-579052	264940	Prieto, Marcos	5/1/2025	$180.00
2025-580752	265023	Saenz, Antonio	6/2/2025	$3.00
2025-582339	265023	Saenz, Antonio	6/25/2025	$65.00
2025-578703	265040	Scott, Trini Dominic	4/24/2025	$500.00
2025-581057	265402	Morales Resendiz, Jose	6/5/2025	$78.22
2025-578623	265599	Harper, Robert	4/23/2025	$45.45
2025-580063	265599	Harper, Robert	5/16/2025	$181.82
2025-581130	265599	Harper, Robert	6/6/2025	$86.36
2025-582124	265599	Harper, Robert	6/20/2025	$99.99
2025-581610	265619	Muirheid, Klayton	6/13/2025	$300.00
2025-578609	265711	Perez, Nicolas	4/23/2025	$300.00
2025-582527	265797	Davis, Hayle Dupree	6/28/2025	$400.00
2025-582419	265858	Gutierrez, Ariana	6/26/2025	$28.00
2025-582422	265859	Gutierrez, Christian	6/26/2025	$28.00
2025-581611	265906	Lara Rosa, Emiliano	6/13/2025	$400.00
2025-582582	265922	Vassallo, Roland Charles	6/30/2025	$800.00
2025-582044	265974	Richardson, Lajessia Ann	6/19/2025	$200.00
2025-581620	265978	Rogers, Coby	6/13/2025	$800.00
2025-579918	266016	Tyson, Kourtenie	5/15/2025	$200.00
2025-581026	266315	Lloyd, Phil Andrew, Jr.	6/5/2025	$2,000.00
2025-582373	266320	Mansfield, Brendan	6/26/2025	$200.00
2025-582043	266374	Kimbel, Montrel	6/19/2025	$250.00

2025-581032	266392	Maresh, Tyler Chase	6/5/2025	$200.00
2025-578213	266408	Elledge, Samuel David	4/14/2025	$250.00
2025-582036	267076	Luna, Ramon	6/19/2025	$500.00
2025-579865	242714	Brown, Briahna Che	5/14/2025	$50.00
2025-578550	245026	Tucker, Jessica Rose	4/22/2025	$108.00
TP-01056-2025	245026	Tucker, Jessica Rose	4/22/2025	$92.00
2025-581539	250391	Bonilla, Alfredo	6/12/2025	$500.00
2025-578178	250528	Gonzales, Blanca	4/11/2025	$83.33
2025-581657	250528	Gonzales, Blanca	6/13/2025	$83.33
2025-582372	250528	Gonzales, Blanca	6/26/2025	$61.67
TP-01323-2025	250528	Gonzales, Blanca	5/8/2025	$166.67
TP-00807-2025	251755	Edwards, Kimberly Marie	4/1/2025	$13.89
TP-01240-2025	251755	Edwards, Kimberly Marie	5/4/2025	$13.89
TP-01576-2025	251755	Edwards, Kimberly Marie	6/3/2025	$13.87
2025-577816	253763	Sanchez, Adrian Luis	4/8/2025	$35.27
2025-578218	254362	Mata, David	4/14/2025	$100.00
2025-581197	255052	Brown, Daryius Donte	6/9/2025	$200.00
2025-578964	255919	Carrillo Garcia, Nery Osman	4/30/2025	$227.09
OP-00466-2025	256396	Pittman, Aaron Michael	4/19/2025	$83.14
OP-00494-2025	256396	Pittman, Aaron Michael	4/26/2025	$77.14
OP-00495-2025	256396	Pittman, Aaron Michael	4/26/2025	$77.14
OP-00519-2025	256396	Pittman, Aaron Michael	5/2/2025	$102.85
TP-01463-2025	257025	Cantu Martinez, Graciella Alicia	5/16/2025	$3.00
2025-580980	257074	Titus, Phillip	6/4/2025	$1,000.00
2025-582057	257616	Smith, Kevin Leon, Jr.	6/19/2025	$5.00
TP-01087-2025	257616	Smith, Kevin Leon, Jr.	4/23/2025	$5.00
TP-01336-2025	257616	Smith, Kevin Leon, Jr.	5/9/2025	$10.00
2025-577429	258103	Hammon, Heather Lee	4/2/2025	$85.00
2025-578473	258103	Hammon, Heather Lee	4/17/2025	$29.50
2025-579430	258223	Talley, Tealya Michelle	5/9/2025	$300.00
2025-577350	258340	Hall, Kenneth Lee	4/1/2025	$155.50
TP-01104-2025	258611	Navarro, Tiffanie Celeste	4/23/2025	$40.00
TP-01151-2025	258611	Navarro, Tiffanie Celeste	4/28/2025	$27.00
2025-578842	258831	Gomez, Jose	4/28/2025	$300.00
2025-577448	258860	Robey, Caryn	4/2/2025	$135.83
2025-580744	258879	Geraci, Taylor	5/31/2025	$166.66
OP-00425-2025	258879	Geraci, Taylor	4/5/2025	$162.51
2025-580647	258890	Murphy, Aaron Jason	5/29/2025	$77.57
2025-581128	258890	Murphy, Aaron Jason	6/6/2025	$322.43
2025-578176	258976	Toscano, Cooper	4/11/2025	$100.00
2025-580426	258976	Toscano, Cooper	5/24/2025	$172.00
2025-578485	258980	Wilson, Richard Owen	4/22/2025	$92.31
2025-580423	258980	Wilson, Richard Owen	5/23/2025	$164.30
2025-578395	259212	Maldonado-Nunez, Angela	4/16/2025	$100.00
2025-580147	259212	Maldonado-Nunez, Angela	5/19/2025	$100.00
2025-581294	259212	Maldonado-Nunez, Angela	6/10/2025	$100.00
2025-578815	259458	Ferguson, Ricky Lynn, Jr.	4/25/2025	$44.17

2025-578259	259521	Coronado, Julissa Aubree	4/14/2025	$55.00
2025-579268	259521	Coronado, Julissa Aubree	5/6/2025	$55.00
2025-580664	259624	Karvelsson, Robert	5/29/2025	$264.70
2025-580927	259902	Castillo, Pablo	6/3/2025	$90.91
OP-00430-2025	259902	Castillo, Pablo	4/7/2025	$90.91
TP-01212-2025	259902	Castillo, Pablo	5/2/2025	$90.91
TP-00841-2025	260416	Frederick, Ahmad Clomare	4/3/2025	$200.00
TP-01207-2025	260416	Frederick, Ahmad Clomare	5/2/2025	$28.21
2025-582167	260460	Cowser, Chase Alan	6/23/2025	$250.00
2025-577453	260545	Ortiz, Luz Christina	4/2/2025	$83.34
2025-579261	260545	Ortiz, Luz Christina	5/6/2025	$83.33
2025-581143	260545	Ortiz, Luz Christina	6/6/2025	$143.34
2025-578209	260601	Leon, John Lewis, III	4/14/2025	$250.00
2025-579326	260973	Bellow, Paul	5/7/2025	$11.00
2025-577481	261130	Chavis, Michael	4/3/2025	$47.24
2025-580803	261130	Chavis, Michael	6/2/2025	$48.75
TP-01078-2025	261130	Chavis, Michael	4/22/2025	$47.25
2025-580036	261205	Eversole, Robert Earl	5/16/2025	$25.00
2025-579869	261295	Ramsey, Tyler	5/14/2025	$75.00
TP-00933-2025	261295	Ramsey, Tyler	4/10/2025	$30.00
2025-577674	261325	Ruiz, Selena Munoz	4/7/2025	$7.00
2025-579332	261325	Ruiz, Selena Munoz	5/7/2025	$88.00
2025-581246	261325	Ruiz, Selena Munoz	6/9/2025	$90.00
2025-578036	261339	Bass, Terry	4/9/2025	$19.17
2025-578192	261339	Bass, Terry	4/11/2025	$480.83
TP-01102-2025	261390	Trammell, George	4/23/2025	$33.33
TP-01258-2025	261390	Trammell, George	5/5/2025	$33.33
TP-01341-2025	261390	Trammell, George	5/9/2025	$80.84
2025-578551	261400	Newton, David Elron	4/22/2025	$100.00
2025-578504	261405	Portillo, Jennifer	4/22/2025	$449.17
2025-580156	261405	Portillo, Jennifer	5/19/2025	$50.83
2025-579372	261425	Ambrose, Anastasia	5/8/2025	$351.67
TP-00934-2025	261425	Ambrose, Anastasia	4/10/2025	$83.33
2025-582062	261435	Brown, Jamarco	6/19/2025	$233.00
2025-582064	261435	Brown, Jamarco	6/19/2025	$1.50
OP-00407-2025	261435	Brown, Jamarco	4/2/2025	$150.00
2025-578717	261456	Demas, Jabari	4/24/2025	$200.00
2025-580323	261470	Alvarado, Ivan, Jr.	5/22/2025	$200.00
2025-578696	261488	Scyrus, Dominique	4/24/2025	$8.00
2025-578702	261488	Scyrus, Dominique	4/24/2025	$692.00
2025-577516	261505	Harris, Dakota Hughes	4/3/2025	$100.00
2025-578917	261505	Harris, Dakota Hughes	4/29/2025	$198.00
2025-581329	261505	Harris, Dakota Hughes	6/11/2025	$100.00
2025-578313	261513	Chambers, Phillip	4/15/2025	$601.78
2025-577821	261583	Jackson, David	4/8/2025	$8.00
TP-01324-2025	261623	Motley, Brooke Lashay	5/8/2025	$100.00
2025-582375	261695	Anderson, Antwone	6/26/2025	$188.20

TP-01513-2025	261695	Anderson, Antwone	5/23/2025	$33.83
2025-581897	261709	Badr, Haithem Hassan	6/17/2025	$300.00
2025-578952	261717	Burt, Kathy Marie	4/30/2025	$17.27
2025-582629	261717	Burt, Kathy Marie	6/30/2025	$332.73
2025-581545	261730	Mora, Ramon Aaron	6/12/2025	$68.67
2025-580464	261800	Davila, Jennifer Rene	5/27/2025	$300.00
2025-578471	261817	Esquivel, Aaron Keith	4/17/2025	$44.12
2025-579870	261817	Esquivel, Aaron Keith	5/14/2025	$88.23
2025-581930	261817	Esquivel, Aaron Keith	6/18/2025	$107.64
2025-581549	261843	Naylor, Christian Lee	6/12/2025	$200.00
2025-577667	261916	Wood, William	4/7/2025	$134.40
2025-580158	261916	Wood, William	5/19/2025	$131.20
2025-580325	261932	Blackshear, Thelma	5/22/2025	$200.00
2025-577528	261956	Williams, Tyler Ray	4/3/2025	$272.00
2025-578559	262037	Guzman, Johnathan Lee	4/22/2025	$300.00
2025-577638	262152	Mitts, Dorothy	4/7/2025	$200.00
2025-579168	262180	Espitia, Francisco	5/5/2025	$300.00
2025-580511	262211	Holmes, Thomas D	5/27/2025	$58.00
2025-580514	262211	Holmes, Thomas D	5/27/2025	$100.00
2025-582285	262318	Armstrong, Nakkita Shanell	6/25/2025	$77.65
2025-578885	262325	Juarez Acosta, Jose	4/28/2025	$56.00
2025-580551	262325	Juarez Acosta, Jose	5/28/2025	$444.00
2025-580865	262359	Osgood, Jennifer Rose	6/3/2025	$200.00
2025-578561	262392	Evans, Dexter Deveon	4/22/2025	$500.00
2025-578180	262468	Bean, Cranston Delee	4/11/2025	$150.00
2025-581372	262468	Bean, Cranston Delee	6/11/2025	$150.00
2025-582381	262498	Moreno, Aaron	6/26/2025	$500.00
2025-578243	262564	Mulkey, Lance S	4/14/2025	$404.57
2025-578490	262688	Felton, Darrius Deonte	4/22/2025	$17.50
2025-580280	262688	Felton, Darrius Deonte	5/21/2025	$135.00
2025-580418	262709	Ramsey, Eric, Jr.	5/23/2025	$14.40
2025-579049	262825	Figueroa, Christian	5/1/2025	$816.37
2025-578038	262849	Guevara, Briana Scarlet	4/9/2025	$60.00
2025-580820	262849	Guevara, Briana Scarlet	6/2/2025	$60.00
TP-01219-2025	262849	Guevara, Briana Scarlet	5/2/2025	$60.00
2025-582399	262911	Hernandez, Saimara	6/26/2025	$500.00
TP-01148-2025	262929	Villanueva, Ashley Nichole	4/28/2025	$50.00
TP-01457-2025	262929	Villanueva, Ashley Nichole	5/16/2025	$50.00
2025-578492	263038	Shay, Stephanie	4/22/2025	$182.00
2025-578685	263043	Sage, Carlos Jermaine	4/24/2025	$300.00
2025-577346	263057	Ward, Josiah Royal	4/1/2025	$236.43
2025-581423	263057	Ward, Josiah Royal	6/12/2025	$51.42
TP-01231-2025	263057	Ward, Josiah Royal	5/3/2025	$72.86
2025-577597	263069	Rodriguez, Cristian	4/4/2025	$120.00
2025-580286	263069	Rodriguez, Cristian	5/21/2025	$60.00
2025-581244	263069	Rodriguez, Cristian	6/9/2025	$32.00
2025-582166	263099	Pereda, Marcelo	6/23/2025	$52.00

2025-580321	263146	Dudley, Christopher Louise	5/22/2025	$200.00
OP-00414-2025	263199	Soliz, Daryl Robert	4/3/2025	$68.33
OP-00509-2025	263199	Soliz, Daryl Robert	5/1/2025	$177.51
OP-00613-2025	263199	Soliz, Daryl Robert	6/12/2025	$239.16
2025-580350	263213	Sanchez Zuniga, Jorge	5/22/2025	$800.00
2025-579357	263255	Arredondo, Pedro	5/8/2025	$300.00
2025-580328	263260	Barbosa Delacruz, Oscar Jair	5/22/2025	$311.82
2025-580329	263260	Barbosa Delacruz, Oscar Jair	5/22/2025	$688.18
TP-01070-2025	263272	McCann, Barek James	4/22/2025	$200.00
2025-580999	263277	Marin, Joshua Eliseo	6/4/2025	$80.00
TP-01267-2025	263277	Marin, Joshua Eliseo	5/5/2025	$50.40
2025-577827	263299	Penny, Roy Dale, II	4/8/2025	$68.00
2025-579947	263299	Penny, Roy Dale, II	5/15/2025	$67.20
2025-580287	263303	Quintana, Richard	5/21/2025	$102.00
TP-01103-2025	263303	Quintana, Richard	4/23/2025	$65.00
2025-581371	263366	Barroso, Marcos Antonio	6/11/2025	$84.54
2025-581292	263405	Flowers, David Alan	6/10/2025	$500.00
2025-581624	263473	Castro, Danielle	6/13/2025	$17.00
2025-578396	263479	Ramirez, Rebekah	4/16/2025	$337.60
2025-581002	263514	Bruton, Jacob	6/4/2025	$25.45
2025-580905	263523	Meyer, Chris Anthony	6/3/2025	$200.00
2025-579629	263553	Jimenez, Amanda Yvette	5/13/2025	$200.00
2025-577524	263608	Jones, Jody Lynn	4/3/2025	$150.00
2025-580932	263608	Jones, Jody Lynn	6/4/2025	$100.00
TP-01259-2025	263608	Jones, Jody Lynn	5/5/2025	$132.00
2025-577328	263621	Salazar, Jonathan	4/1/2025	$200.00
2025-579661	263635	Thomas, Cedric Alan, Sr.	5/13/2025	$255.81
2025-578576	263702	Quezada, Vinia Mariela Murillo	4/22/2025	$400.00
2025-581969	263735	Spears, Randy Keandre	6/18/2025	$46.00
TP-01067-2025	263735	Spears, Randy Keandre	4/22/2025	$81.00
2025-580834	263896	Arrazolo, Gil	6/2/2025	$105.88
TP-01170-2025	263896	Arrazolo, Gil	5/1/2025	$90.88
2025-579169	263921	Dailey, Kasie Lynn	5/5/2025	$500.00
2025-577526	263964	Ridley, Jared Rashon	4/3/2025	$95.00
2025-580564	263964	Ridley, Jared Rashon	5/28/2025	$50.00
2025-578704	264076	Felan, Paul	4/24/2025	$500.00
TP-00856-2025	264090	Gonzales, Guadalupe Cantu, Jr.	4/4/2025	$187.50
TP-01168-2025	264090	Gonzales, Guadalupe Cantu, Jr.	5/1/2025	$173.43
2025-579952	264138	Cortes, Roberto	5/15/2025	$176.47
2025-580364	264138	Cortes, Roberto	5/22/2025	$88.24
2025-581016	264160	Thomas, Keeana	6/5/2025	$127.00
2025-581957	264160	Thomas, Keeana	6/18/2025	$100.00
TP-01319-2025	264160	Thomas, Keeana	5/8/2025	$70.00
2025-577637	264169	Johnson, Haley	4/7/2025	$222.00
2025-577639	264169	Johnson, Haley	4/7/2025	$2.00
2025-577685	264169	Johnson, Haley	4/7/2025	$76.00
2025-582101	264190	Haley, Britni	6/20/2025	$293.00

2025-582171	264195	Hodge, Harry Donell	6/23/2025	$200.00
2025-580750	264204	Martinez, Romeo	6/2/2025	$75.00
2025-582472	264204	Martinez, Romeo	6/27/2025	$45.00
TP-01216-2025	264204	Martinez, Romeo	5/2/2025	$65.50
2025-581583	264216	De La Cruz, Elena	6/12/2025	$88.00
2025-579567	264272	Brown, Tiffany	5/12/2025	$70.00
2025-581804	264276	Cook, Richard Friedrich	6/17/2025	$200.00
2025-577817	264332	Garcia, Richard	4/8/2025	$45.46
2025-581137	264357	Penton, Tiffany Lauren	6/6/2025	$100.00
2025-580921	264392	Jones, Jaden	6/3/2025	$200.00
2025-578686	264474	Stoner, Jacoby Allen	4/24/2025	$250.00
2025-578217	264483	Ross, Mykell	4/14/2025	$500.00
2025-580112	264512	Santos, Erik Lee	5/19/2025	$200.00
2025-581915	264533	McCall, Conner	6/17/2025	$200.00
2025-580348	264542	Gill, Robert	5/22/2025	$500.00
2025-578032	264563	Brown, Brittani	4/9/2025	$300.00
2025-578546	264581	De La Fuente, Cristian	4/22/2025	$200.00
2025-581262	264627	Garcia, Urbano Guenara	6/10/2025	$79.11
2025-581639	264635	Hornback, Linda	6/13/2025	$33.00
2025-580608	264644	Martinez, Jesus Lee	5/29/2025	$29.00
2025-582355	264644	Martinez, Jesus Lee	6/26/2025	$98.00
2025-577329	264682	Battle, Chelsea	4/1/2025	$150.00
2025-577451	264697	Gonzales, David	4/2/2025	$750.00
2025-580897	264830	Lyons, Donald	6/3/2025	$500.00
2025-582377	264862	Ryan, Mathew Paul	6/26/2025	$300.00
2025-578175	264905	Cosby, Jeremy Austin	4/11/2025	$93.76
2025-580989	264930	Estrada, Laura	6/4/2025	$90.88
2025-577666	264936	Ervin, Billy	4/7/2025	$110.29
2025-579554	264936	Ervin, Billy	5/12/2025	$108.53
TP-01620-2025	264936	Ervin, Billy	6/9/2025	$108.53
2025-580859	265011	Silva, Chrisabel	6/3/2025	$200.00
2025-579384	265037	Marling, Cheryl Ferguson	5/8/2025	$200.00
2025-578710	265056	Mercado, Francois	4/24/2025	$423.94
2025-581678	265138	Coleman, Destiny	6/14/2025	$4.50
2025-580877	265224	Rivera, Jesus Roel	6/3/2025	$500.00
2025-580864	265255	Peterson, Israel	6/3/2025	$800.00
2025-580010	265360	Juarez, Jason	5/16/2025	$263.00
2025-581956	265375	Isais, Isabel	6/18/2025	$15.83
2025-580901	265404	Boone, Marty E.	6/3/2025	$500.00
2025-582431	265419	Dunnavant, Katie Elizabeth	6/26/2025	$90.91
2025-579958	265471	Vargas, Macey Dawn	5/15/2025	$18.00
2025-581565	265471	Vargas, Macey Dawn	6/12/2025	$82.00
2025-579608	265518	Simmons, Tevin	5/13/2025	$250.00
2025-582365	265608	Henderson, Richard	6/26/2025	$300.00
2025-581954	265625	Garcia, Luis Alberto	6/18/2025	$40.00
2025-582479	265625	Garcia, Luis Alberto	6/27/2025	$100.00
TP-01514-2025	265625	Garcia, Luis Alberto	5/23/2025	$1.00

2025-580331	265758	Rangel, Paciano	5/22/2025	$500.00
2025-579750	265930	Upchurch, Heather Nicole	5/13/2025	$200.00
2025-579635	265957	Robertson, Rylei Paige	5/13/2025	$300.00
2025-581788	265966	Lampe, James Dale	6/17/2025	$200.00
TP-00931-2025	266053	Barber, Jonathan Cole	4/10/2025	$500.00
2025-580326	266115	Anderson, Tommy Dean	5/22/2025	$102.00
2025-580327	266115	Anderson, Tommy Dean	5/22/2025	$198.00
2025-578084	266299	Thang, Dylan	4/10/2025	$300.00
2025-578121	266380	Jones, Quincy	4/11/2025	$163.00
2025-581576	266436	Davis, Dejuan Lashawn	6/12/2025	$35.00
2025-582613	266436	Davis, Dejuan Lashawn	6/30/2025	$50.00
2025-578701	266467	Grays, Desmond Jerod	4/24/2025	$250.00
2025-579386	266600	Gonzales, Jason Anthony	5/8/2025	$2.00
2025-579387	266600	Gonzales, Jason Anthony	5/8/2025	$198.00
2025-582369	266795	Casarrubias, Carlos	6/26/2025	$500.00
2025-580581	266843	Rogers, Lee	5/28/2025	$500.00
2025-579362	266951	Gillum, Ward Edward	5/8/2025	$300.00
2025-580963	267152	Brooks, Amare	6/4/2025	$500.00
2025-580992	267356	Spencer, Deja Marie	6/4/2025	$250.00
2025-580990	267403	Rivera, Jonathan	6/4/2025	$44.00
2025-580991	267403	Rivera, Jonathan	6/4/2025	$206.00
			Total:	**$182,034.05**

Criminal Case Management

FINE & FEE REPORT

For the Period 04-01.2025 thru 06-30-25

7/2/25

Courtney Gilbert, Judge, County Court at Law #1 and Probate Court, Brazoria County, Texas

7/8/25

Thomas Pfeiffer, Judge, County Court at Law #2 and Probate Court, Brazoria County, Texas

07/11/25

Jeremy Warren, Judge, County Court at Law #3 and Probate Court, Brazoria County, Texas

7-8-25

Lori Rickert, Judge, County Court at Law #4 and Probate Court, Brazoria County, Texas

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **8/12/2025**

Order of Constitutional Amendment Election

Order of Constitutional Amendment Election to be held on November 4, 2025.

ORDER OF SPECIAL ELECTION
(ORDEN DE ELECCIÓN ESPECIAL)

An election is hereby ordered to be held on November 4, 2025 for the purpose of voting in a special election to adopt or reject the proposed Constitutional Amendments as submitted by the 89th Legislature, Regular Session of the State of Texas (See Exhibit A).

(Por la presente se ordena celebrar una elección el día 4 de noviembre de 2025 con el propósito de votar en una Elección Especial para adoptar o rechazar las enmiendas constitucionales propuestas presentadas por la Legislatura 89ª Sesión Ordinaria del Estado de Texas (ver Anexo A)

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Angleton-Main *(Sitio principal)*	East Annex 1524 E. Mulberry
Alvin	Alvin Library 105 S. Gordon
Brazoria	Brazoria Library 620 S. Brooks
Freeport	Freeport Library 410 Brazosport Blvd.
Lake Jackson	Doris Williams Civic Center 333 Hwy 332 East
Manvel	North Annex 7313 Corporate Dr.
Pearland East	Tom Reid Library 3522 Liberty Dr.
Pearland West	West Pearland Community Center 2150 Countryplace Pkwy.
Shadow Creek	West Pearland Library 11801 Shadow Creek Pkwy.
West Columbia	Precinct 4 Building No. 2 121 N. 10th St.

Times and Dates *(Horas y Fechas)*:
October 20-25 *(23-28 de octubre)*.....8 AM – 5 PM
October 27-29 (*27-29 de octubre)*.....8 AM – 5 PM
October 30-31 (30-31 de octubre).....7 AM – 7 PM

Applications for ballots by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

JOYCE HUDMAN, COUNTY CLERK
BRAZORIA COUNTY
111 E. LOCUST, STE 200
ANGLETON TX 77515-4654

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el: 10/24/2025.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el: 10/24/2025.

Issued this the 12nd day of August, 2025.
(Emitida este dia 12 de agosto, 2025.)

_____
L. M. MATT SEBESTA Jr., COUNTY JUDGE
(Juez de Condado)

_____
Jay Burridge, Commissioner, Precinct 1
Comisionado del Condado, Precinto 1

_____
Ryan Cade, Commissioner, Precinct 2
Comisionado del Condado, Precinto 2

_____
Stacy L. Adams, Commissioner, Precinct 3
Comisionado del Condado, Precinto 3

_____
David R. Linder, Commissioner, Precinct 4
Comisionado del Condado, Precinto 4

EXHIBIT A /*Anexo A*

Proposition 1 - SJR 59 "The constitutional amendment providing for the creation of the permanent technical institution infrastructure fund and the available workforce education fund to support the capital needs of educational programs offered by the Texas State Technical College System."

Número de propuesta 1 - SJR 59 “La enmienda constitucional que dispone la creación del fondo permanente de infraestructura de instituciones técnicas y el fondo de educación de la fuerza laboral disponible para apoyar las necesidades de capital de los programas educativos ofrecidos por el Sistema de Universidades Técnicas del Estado de Texas.”

Proposition 2 - SJR 18
"The constitutional amendment prohibiting the imposition of a tax on the realized or unrealized capital gains of an individual, family, estate, or trust."

Número de propuesta 2 - SJR 18
“La enmienda constitucional que prohíbe la imposición de un impuesto sobre las ganancias de capital realizadas o no realizadas de un individuo, familia, patrimonio o fideicomiso.”

Proposition 3 - SJR 5
"The constitutional amendment requiring the denial of bail under certain circumstances to persons accused of certain offenses punishable as a felony."

Número de propuesta 3 - SJR 5
“La enmienda constitucional que exige la denegación de la libertad bajo fianza en determinadas circunstancias a las personas acusadas de ciertos delitos sancionables como delito grave.”

Proposition 4 - HJR 7
"The constitutional amendment to dedicate a portion of the revenue derived from state sales and use taxes to the Texas water fund and to provide for the allocation and use of that revenue."

Número de propuesta 4 - HJR 7
“La enmienda constitucional para destinar al fondo de agua de Texas parte de los ingresos derivados de los impuestos estatales sobre las ventas y sobre el uso, así como para estipular la asignación y el uso de esos ingresos.”

Proposition 5 - HJR 99
"The constitutional amendment authorizing the legislature to exempt from ad valorem taxation tangible personal property consisting of animal feed held by the owner of the property for sale at retail."

Número de propuesta 5 - HJR 99
“La enmienda constitucional que autoriza a la legislatura a eximir de impuestos *ad valorem* los bienes muebles tangibles consistentes en alimento para animales en poder del propietario del bien para su venta al por menor.”

Proposition 6 - HJR 4
"The constitutional amendment prohibiting the legislature from enacting a law imposing an occupation tax on certain entities that enter into transactions conveying securities or imposing a tax on certain securities transactions."

Número de propuesta 6 - HJR 4
“La enmienda constitucional que prohíbe a la legislatura promulgar una ley que imponga un impuesto ocupacional a determinadas entidades que realicen transacciones de transmisión de valores o que imponga un impuesto a determinadas transacciones de valores.”

Proposition 7 - HJR 133
"The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a veteran who died as a result of a condition or disease that is presumed under federal law to have been service-connected."

Número de propuesta 7 - HJR 133
“La enmienda constitucional que autoriza a la legislatura a establecer una exención de impuestos *ad valorem* de la totalidad o parte del valor de mercado de la residencia familiar del cónyuge sobreviviente de un veterano fallecido como resultado de una condición o enfermedad que se presupone, según la ley federal, haber estado relacionadas con el servicio.”

Proposition 8 - HJR 2
"The constitutional amendment to prohibit the legislature from imposing death taxes applicable to a decedent's property or the transfer of an estate, inheritance, legacy, succession, or gift."

Número de propuesta 8 - HJR 2
“La enmienda constitucional para prohibir que la legislatura imponga impuestos sucesorios aplicables a la propiedad de un difunto o a la transferencia de un patrimonio, herencia, legado, sucesión o donación.”

Proposition 9 - HJR 1
"The constitutional amendment to authorize the legislature to exempt from ad valorem taxation a portion of the market value of tangible personal property a person owns that is held or used for the production of income."

Número de propuesta 9 - HJR 1
“La enmienda constitucional para autorizar a la legislatura a eximir de impuestos *ad valorem* una parte del valor de mercado de los bienes muebles tangibles que posea una persona y que se mantengan o utilicen para la producción de ingresos.”

Proposition 10 - SJR 84
"The constitutional amendment to authorize the legislature to provide for a temporary exemption from ad valorem taxation of the appraised value of an improvement to a residence homestead that is completely destroyed by a fire."

Número de propuesta 10 - SJR 84
“La enmienda constitucional para autorizar a la legislatura a prever una exención temporal de impuestos *ad valorem* del valor tasado de una mejora a una residencia familiar que haya sido completamente destruida por un incendio.”

Proposition 11 - SJR 85
"The constitutional amendment authorizing the legislature to increase the amount of the exemption from ad valorem taxation by a school district of the market value of the residence homestead of a person who is elderly or disabled."

Número de propuesta 11 - SJR 85
“La enmienda constitucional que autoriza a la legislatura a aumentar el monto de la exención de impuestos *ad valorem* por un distrito escolar del valor de mercado de la residencia familiar de una persona de edad avanzada o discapacitada.”

Proposition 12 - SJR 27
"The constitutional amendment regarding the membership of the State Commission on Judicial Conduct, the membership of the tribunal to review the commission's recommendations, and the authority of the commission, the tribunal, and the Texas Supreme Court to more effectively sanction judges and justices for judicial misconduct."

Número de propuesta 12 - SJR 27
“La enmienda constitucional relativa a la composición de la Comisión Estatal de Conducta Judicial, la composición del tribunal para revisar las recomendaciones de la comisión, y la autoridad de la comisión, el tribunal y la Corte Suprema de Texas para sancionar más eficazmente a los jueces y magistrados por mala conducta judicial.”

Proposition 13 - SJR 2
"The constitutional amendment to increase the amount of the exemption of residence homesteads from ad valorem taxation by a school district from $100,000 to $140,000."

Número de propuesta 13 - SJR 2
“La enmienda constitucional para aumentar el monto de la exención de impuestos *ad valorem* de las residencias familiares por un distrito escolar de $100,000 a $140,000.”

Proposition 14 - SJR 3
"The constitutional amendment providing for the establishment of the Dementia Prevention and Research Institute of Texas, establishing the Dementia Prevention and Research Fund to provide money for research on and prevention and treatment of dementia, Alzheimer's disease, Parkinson's disease, and related disorders in this state, and transferring to that fund $3 billion from state general revenue."

Número de propuesta 14 - SJR 3
“La enmienda constitucional que prevé la creación del Instituto de Prevención e Investigación de la Demencia de Texas, estableciendo el Fondo de Prevención e Investigación de la Demencia para destinar dinero para la investigación, prevención y tratamiento de la demencia, la enfermedad de Alzheimer, la enfermedad de Parkinson y trastornos relacionados en este estado, y transfiriendo a dicho fondo $3 mil millones de los ingresos generales del estado.”

Proposition 15 - SJR 34
"The constitutional amendment affirming that parents are the primary decision makers for their children."

Número de propuesta 15 - SJR 34
“La enmienda constitucional que afirma que los padres son los principales responsables de la toma de decisiones para sus hijos.”

Proposition 16 - SJR 37
"The constitutional amendment clarifying that a voter must be a United States citizen."

Número de propuesta 16 - SJR 37
“La enmienda constitucional que aclara que un votante debe ser ciudadano de los Estados Unidos.”

Proposition 17 - HJR 34
"The constitutional amendment to authorize the legislature to provide for an exemption from ad valorem taxation of the amount of the market value of real property located in a county that borders the United Mexican States that arises from the installation or construction on the property of border security infrastructure and related improvements."

Número de propuesta 17 - HJR 34
“La enmienda constitucional para autorizar a la legislatura a establecer una exención de impuestos *ad valorem* del monto del valor de mercado de los bienes inmuebles ubicados en un condado fronterizo con los Estados Unidos Mexicanos que surja de la instalación o construcción en la propiedad de infraestructura de seguridad fronteriza y mejoras relacionadas.”

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **8/12/2025**

Appointment of Election Judges and Alternate Judges

The Commissioners Court of Brazoria County does hereby appoint the attached election judges and alternate judges for a two-year term to begin September 1, 2025.

It is additionally directed that this order be filed with the clerk of the court and a certified copy be given to the custodian of election records for Brazoria County.

The County Clerk is hereby instructed to send notice of appointment to each election judge with the appointment term of two-years beginning September 1, 2025 in accordance with the Texas Election Code §32.009.

BRAZORIA COUNTY ELECTION JUDGE APPOINTMENTS – AUGUST 12, 2025				
For two-year term September 1, 2025 - August 31, 2027				
Presiding judge appointments for **Vote Centers** are based on the results of the most recent gubernatorial election, per				
COMMISSIONER PRECINCT 1 – 100% REPUBLICAN				
PRESIDING JUDGES: 10 REPUBLICAN, 0 DEMOCRAT				
Home Precinct #-Location	**Party**	**Presiding Judge**	**Party**	**Alternate Judge**
1-East Annex	(REP)	Tammi Chamblee	(DEM)	Alice Franks
3-Nolan Ryan Center	(REP)	Donna Bonilla	(DEM)	Kay Tobola
6-Liverpool City Hall	(REP)	Kelly Jennings	(DEM)	Gene Daigle
8-Oyster Creek City Hall	(REP)	Ken Friesen	(DEM)	Virginia Parkinson
17-Freeport Library	(REP)	Wanda Petree	(DEM)	Deana Cardoza
19-Clute Event Center	(REP)	Marvin Amerine	(DEM)	Gary Jones
23-Doris Williams Civic Center	(REP)	Rebekah Green	(DEM)	Renee Griffith
33-Mims Community Center	(REP)	Kermit Licklider	(DEM)	Norma Lostracco
38-Surfside Beach City Hall	(REP)	Shelah Jalifi	(DEM)	Cassandra Zamoralez
75-Richwood City Hall	(REP)	Jo Lasiewicki	(DEM)	Mary Gomez
COMMISSIONER PRECINCT 2 – 63% REPUBLICAN				
PRESIDING JUDGES: 6 REPUBLICAN, 3 DEMOCRAT				
Home Precinct #-Location	**Party**	**Presiding Judge**	**Party**	**Alternate Judge**
11-Alvin ISD Heritage Center	(REP)	Sonia Chacko	(DEM)	Garfield Teixeira
13-Delores Fenwick Nature Center	(DEM)	Anneliese Bustillos	(REP)	Derrell Isenberg
15-Danbury Community Center	(REP)	Terri Willy	(DEM)	Cynthia Archie
29-West Pearland Comm. Center	(DEM)	Theresa Mercado	(REP)	Kimberly Rathbun
34-Heights Baptist Church	(REP)	Rachel Fay	(DEM)	Carrie Parker
40-Lewis Lane Center	(REP)	Peggy Miller	(DEM)	Tamala Law
44-Silverlake Recreation Center	(DEM)	Emmett Muckeroy	(REP)	Jerry Flores
55-West Annex	(REP)	Brian Hluza	(DEM)	Sandra Bourgeois
65-North Annex	(REP)	Christy Simmons	(DEM)	Regina Richmond

BRAZORIA COUNTY ELECTION JUDGE APPOINTMENTS – AUGUST 12, 2025				
For two-year term September 1, 2025 - August 31, 2027				
COMMISSIONER PRECINCT 3 – 74% REPUBLICAN				
PRESIDING JUDGES: 7 REPUBLICAN, 2 DEMOCRAT				
Home Precinct #-Location	**Party**	**Presiding Judge**	**Party**	**Alternate Judge**
12-Drainage District 4 Building	(REP)	Jason Brodil	(DEM)	Carla Hall
18-First Church of Pearland	(REP)	(James) Ross Kimble	(DEM)	Cooper Snapp
26-Brookside Village Comm Center	(REP)	Nicholas Hallmark	(DEM)	Glynda McGinnis
37-Pearland Recreation Center	(REP)	Kathleen Smiley	(DEM)	Nicola Wolpmann
39-Alvin Library	(REP)	Tee Beechinor	(DEM)	Laura Myers
46-Tom Reid Library	(REP)	Marianne Joeckel	(DEM)	Pat Filipiak
50-West Pearland Library	(DEM)	Marilyn Hawkins	(REP)	Phyllis Hyden
51-Shadycrest Baptist Church	(REP)	Estella Campbell	(DEM)	Leilani Snapp
54-Dawson High School	(DEM)	Wendy Simmons	(REP)	Steven Daniel
COMMISSIONER PRECINCT 4 – 61% REPUBLICAN				
PRESIDING JUDGES: 7 REPUBLICAN, 5 DEMOCRAT				
Home Precinct #-Location	**Party**	**Presiding Judge**	**Party**	**Alternate Judge**
2-Precinct 4 Building #2	(REP)	Kim Mobley	(DEM)	Jennifer Morgan
4-Brazoria Library	(REP)	Cindy Krueger	(DEM)	Hattie Bivens
9-Bonney Annex Building	(REP)	Maria Martin	(DEM)	Rochelle Peavie
10-Damon Elementary School	(REP)	Lynn Shifflet	(DEM)	Marisela Barrera
14-Sweeny Community Center	(REP)	Kathryn Hale	(DEM)	Kelli Knox
20-Jones Creek Community House	(REP)	Maria Shirtum	(DEM)	Nannie Austin
31-Burrell Chapel Baptist Church	(DEM)	Dorothea Jacobs	(REP)	Alan Simon
45-St. Timothy's Episcopal Church	(REP)	Thomas Stroschein	(DEM)	Mariela Cantu
66-New Harvest Christian Fellowship	(DEM)	Zachery Martin	(REP)	Selina Sauter
70-Precinct 4 North Annex	(DEM)	Rhonda Avant	(REP)	Lisa Albrecht
78-Sandy Point Bible Church	(DEM)	Virginia Torres-Lopez	(REP)	Miriam Unruh
79-Iowa Colony Public Safety Building	(DEM)	Vickie Williams	(REP)	Deborah Carrillo

BRAZORIA COUNTY ELECTION JUDGE APPOINTMENTS – AUGUST 12, 2025				
For two-year term September 1, 2025 - August 31, 2027				
Additional appointees:	REP	Marisol Aranda	(DEM)	John Patrick Henry
(To be used as needed)	REP	Judy Shafer	(DEM)	Catherine McGarrity
	REP	Terry Driggers	(DEM)	Connie Pope
	REP	Chad Compton	(DEM)	Gail Kellough
	REP	Sarah Lamb	(DEM)	Robert Beverly
	REP	Gracie Bustillos	(DEM)	Terri Moore
	REP	Kim Kratochvil	(DEM)	Juliane Issacs
	REP	Jeff Paschal	(DEM)	Jeffery Lewis
	REP	Teresa Bitner	(DEM)	Wesley Copeland
	REP	Sunday Shibley	(DEM)	Julie Lewno
			(DEM)	Linda Brown
	Party	**Presiding Judge**	**Party**	**Alternate Judge**
Early Voting Ballot Board	REP	Tamara Reynolds	DEM	Dorothea “Dottie” Cornett
Counting Station	REP	Tamara Reynolds	DEM	Dorothea “Dottie” Cornett
Counting Station Managers	NP	Lisa Mujica	NP	Brandy Peña
Tabulation Supervisor	NP	Johnathan Escamilla	NP	Krystal Alegria

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **8/12/2025**

Out of State Travel

Approve request and upon recommendation by the District Court Judges, that the Judicial Support - Court Interpreter attend the Council of Language Access Coordinators conference (CLAC), organized by the National Center for State Courts (NCSC) in Phoenix, Arizona. Dates of attendance will be October 4, 2025 to October 7, 2025.

Travel expenses including conference registration fees are projected to be paid for by approved 19000 Judicial Miscellaneous Fund.

Request for Out of State Travel

Person: Judicial Support/Court Interpreter

August 5th, 2025

Event: Conference of the Council of Language Access Coordinators This group is part of the National Center of State Courts/NCSC	Date: October 4-7 Duration: 3 days
Location:	Phoenix, Arizona
Travel:	$200 Airline ticket estimate
Hotel:	$832.77
Parking:	$0
Transportation estimate from airport to hotel and from hotel to airport/taxi:	$90.00 *will submit for reimbursement after trip
Per diem estimate:	$180.00 *Will submit for reimbursement after trip
Source of Funding:	19000 Budget Judicial Miscellaneous

Supporting Documents:

A Screenshot of Airlines ticket via Southwest

B Screenshot of Hilton Embassy Suite downtown North in Phoenix, AZ

A

Google

Share

Houston ⇄ Phoenix

$173

Round trip · Economy · 1 passenger

Lowest total price

Selected flights

Track prices

Departing flight · Sat, Oct 4

131 kg CO2e
-36% emissions

Change flight

8:50 AM · William P. Hobby Airport (HOU)

Travel time: 2 hr 45 min

9:35 AM · Phoenix Sky Harbor International Airport (PHX)

Southwest · Economy · Boeing 737MAX 8 Passenger · WN 2636

- Above average legroom (32 in)
- Wi-Fi for a fee
- In-seat USB outlet
- Stream media to your device
- Emissions estimate: 131 kg CO2e
- Contrail warming potential: Low

Returning flight · Tue, Oct 7

149 kg CO2e
Avg emissions

Change flight

6:50 PM · Phoenix Sky Harbor International Airport (PHX)

Travel time: 2 hr 25 min

11:15 PM · William P. Hobby Airport (HOU)

Southwest · Economy · Boeing 737 · WN 3091

- Above average legroom (32 in)
- Wi-Fi for a fee
- Stream media to your device
- Emissions estimate: 149 kg CO2e
- Contrail warming potential: Medium

B

View & Edit Your Stay

Confirmation number: 81609655

We sent the details to [redacted]



Embassy Suites by Hilton Phoenix Downtown North

4 OCT SAT — **7** OCT TUE

Edit Stay

1 room for 1 adult

Cancellation policy

Free cancellation before 11:59 PM local hotel time on 03 Oct 2025.

Cancel this reservation | Rules and Restrictions

Hotel details

10 East Thomas Road +1 602-222-1111

Stay details

Room and rate

1 King Bed Studio	$739.78
1 adult	3 nights x $246.59
Room details	
Honors Discount	
Rate details	
Total room charge	$739.78
Total taxes	$92.99

Total for stay: $832.77

Show optional services

[redacted] you are eligible for a custom upgrade!

Premium rooms start at **just $5 more per night.**

Show my custom upgrade

Payment and guest information

[redacted]

VISA [redacted]

From: lroth@ncsc.org <lroth@ncsc.org>
Sent: Wednesday, June 25, 2025 4:49 PM
To: [redacted]
Subject: [EXTERNAL] 2025 CLAC Receipt

Dear [redacted]

Thank you for payment for the upcoming the CLAC Conference, October 5-8, 2025, at the Judicial Education Center in Phoenix, Arizona. The following information is a receipt of payment for your registration.

Payment Amount:
Payment Reference:
Payment Type:
Payment Date:

****Reminder conference fees are refundable until 5 PM ET, Friday, September 5, 2025.****

We look forward to seeing you in Phoenix!

Confirmation Number: 220757
Customer Number: 247033
[redacted]
Court Interpreter
Brazoria County
111 E Locust Street
Angl, TX 77515
[redacted]

2025 CLAC Conference

October 5-8, 2025

Registrant Name	Date/Time	Description	Qty	Amount	Status
[redacted]		Registration CLAC Member	1	$375.00	ACTIVE

Registration Fee	$375.00
Total Amount Paid	$0.00
Balance	$375.00

If there are errors in any of the information or require further information, please contact Lauren Roth at lroth@ncsc.org.

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.

COMMISSIONERS COURT OF BRAZORIA COUNTY

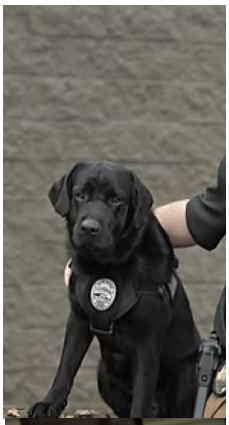
ORDER NO. H.7. **8/12/2025**

Out of State Travel

Approve the out of State travel for position #00000493 and position #00000496 to attend the 2025 NW ICAC & Technology Conference in Redmond, Washington October 6, 2025 through October 10, 2025.

Costs will be included in the Sheriff's Office FY2026 operating budget. Internet Crimes Against Children (ICAC) will reimburse all travel expenses (airline, hotel, rental vehicle) and per diem at $61.00 per day for each attendee.

2025 NW ICAC & Technology Conference







ACCOMMODATIONS

SPONSORS

EXHIBITORS

SPEAKERS

FAQ'S

"Where Technology Meets Humanity"

October 6th- 10th, 2025

Welcome to the webpage for the NW ICAC & Technology Conference. Please check back regularly as information is being continuously updated. Be sure you check under the tabs to the left for links to hotel discounts, sponsors, exhibitors, confirmed speakers, and information on the various networking events during the week.

Registration is open

If you are an affiliate agency of the Washington State Internet Crimes Against Children Taskforce, please check the members only section of this website for a discount code.

RAFFLE TICKETS:

You will notice while registering you will have the opportunity to purchase raffle tickets. These tickets will provide you with the opportunity to win prizes donated by Microsoft, Seattle Police, and our sponsors and exhibitors.

The proceeds will go to the Innocent Justice Foundation (SHIFT Wellness) to provide a small thank you to Beth and her team for the Wellness Room, training and support throughout the year.

****If you/your organization would like to donate a prize to the raffle, please contact Fabienne.**

HOST HOTEL CHANGE

We are excited to announce we have partnered with Hilton Garden Inn, downtown Redmond this year. Our Thursday evening social will be held here.

Please download the WHOVA app for all up to date information of our schedule.

Location: 15010 NE 36th St, Building 92, Microsoft Campus, Redmond, WA 98052-5317

Contact Us

Conference Organization Committee

Planning Committee

Sergeant Shawn Martinell Co-Lead
Kelly Crouch Co-Lead
Fabienne Harriman - Exhibitor Coordinator

Speaker Coordinators

Dr. Stacy Cecchet - Wellness Track
Dolly Gill - Forensics Track
Laura Harmon - Prosecutor Track
Nick Kartes - Investigator Track

OJJDP Office of Juvenile Justice and Delinquency Prevention
Enhancing safety. Ensuring accountability. Empowering youth.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **8/12/2025**

Electronic Detection K-9 Grant

Whereas, the Brazoria County Sheriff's Office received an electronic detection K-9 in the fall 2022. This dog is being retired because of health issues.

The Sheriff's Office is hereby authorized to receive a replacement electronic detection K-9 and place it with a new handler. The K-9, certification fees for handler and K-9, including all travel expenses, are provided by the grant. The grant further provides funding for the care of the K-9 (food, gear, equipment, and veterinary).

Further, the officer assigned to the K-9 is authorized to travel to the certification classes out of state as the grant pays 100% of all costs.

The Sheriff is hereby authorized to sign any necessary documentation pertaining to the grant and receipt thereof.

It is further ordered that a certified copy be delivered to each Brazoria County Sheriff's Office.

MEMORANDUM OF UNDERSTANDING

Our Rescue
AND
Brazoria County Sheriff's Office

WHEREAS – Brazoria County Sheriff's Office ("Receiving Agency") and Our Rescue (collectively "Parties" and each individually a "Party") have mutual goals and have come together to collaborate on strategies, investigations, and technical assistance to rescue children and others from human trafficking.

WHEREAS Our Rescue is a 501(c)(3) not-for-profit organization with the mission of partnering with law enforcement to identify and rescue victims of sex trafficking and child sexual abuse; helping to secure the evidence necessary to prosecute and convict criminal traffickers and abusers; providing support for survivors through comprehensive survivor care programs that are fully-vetted and trusted to deliver care person-centered and trauma-informed services for the survivor's healing journey; educating the public and key stakeholders on how to identify and report human trafficking and join Our Rescue's mission; and conducting any and all ancillary activities in furtherance of the foregoing purposes.

WHEREAS the Parties agree to work collaboratively pursuant to the terms of this Memorandum of Understanding ("MOU") which sets forth the roles and responsibilities of each Party.

NOW THEREFORE, the Parties agree as follows:

1. **DONATION.**
   Our Rescue will provide the following donation to Receiving Agency (the "Donation"):

   - Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9. Wages and per-diem are the responsibility of the Receiving Agency.
   - OUR approved ESD K9 gear and equipment for initial certification. Includes supplies needed for the initial certification phase of the dog (leash, utility type strap/vest, chew toys, bowls, etc.).
   - Annual recertification fees for the ESD K9 only. Travel, hotel, per diem, rental vehicle, etc. are not included for annual ESD recerts and are the responsibility of the Receiving Agency.

   Optional Donation - Must be checked by Our Rescue Representative to show approval of enrollment.

   - Monthly stipend of $80 for dog food, for the working life of the K9. [_X_]
   - Routine vet appointment expenses. Shots, medication, exams and physicals for

the working life of the K9. Surgery and emergency care is not included. [_X_]

- K9 trading cards. [_X_]

The Donation will be primarily used in efforts to combat Human Trafficking and Child Exploitation by the Receiving Agency.

2. **DISCLOSURE OF OUTCOME AND USE OF FUNDING.**
Our Rescue is fully sustained by donors who generously give to help save children from being victimized by sexual predators and to identify, rescue and heal those who have fallen prey to human trafficking. Our Rescue donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. The Receiving Agency's agreement to receive the Donation will entail providing Our Rescue with basic statistics, quarterly for one year. Reports should include statistics relating to survivors helped, suspects arrested, and victims identified. An impact statement will also be provided detailing how the Donation has improved or impacted Receiving Agency's work to fight exploitation and aid survivors. Our Rescue will utilize any reports to show donors how their donations resulted in positive outcomes for victims of human trafficking/child exploitation. Information provided by Receiving Agency will not be released without the Receiving Agency's written consent.

3. **NON-DISPARAGEMENT**.
The Receiving Agency agrees to refrain from making any statements or representations that may disparage Our Rescue or its affiliates. This includes avoiding any actions that might harm their reputations. However, this clause does not prevent the Receiving Agency from making truthful statements required by law, provided Our Rescue is notified in advance.

4. **INSPECTION AND EVALUATION.**
Our Rescue reserves the right to inspect donated items and conduct periodic evaluations to ensure compliance with reporting requirements and assess the effectiveness of the support provided. This helps determine the continuation of support based on the outcomes and yield of the arrangement.

5. **INDEPENDENT CONTRACTORS.**
The relationship of the parties established by this MOU is that of independent contractors, and nothing contained in this MOU shall be construed to give either party the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

6. **K9 AGREEMENT.**
The Receiving Agency shall not deviate from the training and certification methods illustrated, taught, received, and mandated by staff at Jordan Detection K9 in Indiana, U.S.A. Any deviation from these trained and certified methods will result in the loss of K9 sponsorship and support from Our Rescue. In addition, the ESD K9 handler and

ESD K9 will be deemed uncertified by both Jordan Detection K9 as well as Our Rescue.

The Receiving Agency agrees to uphold the recertification requirements for a minimum of five years. In the event the handler is not able to fulfill the five-year agreement, the Receiving Agency will assume responsibility for sending a new handler to train and certify with the original K9 by the next available training class. If special circumstances limit the original K9 from completing the 5-year commitment, additional K9 assistance will be considered by Our Rescue on a case-by-case basis.

7. **AGENCY DETAILS.**
Designated LEA K9 handler: Thomas Liles – Investigator
Phone number: 346-456-9647
Email: ThomasL@brazoriacountytx.gov

Designated Receiving Agency Media Representative: Madison Polston – PIO
Phone number: 832-745-0981
Email: MadisonP@brazoriacountytx.gov
Receiving Agency W9: Please Attach.

8. **ENTIRE AGREEMENT**.
This MOU constitutes the complete, final, and exclusive embodiment of the entire agreement between the parties regarding this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations.

9. **Amendment.**
No provisions of this MOU may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the ___ day of _____ 2025.

Brazoria County Sheriff's Office	Our Rescue
By_____	By_____
Title:_____	Title:_____
Date: _____	Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **8/12/2025**

Purchase of Items for Courthouse Security

Upon evaluation and recommendation of the Brazoria County Court Security Committee, approve the purchase of the following for use by the Sheriff's Office Courthouse Security Staff:

- Restraint equipment (gang chains, leg irons, etc) with an approximate cost of $5,000
- Concealed radio communication equipment with an approximate cost of $3,000
- Security screening for secured parking area with approximate cost of $3,200

Funds for these expenditures are available in the Courthouse Security Attorney Access Card Fund (38501).

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **8/12/2025**

Refund in Excess of $2,500.00

Approve the refunds due to overpayments and erroneous payments in excess of $2,500.00 per Section 31.11 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

August 12, 2025

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

Re: Tax Refunds in Excess of $2,500.00

Members of Court:

In accordance with Section 31.11 of the Texas Property Tax Code, I hereby request approval of the following refunds in excess of $2,500.00:

Account	Year	Type of Refund	Amount
71960000510	2024	Overpayment	$42,042.74

Sincerely,

Kristin R. Bulanek

Kristin R. Bulanek CIA

Tax Assessor-Collector

Brazoria County, Texas

Refund Detail Report

Account #	Fiduciary	Payee	Type	Amount	Interest	Recalc Date	Status	State	Age Days	Modified By	Modified Date
71960000510		LUMENT REAL ESTATE CAPITAL LLC	Over Payment	$42,042.74	$0.00	6/2/2025	Open	ApplicationReview	51	latoyam@brazoria.smi.tax	7/23/2025
Number of Accounts: 1			**Total**	**$42,042.74**	**$0.00**						
Number of Records: 1											

KRISTIN BULANEK
BRAZORIA COUNTY TAX ASSESSOR/COLLECTOR
111 E LOCUST
ANGLETON, TX 77515
(979) 864-1320

Duplicate Receipt

Property Account Number:
71960000510

Statement Date: 7/15/25
Owner: UGHS SENIOR LIVING REAL ESTATE
Mailing Address: 680 S FOURTH STREET
LOUISVILLE KY 40202-2407

Property Location: 0003033 PEARLAND PKWY
Acres: 4.967
Legal: REHOBOTH ACRES (A0198 T J GREEN) (PEARLAND) LOT RESERVE G (REPLAT) ACRES 4.967

Exemptions:
Receipt #: 3499335

Deposit #: 202506024367-2024/SandyR@brazo

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER $100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	BRAZORIA COUNTY	$9,750,000.00	0.261625	5/30/25	$7,724.35	$0.00
2024	SPECIAL ROAD & BRIDGE	$9,750,000.00	0.041921	5/30/25	$1,237.70	$0.00
2024	PEARLAND ISD	$9,750,000.00	1.135000	5/30/25	$33,510.31	$0.00
2024	BRAZORIA DRAINAGE DIST 4	$9,750,000.00	0.113276	5/30/25	$3,344.41	$0.00
2024	CITY OF PEARLAND	$9,750,000.00	0.635000	5/30/25	$18,748.06	$0.00
2024	MISC	$9,750,000.00	1.135000	5/30/25	$0.00	$0.00

BASE TAX **$64,564.83**
TOTAL PAID **$64,564.83**
OVERPAYMENT **$42,042.74** **-CR**

Remitted By: LUMENT REAL ESTATE CAPITAL LLC
10 W BROAD ST
8TH FLOOR
COLUMBUS OH 43215-3418

Payment Type: CHECK
Reference # 0147181

Remaining Amount Due As of 7/15/25
0.00

Receipt 7/15/25

LUMENT REAL ESTATE CAPITAL LLC
10 W BROAD ST
8TH FLOOR
COLUMBUS OH 43215-3418

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **8/12/2025**

2026 Optional Fees

The Court approves the Continuation of the Optional Fees for Calendar Year 2026 of the County Road and Bridge Fees and the Child Safety Fees.

A copy of this order shall be provided to the County Tax Assessor and Collector who will submit the required documentation to the Texas Department of Motor Vehicles.

Texas Department of Motor Vehicles

Imposition of Optional Fees
Calendar Year (CY) 2026

INSTRUCTIONS: Complete and return this form (including a court order, if required) to the TxDMV via email at: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Tuesday, September 2, 2025**.

COUNTY NAME: Brazoria County

SELECT ONLY ONE OPTION BELOW:

☑ **OPTION A – No change. This county will charge the same fees in CY 2026.** STOP

Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

☐ **OPTION B – The commissioners court has approved fee changes for CY 2026.**

Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2024 fees to be collected by your county:

Road and Bridge Fee:	$ _____
Child Safety Fee:	$ _____
Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only):	$ _____
Total fee amount to be collected in CY 2026:	**$ _____**

For OPTION B, submit this form and a copy of the court order to TxDMV.

We appreciate your response. Thank you.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **8/12/2025**

Account Number: 4940-0002-000 Resale Meeting of: May 27, 2025

The court approves the resale of the following trust property in Brazoria County in the amount of $9,100.00

Hilderbrand (A0149 M A Bryan) Lot 2

Acres 0.1159

4940-0002-000

PROPERTY INFORMATION

RESALE MEETING OF:	May 27, 2025
IN TRUST TO:	BRAZORIA COUNTY
PREVIOUS OWNER:	JAMES M. HERRING
ACCOUNT #:	4940-0002-000
PRECINCT #:	1
LEGAL DESCRIPTION:	HILDERBRAND (A0149 M A BRYAN) LOT 2
PHYSICAL ADDRESS:	0004515 CR 459B
SCHOOL DISTRICT:	ANGLETON ISD
OFFER MADE BY:	KIM ROESLER
AMOUNT OF OFFER:	$9,100.00
MINIMUM BID AT SALE:	$21,437.14
ADJUDGED VALUE:	$58,050.00
CURRENT LAND VALUE:	$7,070.00
CURRENT IMPROVEMENT:	$0.00
CITY WEED/DEMO LIENS:	$12,218.46
SHERIFF'S DEED FILE DATE:	5/30/2023
REDEMPTION DATE:	5/30/2025
POST JUDGMENT TAXES:	$361.58
POST JUDGMENT YEARS:	2022-2024

VOTE:	AYE	NAY
K. BULANEK		
K. STEWART		
JUDGE SEBESTA		
J. BURRIDGE		
CIVIL DIVISION REP.		

PBFCM REPRESENTATIVE PRESENT

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **8/12/2025**

Payment of Bills

That the checks payable through Monday, August 11, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **8/12/2025**

FY 2025: Line Item Transfer

Emergency Management	520000 (Operating)	10000	14000	($1,195)
Information Systems	520000 (Operating)	10000	22000	$1,195

Transfer needed for computer equipment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **8/12/2025**

FY 2025: Line Item Transfer

Sheriff	520000 (Operating)	10000	30000	($9,485)
Information Systems	520000 (Operating)	10000	22000	$9,485

Transfer needed for computer equipment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **8/12/2025**

FY 2025: Line Item Transfer

Constable Pct. 1	520000 (Operating)	10000	32100	($7,803)
Information Systems	520000 (Operating)	10000	22000	$2,132
	590000 (Capital)	10000	22000	$5,671

Transfer needed for computer equipment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **8/12/2025**

FY 2025: Line Item Transfer

Library	520000 (Operating)	10000	55000	$27,600
	590000 (Capital)	10000	55000	($27,600)

Transfer needed for professional services related to the Integrated Library software project.

Clarivate™

Innovative Interfaces Incorporated ("Clarivate")
789 E. Eisenhower Parkway
Ann Arbor, MI 48108

Order Form:

By signing this Order Form ("Order") you agree to order the Services and /or license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client effective as of the date of the last signature below.

Client:	**Brazoria County Library**		
Authorization by Client:		**Authorization by:**	Innovative Interfaces Incorporated
Signature:	_____ Duly Authorized Signature	Signature:	[signature]
Name:	_____	Name:	Tim McGee
Title:	_____	Title:	VP, Sales Operations
Date Signed:		Date Signed:	July 22, 2025

Q-00820027

Services (One Time):

Name	Description	One Time Fee
Polaris Exit Services (Subs Service)	Polaris Exit Services Polaris Exit Services	28,500.00
		Total Price: 28,500.00 USD

- *Start Date for new product(s) being purchased will commence following implementation.*
- *Statement of Work is attached for Services Orders.*
- *Payment terms are Net 30. If applicable, fees will be co-termed to align your billing to the same term.*

Renewal Term:
For annually recurring products it will auto renew for consecutive 12-month terms following the expiration of the overall contract term as set out above ("Initial Term") unless either party provides at least ninety (90) days' notice of non-renewal before the end of the then current term. Annual subscription fees may be increased each calendar year by up to 5%.

Product Terms:	
GOVERNING LAW & JURISDICTION	State of Delaware

GOVERNING TERMS: The products and services set forth herein are governed by the terms found at https://clarivate.com/terms-of-business for:

- The Clarivate Terms;
- The Product/Service Terms for Innovative; and
- If applicable, the Innovative Subscription and Perpetual Software Subscriptions Operational Terms

For the avoidance of doubt, the Terms as expressly detailed in this Order Form will take precedence in the event of a conflict with the Governing Terms.

Additional Information:

Polaris Exit Services

The pricing offered by Clarivate herein expires 30 days from date of issue and based on the assumption that if accepted by Client, contracts will be executed within this 30-day period.

Taxes: Except to the extent that you are tax-exempt as to the tax in question, Client will pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the payments under this agreement, including but not limited to: Canadian Goods and Services Tax ("GST"), Canadian Harmonized Sales Tax ("HST"), Canadian Provincial Sales Tax ("PST") and/or other transaction tax (Collectively "Excise Tax"). When applicable, these tax amounts will be reflected on invoices to Client.

Legal Notice Information
Client Entity: **Brazoria County Library** Client Legal Address: 451 N Velasco St Ste 250 Angleton TX United States 77515-4442

Billing Information: **Please review your billing address to ensure its accuracy.**	**Shipping Information:** **Please confirm the shipping address is accurate.**
Brazoria County Library 451 N Velasco St Ste 250 Angleton TX United States 77515-4442	**Brazoria County Library** 451 N Velasco St Ste 250 Angleton TX United States 77515-4442
Electronic **Invoice** Recipient(s):	Electronic **Renewal** Recipient(s):
If your subscribing institution requires the use of Purchase Orders, please indicate below. **Purchase Order #: N/A** **Billing Information Notes**	**Tax Registration Number #** If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com
Invoices will be emailed to the bill to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: ☐	

Statement of Work

Client: Brazoria County Library
Quote ID: Q-00820027

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Polaris Exit Services*

- Extraction of core data types:
  - Bibliographic and authority, with item information embedded in MARC21 communication format.
  - Patron information in text delimited format.
- Extraction of circulation transaction files:
  - Checkouts, fines, and holds will be extracted into separate files in text delimited formats.

Full data sets may be extracted twice. A data dictionary will be provided for each file output in a delimited ASCII text format.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Data Analyst - All Data Analysts have extensive Innovative database and application skills as well as in-depth knowledge of the MARC standard.

D. Client Implementation Team

1. Librarian Lead – Works closely with Innovative to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.

2. Technical Lead - Will be responsible for assisting with Client responsibilities related to system level duties required by Client.

E. Implementation Assumptions

1. Exit services require full payment before work will commence.

2. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to collecting and providing any prerequisite information required to support needs that may arise during the project.

3. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.

4. Timeline for the completion of this project will be established through joint planning conversations between the client and Innovative during the initial stage of the project.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Order Form, attached herewith, and are made in good faith based on the activities, approach, and assumptions contained within this SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of $200 per hour for all resources. Additionally, the Client is responsible for all reasonable out-of-pocket costs and expenses incurred during execution of this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six (6) months or additional Services fees will apply.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **8/12/2025**

FY 2025: Additional Funds

Additional funds are needed for cash disbursements paid in May and June on prior year purchase orders. The goods and/or services were actually received in FY 2025 and are FY 2025 expenditures.

Amounts below were entered with a PO and do not require an adjustment in PeopleSoft.

General Fund	Category	Fund	Dept	Amount
Non-Departmental	590000 (Capital)	10000	14900	$ 28,332.21
County Court at Law 3	520000 (Operating)	10000	15003	$ 80.33
Information Systems	520000 (Operating)	10000	22000	$ 10,883.75
Information Systems	590000 (Capital)	10000	22000	$ 18,045.00
Facilities Management	520000 (Operating)	10000	25000	$ 2,420.00
Animal Control	520000 (Operating)	10000	30100	$ 220.93
Constable-Precinct 3	520000 (Operating)	10000	32300	$ 2,722.70
Constable-Precinct 3	590000 (Capital)	10000	32300	$ 15,278.72
Children Protective Services	520000 (Operating)	10000	46000	$ 1,590.39
Environmental Health	520000 (Operating)	10000	47000	$ 5.00
Parks	520000 (Operating)	10000	56000	$ 230.70
Parks	590000 (Capital)	10000	56000	$ 80,827.21
				$ 160,636.94
Other Funds				
Road and Bridge Non-Const.	520000 (Operating)	20000	75000	$ 23,305.10
Road and Bridge Const.	590000 (Capital)	20500	75000	$ 284,547.98
				$ 307,853.08

Records Mgmt-Co. Clk.	520000 (Operating)	38110	12000	$ 450.00
DA Forfeiture, CCP Ch. 59	590000 (Capital)	38730	19300	$ 51,615.00
				$ 52,065.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **8/12/2025**

Audit Report for Brazoria County Emergency Services District No. 2

That Commissioners' Court accept the Financial Audit Report for Brazoria County Emergency Services District No. 2 for the year ending September 30, 2024.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2024

KM&L
CERTIFIED PUBLIC ACCOUNTANTS

8 WEST WAY COURT
LAKE JACKSON, TEXAS 77566

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2
Annual Financial Report
For the Year Ended September 30, 2024

Table of Contents

Exhibit Number		Page Number
	Financial Section	
	Independent Auditor's Report	7-9
	Management's Discussion and Analysis	11-14
	Basic Financial Statements:	
	Government-Wide Financial Statements:	
A-1	Statement of Net Position	16
B-1	Statement of Activities	17
	Governmental Fund Financial Statements:	
C-1	Balance Sheet - General Fund	20
	Reconciliation of the General Fund Balance Sheet to the Governmental Activities Statement of Net Position	21
C-2	Statement of Revenues, Expenditures, and Change in Fund Balance of General Fund	22
	Reconciliation of the Statement of Revenues, Expenditures, and Change in Fund Balance of General Fund to the Governmental Activities Statement of Activities	23
	Notes to Financial Statements	26-39
	Required Supplementary Information	
D-1	Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual - General Fund	42

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FINANCIAL SECTION

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KM&L
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

To the Board of Commissioners
Brazoria County Emergency Services District No. 2
Brazoria, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and general fund of the Brazoria County Emergency Services District No. 2 (the "District"), as of and for the year ended September 30, 2024, 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 general fund of the District, as of September 30, 2024, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 and *Government 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 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 and *Government 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 budgetary comparison information on pages 11 through 14 and page 42 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 25, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering District's internal control over financial reporting and compliance.

KM&L, LLC

Lake Jackson, Texas
February 25, 2025

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As directors of Brazoria County Emergency Services District No.2 (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2024.

Financial Highlights

- The assets of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $ 11,354,831 (net position). Of this amount, $ 8,541,349 (unrestricted net position) may be used to meet the District's ongoing obligations to citizens and creditors with the District's fund designation.

- The District's total net position increased by $ 2,716,727.

- As of the close of the current fiscal year, the District's governmental fund reported an ending fund balance of $ 8,453,181 or 358.57% of the total general fund expenditure. 100% of this total amount (unassigned fund balance), is available for use within the District's fund designation.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The s*tatement of net position* presents information on all of the District's assets, liabilities and deferred inflows of resources, with the difference being 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 is improving or deteriorating.

The s*tatement of activities* presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the District that are principally supported by taxes. The *governmental activities* of the District include general government and administration, and contractual expenses (support of fire departments).

The government-wide financial statements can be found on pages 16 through 17 of this report.

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, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has only one major fund, which is the general fund, and is reported as a governmental fund.

- **Governmental Funds**. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The fund financial statements can be found on pages 20 through 23 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 26 through 39 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information. The required supplementary information can be found on page 42 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of government's financial position. In the case of the District's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $ 11,354,831 as of September 30, 2024. Net position of the District's governmental activities increased by $ 2,716,727, from $ 8,638,104 to $ 11,354,831.

Net investments in capital assets of $ 2,813,482 reflects its investment in capital assets less any debt used to acquire those assets that is still outstanding. The remaining balance of unrestricted net position of $ 8,541,349 may be used to meet the government's ongoing obligations to citizens and creditors.

The District's Net Position

	2024	2023
Assets:		
Current and other assets	$ 9,243,345	$ 6,715,883
Capital assets	3,015,824	2,513,481
Total assets	12,259,169	9,229,364
Liabilities:		
Other liabilities	45,675	48,386
Long-term liabilities	202,342	275,907
Total liabilities	248,017	324,293
Total deferred inflows of resources	656,321	266,967
Net Position:		
Net investment in capital assets	2,813,482	2,237,574
Unrestricted	8,541,349	6,400,530
Total net position	$ 11,354,831	$ 8,638,104

Governmental Activities: Governmental activities increased the District's net position by $ 2,716,727. Total revenues from governmental activities amounted to $ 4,497,157, of which property taxes amounted to 81.86%. The following table provides a summary of the District's operations for the years ended September 30, 2024 and 2023, respectively.

The District's Change in Net Position

	2024	2023
Program Revenues:		
Charges for services	$ 162,435	$ 64,711
Operating grants and contributions	3,227	-
Capital grants and contributions	240,000	-
General Revenues:		
Property taxes	3,681,234	3,022,935
Investment income	410,261	304,239
Total revenues	4,497,157	3,391,885
Expenses:		
General government and administration	646,103	516,806
Contractual	1,128,750	1,075,000
Interest and fiscal charges	5,577	7,369
Total expenses	1,780,430	1,599,175
Change in net position	2,716,727	1,792,710
Net position - beginning	8,638,104	6,845,394
Net position - ending	$ 11,354,831	$ 8,638,104

Financial Analysis of the District's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the District's governmental fund reported a fund balance of $ 8,453,181. 100 % of this total amount constitutes unassigned fund balance.

General Fund Budgetary Highlights. During the year ended September 30, 2024, actual revenues exceeded the budget by $ 572,192 due to higher than expected investment income and an increase in intergovernmental revenue. Actual expenditures were more than the budget by $ 89,696 mainly due to the fact that the District had more expenditures on capital outlay. The budget had one amendment.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2024, amounts to $ 3,015,824 (net of accumulated depreciation). Additional information on the District's capital assets can be found in Note 5 on page 38 of this report.

Long-Term Debt (Purchase Financial Notes)

At the end of the current fiscal year, the District has $ 202,342 of purchase financing notes. Additional information on the District's long-term debt can be found in Note 6 on pages 38 through 39 of this report.

Economic Factors and Next Year's Budget and Rates

In the 2024-2025 budget, revenues are budgeted to remain the same from the 2023-2024 budget year. Budgeted expenditures are to increase by 17.73% over the preceding year's budget due to an increase in capital outlay.

Request for Information

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 financial information should be addressed to the Board of Commissioners, 202 North Brooks Street, Brazoria, Texas 77422.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 Exhibit A-1

Statement of Net Position
September 30, 2024

	Total Governmental Activities
Assets:	
Cash and cash equivalents	$ 8,462,251
Receivables, net:	
Taxes	104,080
Lease receivable	671,328
Due from other government	5,686
Capital Assets (net of accumulated depreciation):	
Air pack equipment, net	97,203
Emergency equipment, net	146,514
Pumper truck and trailer, net	2,772,107
Total assets	12,259,169
Liabilities:	
Accounts payable	42,955
Accrued interest	2,720
Noncurrent Liabilities:	
Due within one year	91,391
Due in more than one year	110,951
Total liabilities	248,017
Deferred Inflows of Resources:	
Lease related	656,321
Total deferred outflows of resources	656,321
Net Position:	
Net investment in capital assets	2,813,482
Unrestricted	8,541,349
Total net position	$ 11,354,831

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 Exhibit B-1

Statement of Activities
For the Year Ended September 30, 2024

Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position Total Governmental Activities
Governmental Activities:					
General government and administration	$ 646,103	$ -	$ 3,227	$ -	$ (642,876)
Contractual	1,128,750	162,435	-	240,000	(726,315)
Interest and fiscal charges	5,577	-	-	-	(5,577)
Total governmental activities	$ 1,780,430	$ 162,435	$ 3,227	$ 240,000	(1,374,768)
General Revenue:					
Property taxes					3,681,234
Investment income					410,261
Total general revenues					4,091,495
Change in net position					2,716,727
Net position - beginning					8,638,104
Net position - ending					$ 11,354,831

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

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FUND FINANCIAL STATEMENTS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 Exhibit C-1

Balance Sheet - General Fund
September 30, 2024

	Total Governmental Funds
Assets:	
Cash and cash equivalents	$ 8,462,251
Receivables, net:	
Taxes	104,080
Lease receivable	671,328
Due from other government	5,686
Total assets	$ 9,243,345
Liabilities, Deferred Inflows of Resources and Fund Balance:	
Liabilities:	
Accounts payable	$ 42,955
Total liabilities	42,955
Deferred Inflows of Resources:	
Deferred inflows of resources	747,209
Total deferred inflows of resources	747,209
Fund Balance:	
Unassigned	8,453,181
Total fund balance	8,453,181
Total liabilities, deferred inflows of resources and fund balance	$ 9,243,345

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2
Reconciliation of the General Fund Balance Sheet
to the Governmental Activities Statement of Net Position
September 30, 2024

Fund balance - general fund balance sheet (C-1)	$ 8,453,181
Amounts reported for *governmental activities* in the statement of net position (A-1) are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund. Capital assets include $ 4,799,557 in assets less $ 1,783,733 in accumulated depreciation.	3,015,824
Property taxes receivable unavailable to pay for current period expenditures are deferred in the funds. Deferred property tax revenues for the general fund amounted to $ 90,888.	90,888
Payable for purchase financing notes is not reported in the funds.	(202,342)
Payable for accrued interest is not reported in the funds.	(2,720)
Net position of governmental activities - statement of net position (A-1)	$ 11,354,831

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 Exhibit C-2

Statement of Revenues, Expenditures, and Change in Fund Balance - General Fund
For the Year Ended September 30, 2024

	General Fund
Revenues:	
Property taxes	$ 3,651,814
Intergovernmental	243,227
Investment income	410,261
Lease	162,435
Total revenues	4,467,737
Expenditures:	
Current:	
General Government and Administration:	
Brazoria County Appraisal District fees	23,085
Brazoria County Tax Assessor	35,436
Bookkeeping	9,575
Dispatching fee	59,877
Insurance and bonds	2,086
Membership fee	1,100
Professional fees	36,110
Training	2,100
Repairs and maintenance	6,984
Miscellaneous	11,652
Contractual	1,128,750
Capital outlay	960,441
Debt Service:	
Principal	73,565
Interest and fees	6,741
Total expenditures	2,357,502
Change in fund balance	2,110,235
Fund balance - beginning	6,342,946
Fund balance - ending	$ 8,453,181

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2
Reconciliation of the Statement of Revenues, Expenditures and Change in Fund Balance - General Fund to the Governmental Activities Statement of Activities
For the Year Ended September 30, 2024

Change in fund balance - general fund (C-2)	$	2,110,235
Amounts reported for *governmental activities* in the statement of activities (B-1) are different because:		
Governmental fund reports capital outlay as expenditure. However, in the governmental activities statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The amount by which capital outlay $ 960,441 less depreciation expense $ 458,098 in the current period.		502,343
Repayment of purchase financing notes principal is an expenditure in the governmental fund, but the repayment reduces purchase financing notes liabilities in the governmental activities statement of net position. The amount of purchase financing note principal is in the amount of $ 73,565.		73,565
Property tax revenues in the governmental activities statement of activities do not provide current financial resources and are not reported as revenues in the fund. Change of deferred property tax revenues for the general fund amounted to $ 29,420.		29,420
Some expenses reported in the governmental activities statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental fund. This is the change in accrued interest on purchase financing notes.		1,164
Change in net position of governmental activities (B-1)	$	2,716,727

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

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2
Notes to the Financial Statements
For the Year Ended September 30, 2024

Note		Page
1.	Summary of Significant Accounting Policies	26
2.	New Pronouncements	32
3.	Deposits and Investments	32
4.	Receivables, Uncollectible Accounts, Deferred Inflows of Resources and Unearned Revenues	36
5.	Capital Assets	37
6.	Purchase Financing Notes	38
7.	Lease	39
8.	Excess of Expenditures Over Appropriations	39
9.	Evaluation of Subsequent Events	39

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General Statement

The District was formed on February 13, 2001 under Article III, Section 48-d, of the Texas Constitution. The District's Board of Commissioners, a five-member group appointed by the Brazoria County Commissioners Court, is the level of government which serves to improve firefighting capabilities, promote fire prevention, provide funding and reduce insurance cost within the designated district boundaries.

In order to comply with Texas S.B. 1021, Brazoria County Rural Fire Prevention District No. 1 was changed to Brazoria County Emergency Service District No. 2. Brazoria County Emergency Service District No. 2 assumed all assets and obligations of the old Brazoria County Rural Fire Prevention District No. 1. This resolution was accepted and passed by majority vote on September 8, 2003.

The District prepares its basic financial statements in conformity with generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB) and other authoritative sources.

The following is a summary of the most significant accounting policies.

Reporting Entity

The District is considered an independent entity for financial reporting purposes and is considered a primary government. As required by generally accepted accounting principles, these basic financial statements have been prepared, based on considerations regarding the potential for inclusion of other entities, organizations, or functions, as part of the District's financial reporting entity. Based on these considerations, the District's basic financial statements do not include any other entities. Additionally, as the District is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the District's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the District is part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the District's financial reporting entity status is that of a primary government are: that it has a separately elected governing body; it is legally separate; and it is fiscally independent of other state and local governments.

Additionally prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable; and considerations pertaining to other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Although the Board of the District was appointed by the Brazoria County Commissioners Court; it has the authority to make decisions, appoint administrators and managers, significantly influence operations, and has the primary accountability for fiscal matters. Therefore, the District is a financial reporting entity as defined by the Governmental Accounting Standards Board (GASB) in its GASB Statement No. 61, "The Financial Reporting Entity: Omnibus - an amendment of GASB Statements No. 14. and No. 34". There are no component units included within the reporting entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report financial information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. The *governmental activities* are supported by tax revenues and investment earnings. The District has no *business-type activities* that rely, to a significant extent, on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported in separate columns in the fund financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - Continued

Revenues from local sources consist primarily of property taxes. Property tax revenues are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Revenue from investments is based upon fair value. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. Most investments are reported at amortized cost when the investments have remaining maturities of one year or less at time of purchase.

The District reports the following major governmental fund:

The *general fund* is the government's sole operating fund. It accounts for all financial resources of the District, except those required to be accounted for in another fund. The major revenue source includes local property taxes and interest earnings. Expenditures include all costs associated with the daily operations of the District. The District has only one fund, the general fund.

Fund Balances

The District members meet on a regular basis to manage and review cash financial activities and to ensure compliance with established policies. The District's unassigned general fund balance is maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Board of Trustees. Fund Balance of the District may be committed for a specific source by formal action of the District's Board of Trustees. Amendments or modifications of the committed fund balance must also be approved by formal action by the District's Board of Trustees. In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and unassigned fund balance.

The District implemented GASB Statement No. 54, "Fund Balance, Reporting and Governmental Fund Type Definitions". This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on government's fund balance more transparent. The following classifications describe the relative strength of spending constraints:

Nonspendable Fund Balance - Includes amounts that cannot be spent because they are either not in spendable form, for legal or contractual reasons, must be kept intact. This classification includes inventories, prepaid amounts, assets held for sale, and long-term receivables.

Restricted Fund Balance - Constraints placed on the use of these resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors or other governments; or are imposed by law (through constitutional provisions of enabling legislation).

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Fund Balances - Continued

Committed Fund Balance - Amounts that can only be used for specific purposes because of board resolution by the board of commissioners.

Assigned Fund Balance - Amounts that are constrained by the District's intent to be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. Intent can be stipulated by the District members. With the exception of the general fund, this is the residual fund balance classification for all governmental funds with positive balances.

Unassigned Fund Balance - This is the residual classification of the general fund. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification, as the result of overspending for specific purposes for which amount had been restricted, committed or assigned.

Cash and Investments

The District considers highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, investments are reported at fair value. Fair values are based on published market rates. Current investments have an original maturity of greater than three months but less than one year at the time of purchase. Non-current investments have an original maturity of greater than one year at the time of purchase.

Capital Assets

Capital assets which include Air Pack and Pumper Truck are reported in the total governmental activities column in the government-wide financial statements. All capital assets are valued at historical cost or estimated historical cost if actual historical is not available. Donated capital assets are recorded at acquisition value. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Air pack equipment	10 Years
Emergency equipment	10 Years
Pumper truck and tanker	10 Years

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of January 1 for all real and business property located in the district in conformity with Subtitle E, Texas Property Tax Code. Taxes are due upon receipt of the tax bill and are past due and subject to interest if not paid by February 1 of the year following the October 1 levy date. On January 31 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed.

The appraisal and recording of all property within the District is the responsibility of the Brazoria County Appraisal District (BCAD), an independent governmental unit with a board of directors appointed by the taxing jurisdictions within the county and funded from assessments against those taxing jurisdictions. BCAD is required by law to assess property at 100% of its appraised value. Real property must be reappraised at least every two years.

Under certain circumstances taxpayers and taxing units, including the District, may challenge orders of the BCAD Review Board through various appeals and, if necessary, legal action.

The assessed value of the property tax roll, upon which the levy for the 2023-24 fiscal year was based, was $ 4,427,031,401. Taxes are delinquent if not paid by June 30. Delinquent taxes are subject to both penalty and Interest charges plus 20% delinquent collection fees for attorney costs.

The tax rates assessed for the year ended September 30, 2024, to finance general fund operations was $ 0.074923 per $ 100 valuation.

Current tax collections for the year ended September 30, 2024 were 97.39% of the year-end adjusted tax levy. Allowances for uncollectible taxes within the general fund are based on historical experience in collecting taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. As of September 30, 2024, property taxes receivable, net of estimated uncollectible taxes, totaled $ 104,080 for the general fund.

Deferred Outflows and Inflows of Resources

Guidance for deferred outflows of resources and deferred inflows of resources is provided by GASB No. 63, “Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position”. Concepts Statement No. 4, Elements of Financial Statements, introduced and defined those elements as a consumption of net assets by the government that is applicable to a future reporting period, and an acquisition of net assets by the government that is applicable to a future period, respectively. Previous financial reporting standards do not include guidance for reporting those financial statement elements, which are distinct from assets and liabilities. Further, GASB No. 65, “Items Previously Reported as Assets and Liabilities”, had an objective to either (a) properly classify certain items that were previously reported as assets and liabilities as deferred outflows of resources or deferred inflows of resources or (b) recognize certain items that were previously reported as assets and liabilities as outflows of resources (expenses or expenditures) or inflows of resources (revenues).

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. The District has not recorded any bond premiums and discounts. Bond issuance costs are reported as expenditures or expenses in the current period.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of the debt is reported as other financing resources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. The District has not received any premiums and or discounts on debt issuances.

Lease

The District is a lessor for noncancellable leases of trucks. The District recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Use of Estimates

The presentation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reporting amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources at the date of the financial statements, and the reported amounts of revenues and expenditures during the period. Actual results could differ from these estimates.

NOTE 2. NEW PRONOUNCEMENTS

GASB issues statements on a routine basis with the intent to provide authoritative guidance on the preparation of financial statements and to improve governmental accounting and financial reporting of governmental entities. Management reviews these statements to ensure that preparation of its financial statements are in conformity with generally accepted accounting principles and to anticipate changes in those requirements. The following recent GASB Statements reflect the action and consideration of management regarding these requirements:

GASB No. 100 “Accounting Changes and Error Corrections - an amendment to GASB Statement No. 62” was issued in June 2022. The statement was implemented and did not have a material effect on the financial statements of the District. The requirements of this statement are effective for reporting periods beginning after June 15, 2023.

GASB No. 101 “Compensated Absences” was issued in June 2022. The management of the District does not expect the implementation of this standard to have a material effect on the financial statements of the District. The requirements of this statement are effective for reporting periods beginning after December 15, 2023.

GASB Statement No. 102 “Certain Risk Disclosures” was issued in December 2023. The management of the District does not expect the implementation of this standard to have a material effect on the financial statements of the District. The requirements of this statement are effective for reporting periods beginning after June 15, 2024.

GASB Statement No. 103 “Financial Reporting Model Improvements” was issued in April 2024. The management of the District does not expect the implementation of this standard to have a material effect on the financial statements of the District. The requirements of this statement are effective for reporting periods beginning after June 15, 2025.

GASB Statement No. 104 “Disclosure of Certain Capital Assets” was issued in September 2024. The management of the District does not expect the implementation of this standard to have a material effect on the financial statements of the District. The requirements of this statement are effective for reporting periods beginning after June 15, 2025.

NOTE 3. DEPOSITS AND INVESTMENTS

The District classifies deposits and investments for financial statement purposes as cash and cash equivalents, current investments, and non-current investments based upon both liquidity (demand deposits) and maturity date (deposits and investments) of the asset at the date of purchase. For this purpose an investment is considered a cash equivalent if when purchased it has maturity of three months or less. Investments are classified as either current investments or non-current investments. Current investments have maturity of one year or less and non-current investments are those that have a maturity of one year or more. See Note 1 for additional Governmental Accounting Standards Board Statement No. 31 disclosures.

NOTE 3. DEPOSITS AND INVESTMENTS - Continued

Cash and cash equivalents, current investments, and non-current investments as reported on the statement of net position at September 30, 2024 are as follows:

	Total
Cash and cash equivalents:	
Demand deposits	$ 34,966
Texpool	8,427,285
Total cash and cash equivalents	$ 8,462,251

Deposits

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of a financial institution failure, the District's deposits may not be returned to them. The District requires that all deposits with financial institutions be collateralized in an amount equal to 100 percent of uninsured balances.

Under Texas state law, a bank serving as the District's depository must have a bond or in lieu thereof, deposited or pledged securities with the District or an independent third party agent, an amount equal to the highest daily balance of all deposits the District may have during the term of the depository contract, less any applicable FDIC insurance.

At September 30, 2024, the carrying amount of the District's cash, savings, and time deposits was $ 34,966. The financial institutions balances were $ 34,966 at September 30, 2024. All deposits were insured by FDIC or collateralized with securities pledged in the name of the District and held by a third party financial institution's trust department.

Investments

Chapter 2256 of the Texas Government Code (the Public Funds Investment Act) authorizes the District to invest its funds in areas that primarily emphasizes the safety of principal and liquidity, addresses investment diversification, yield, and maturity and addresses the quality and capability of investment personnel.

The following are authorized investments under chapter 2256 of the Texas Government Code.

1.) Obligations of, or Guaranteed by Governmental Entities
   a.) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
   b.) direct obligations of this state or its agencies and instrumentalities;
   c.) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
   d.) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States, or their respective agencies and instrumentalities;
   e.) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent and;

NOTE 3. DEPOSITS AND INVESTMENTS - Continued

Investments - Continued

2.) Certificates of Deposit
   a.) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor;
3.) Repurchase Agreements
   a.) a fully collateralized agreement that has a defined termination date, secured by obligations of the United States, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or financial institution doing business in this state.
4.) Banker's Acceptances
   a.) if the stated maturity of 270 days or fewer from the date of issuance;
   b.) will be, in accordance with its terms, liquidated in full at maturity;
   c.) is eligible for collateral for borrowing from a Federal Reserve Bank;
5.) Obligations of, or Guaranteed by Governmental Entities
   a.) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
   f.) direct obligations of this state or its agencies and instrumentalities;
   g.) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
   h.) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States or their respective agencies and instrumentalities;
   i.) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent and;
6.) Certificates of Deposit
   a.) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor;
7.) Repurchase Agreements
   a.) a fully collateralized agreement that has a defined termination date, secured by obligations of the United States, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or financial institution doing business in this state.
8.) Banker's Acceptances
   a.) if the stated maturity of 270 days or fewer from the date of issuance;
   b.) will be, in accordance with its terms, liquidated in full at maturity;
   c.) is eligible for collateral for borrowing from a Federal Reserve Bank;
9.) Commercial Paper
   a.) if the stated maturity of 270 days or fewer from the date of issuance; and
   b.) is rated not less than A-1 or P-1, or an equivalent rating by at least two nationally recognized credit rating agencies; or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

NOTE 3. DEPOSITS AND INVESTMENTS - Continued

Investments - Continued

10.) No-load Mutual Funds
   a.) if registered with and regulated by the Securities and Exchange Commission;
   b.) has an average weighted maturity of less than two years;
   c.) is invested exclusively in obligations of, or guaranteed by governmental entities mentioned above;
   d.) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent.

11.) Guaranteed Investment Contacts
   a.) if it has a defined termination date;
   b.) is secured by obligations of, or guaranteed by governmental entities mentioned above, in an amount at least equal to the amount of bond proceeds invested under the contract;
   c.) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

12.) Investment Pools
   a.) Public funds investment pool meeting the requirements of Government Code 2256.016 - 2256.019.

The District participates in one Local Government Investment Pools (LGIPs): Texpool. The State Comptroller of Public Accounts oversees Texpool. Federated Investors is the full service provider to the pools managing the assets, providing participant services, and arranging for all custody and other functions in support of the pool's operations under a contract with the Comptroller.

The District invests in Texpool to provide its liquidity needs. Texpool is a local government investment pool that was established in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the Public Funds Investment Act, Chapter 2256 of the Code. Texpool is a 2(a)7 like fund, meaning that it is structured similar to a money market mutual fund. Such funds allow shareholders the ability to deposit or withdraw funds on a daily basis. Interest rates are also adjusted on a daily basis. Such funds seek to maintain a constant net asset value of $ 1.00, although this cannot be fully guaranteed. Texpool is rated AAA and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2024 Texpool had a weighted average maturity of 26 days. Although Texpool portfolio had a weighted average maturity of 26 days, the District considers holdings in these funds to have a one day weighted average maturity. This is due to the fact that the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

NOTE 3. DEPOSITS AND INVESTMENTS - Continued

Investments - Continued

The following table includes the portfolio balance of all investment types of the District at September 30, 2024:

Investment Type	Fair Value	Weighted Average Maturity (Days)
Texpool	$ 8,427,285	26

Credit Risk - As of September 30, 2024, the LGIPs (which represent 100% of the District's portfolio) are rated AAAm by Standard and Poor's.

Interest Rate Risk - As a means of minimizing risk of loss due to interest rate fluctuations, investment maturities shall not exceed the lesser of a dollar weighted average maturity of 270 days or the anticipated cash flow requirements of the funds. Quality short-to-medium term securities should be purchased, which complement each other in a structured manner that minimizes risk and meets the District's cash flow requirements.

Fair Value - The District implemented its fair value measurements within the fair value hierarchy established by GASB No 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The District holds no investments as of September 30, 2024.

NOTE 4. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, DEFERRED INFLOWS OF RESOURCES AND UNEARNED REVENUES

Receivables and Allowances

Receivables as of September 30, 2024, for the District, including the applicable allowances for uncollectible accounts, are as follows:

	General Fund
Receivables:	
Property taxes	$ 200,303
Lease	671,328
Due from other governments	5,686
Gross receivables	877,317
Less Allowance for Uncollectible:	
Property taxes	(96,223)
Net total receivable	$ 781,094

NOTE 4. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, DEFERRED INFLOWS OF RESOURCES AND UNEARNED REVENUES - Continued

Receivables and Allowances - Continued

Governmental funds defer the recognition of revenue in connection with receivables that are considered to be unavailable to liquidate liabilities of the current period and report these amounts as deferred inflows of resources. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned and report these amounts as a liability (unearned revenue). There is no unearned revenue as of September 30, 2024.

As of September 30, 2024, deferred inflows of resources were reported in the governmental fund as follows:

	Amount
Delinquent property taxes receivable	$ 90,888
Lease	656,321
Total deferred inflows of resources	$ 747,209

As of September 30, 2024, $ 656,321 deferred inflows of resources were reported in the governmental activities for leases.

NOTE 5. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

	Balance 10/01/23	Additions	Retirements	Balance 9/30/24
Governmental Activities:				
Capital Assets, Being Depreciated:				
Air pack equipment	$ 344,582	$ 54,157	$ -	$ 398,739
Emergency equipment	-	162,297	-	162,297
Pumper truck and tanker	3,494,534	743,987	-	4,238,521
Total capital assets being depreciated	3,839,116	960,441	-	4,799,557
Accumulated Depreciation:				
Air pack equipment	262,623	38,913	-	301,536
Emergency equipment	-	15,783	-	15,783
Pumper truck and tanker	1,063,012	403,402	-	1,466,414
Total accumulated depreciation	1,325,635	458,098	-	1,783,733
Governmental activities capital assets, net	$ 2,513,481	$ 502,343	$ -	$ 3,015,824

NOTE 5. CAPITAL ASSETS – Continued

Depreciation Expense

Depreciation expense was charged to functions/programs of the governmental activities as follows:

Governmental Activities:	
General government and administration	$ 458,098
Total depreciation expense - governmental activities	$ 458,098

NOTE 6. PURCHASE FINANCING NOTES

On September 21, 2016, the District entered into a Master Governmental Purchase Agreement with Wells Fargo in the amount of $ 413,666 for financing a Pumper Fire Truck purchased. The interest rate related to the obligation is 2.71% and the maturity date is October 3, 2025. During the year ended September 30, 2024, $ 42,933 of principal and $ 3,586 in interest expenses related to the note were paid. Accrued interest expense was $ 2,422 at September 30, 2024.

On September 21, 2017, the District entered into a Master Governmental Purchase Agreement with Branch Banking & Trust Company in the amount of $ 300,000 for financing of a Pumper Fire Truck purchased. The interest rate related to the obligation is 2.32% and the maturity date is September 1, 2027. During the year ended September 30, 2024, $ 30,632 of principal and $ 3,155 in interest expenses related to the note were paid. Accrued interest expense was $ 298 at September 30, 2024.

The following is a schedule showing the future minimum note payments:

Year Ended September 30,	Principal	Interest	Total
2025	$ 91,391	$ 4,499	$ 95,890
2026	77,742	2,564	80,306
2027	33,209	579	33,788
	$ 202,342	$ 7,642	$ 209,984

Transactions for the year ended September 30, 2024 are summarized as follows:

	Balance 10/01/23	Additions	Reductions	Balance 09/30/24	Current Portion
Governmental Activities:					
Purchase financing notes	$ 275,907	$ -	$ (73,565)	$ 202,342	$ 91,391
Total governmental activities	$ 275,907	$ -	$ (73,565)	$ 202,342	$ 91,391

NOTE 7. LEASES

Lease Receivable

The District enters into various lease agreements with the fire departments to use the District's trucks. The leases expire in various years through 2033. The District is receiving quarterly payments. The District recognized $ 139,130 in lease revenue and $ 23,305 in interest revenue during the current fiscal year related to these leases. As of September 30, 2024, the District's receivable for lease payments was $ 671,328. Also, the District has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2024, the balance of the deferred inflow of resources was $ 656,321. The future lease receivable as of September 30, 2024 was as follows:

Year Ended September 30,	Principal	Interest	Total
2025	$ 141,094	$ 20,536	$ 161,630
2026	133,910	16,044	149,954
2027	84,946	12,125	97,071
2028	68,019	9,783	77,802
2029	70,170	7,633	77,803
2030-2033	173,189	12,400	185,589
	$ 671,328	$ 78,521	$ 749,849

NOTE 8. EXCESS OF EXPENDITURES OVER APPROPRIATIONS

During the year ended September 30, 2024, the District incurred expenditures in excess of appropriations in the general fund of $ 89,696.

NOTE 9. EVALUATION OF SUBSEQUENT EVENTS

The District has evaluated subsequent events through February 25, 2025, the date which the financial statements were available to be issued.

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REQUIRED SUPPLEMENTAL INFORMATION

BRAZORIA COUNTY EMERGENCY DISTRICT NO. 2 Exhibit D-1

Schedule of Revenues, Expenditures and Change in Fund Balance - Budget and Actual - General Fund
For the Year Ended September 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Revenues:				
Property taxes	$ 3,630,045	$ 3,630,045	$ 3,651,814	$ 21,769
Intergovernmental	-	-	243,227	243,227
Investment income	200,000	200,000	410,261	210,261
Lease	65,500	65,500	162,435	96,935
Total revenues	3,895,545	3,895,545	4,467,737	572,192
Expenditures:				
Current:				
General Government and Administration:				
Brazoria County Appraisal District fees	18,000	24,000	23,085	915
Brazoria County Tax Assessor	15,000	17,000	35,436	(18,436)
Bookkeeping	13,200	13,200	9,575	3,625
Dispatching fee	40,000	60,500	59,877	623
Insurance and bonds	3,000	3,000	2,086	914
Member fee	1,100	1,100	1,100	-
Professional fees	62,500	62,500	36,110	26,390
Training	50,000	23,000	2,100	20,900
Repairs and maintenance	100,000	100,000	6,984	93,016
Miscellaneous	30,900	24,450	11,652	12,798
Contractual	1,128,750	1,128,750	1,128,750	-
Capital outlay	500,000	725,000	960,441	(235,441)
Debt Service:				
Principal	80,306	80,306	73,565	6,741
Interest and fees	5,000	5,000	6,741	(1,741)
Total expenditures	2,047,756	2,267,806	2,357,502	(89,696)
Change in fund balance	1,847,789	1,627,739	2,110,235	482,496
Fund balance - beginning	6,342,946	6,342,946	6,342,946	-
Fund balance - ending	$ 8,190,735	$ 7,970,685	$ 8,453,181	$ 482,496

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **8/12/2025**

FY 2025: Line Item Transfer

Constable - Pct. 4	520000 (Operating)	10000	32400	($39,698)
	590000 (Capital)	10000	32400	$39,698

Transfer needed for participation in boat purchase with Fund 10340 Constable Pct. 4 - Marine Team.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **8/12/2025**

FY 2025: Record Budget for Other Funds

Constable Pct. 4 - Marine Team	465100 (Donation)	10340	32400	($14,700)
	460100 (Interest)	10340	32400	($ 965)
	590000 (Capital)	10340	32400	$15,665

Record budget for donated revenue and related capital for the Marine Law Enforcement/Safety program.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **8/12/2025**

FY 2025: Line Item Transfer

Flood Plain Admin	420400 (Bldg Permit Revenue)	10000	65000	($260,000)
County Court at Law 1	520000 (Operating)	10000	15001	$ 25,000
County Court at Law 2	520000 (Operating)	10000	15002	$ 51,000
County Court at Law 3	520000 (Operating)	10000	15003	$ 23,000
County Court at Law 4	520000 (Operating)	10000	15004	$ 26,000
District Courts	520000 (Operating)	10000	16000	($ 75,000)
District Court - 149th	520000 (Operating)	10000	16149	$155,000
District Court - 461st	520000 (Operating)	10000	16461	$ 85,000
Judicial Miscellaneous	520000 (Operating)	10000	19000	$380,000
Indigent Health Care	520000 (Operating)	10000	45200	($410,000)

Transfer needed for building permit revenue and court costs including adult indigent attorney expenditures.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **8/12/2025**

FY 2025: Line Item Transfer

District Attorney	520000 (Operating)	10000	19300	$65,657
	590000 (Capital)	10000	19300	($65,657)

Transfer is needed for expenditures not requiring capitalization.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **8/12/2025**

FY 2025: Line Item Transfer

Non-Departmental	460100 (Interest)	10000	14900	($200,000)
District Court - 461st	520000 (Operating)	10000	16461	$200,000

Transfer is needed for interest revenue and adult indigent attorney/investigator costs related to a capital murder case.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **8/12/2025**

Brazoria County Community Development's Program Years (PY) 2025-2029 Consolidated Plan and 2025 Annual Action Plan

Approve the Brazoria County Community Development 2025-2029 Consolidated Plan and 2025 Annual Action Plan. This plan details the five-year strategic plan and objectives, and includes the 2025 proposed projects and locations that eligible based on HUD Federal Regulations.

The Director of the Community Development, Housing Authority and Welfare Department is authorized to submit this plan to HUD.

Further, the Court authorizes the County Judge to sign the application, certifications and any documents to effectuate the Consolidated Plan and Annual Action Plan.

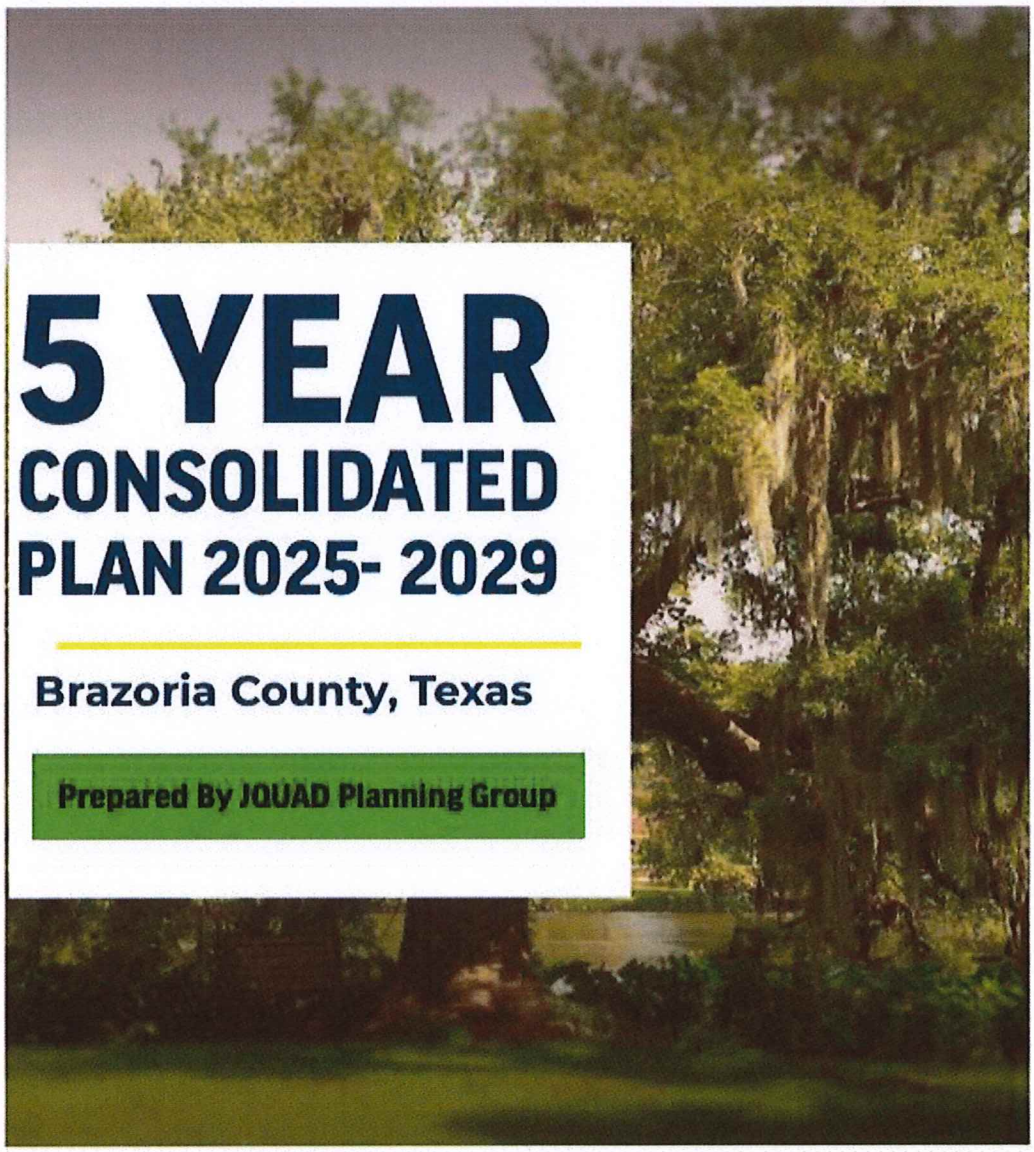
PROGRAM YEAR 2025 PROPOSED PROJECTS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Brookside Village- Drainage Improvements	$191,500.00
Clute- Sewer Improvidements	$220,000.00
Danbury - Sewer Improvements	$166,500.00
Surfside Beach- Waterline Improvements	$123,500.00
Sweeny- Sewer Improvements	$180,500.00
Salvation Army Shelter - Generator & Accessibility Improvements	$60,000.00
INFRASTRUCTURE SUBTOTAL:	**$942,000.00**
ActionS Homebound Meals	$15,000.00
ActionS Transportation	$20,000.00
Boys & Girls Club Prevention Program – Pct. 1	$3,500.00
Boys & Girls Club Prevention Program – Pct. 2	$6,000.00
Boys & Girls Club Prevention Program – Pct. 3	$4,000.00
Boys & Girls Club Prevention Program – Pct. 4	$2,500.00
Boys & Girls Club Prevention Program- Juvenile Probation	$8,500.00
Brazosport Cares Food Pantry	$14,500.00
Brazosport Cares Food Pantry-Sweeny	$9,500.00
Counseling Connections for Change	$17,750.00
Dream Center	$20,000.00
Gathering Place Alzheimer Program	$14,700.00
Gulf Coast CASA	$18,500.00
Junior Achievement – Pct. 1	$3,500.00
Junior Achievement – Pct. 4	$4,000.00
Refuge for Women	$20,000.00
Salvation Army Subsistence	$14,400.00
Demand Disruption	$17,750.00
PUBLIC SERVICE SUBTOTAL:	**$214,100.00**
General Administration	$271,234.00
2025 CDBG PROGRAM TOTAL:	**$1,427,334.00**

HOME PROGRAM

Housing Rehabilitation/Reconstruction Program	$330,477.52
HOME CHDO	$66,096.00
HOME General Administration	$44,063.00
2025 HOME PROGRAM TOTAL:	**$440,636.52**
TOTAL PY2025 Funding:	**$1,867,970.52**



5 YEAR CONSOLIDATED PLAN 2025- 2029

Brazoria County, Texas

Prepared By JQUAD Planning Group

www.brazoriacountytx.gov

979.849.5711

TABLE OF CONTENTS

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 4

THE PROCESS 9

PR-05 Lead & Responsible Agencies - 91.200(b) 9
PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l) 10
PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c) 20

NEEDS ASSESSMENT 25

NA-05 Overview 25
NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (A, B, C) 26
NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2) 41
NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2) 47
NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2) 51
NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2) 53
NA-35 Public Housing - 91.405, 91.205 (b) 55
NA-40 Homeless Needs Assessment - 91.405, 91.205 (c) 62
NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (B, D) 66
NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f) 69

HOUSING MARKET ANALYSIS 72

MA-05 Overview 72
MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2) 76
MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a) 81
MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a) 88
MA-25 Public And Assisted Housing - 91.410, 91.210(b) 93
MA-30 Homeless Facilities and Services - 91.410, 91.210(c) 97

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d) 101
MA-40 Barriers to Affordable Housing - 91.410, 91.210(e) 104
MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f) 106
MA-50 Needs and Market Analysis Discussion 119
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2) 123
MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3) 126

STRATEGIC PLAN 128

SP-05 Overview 128
SP-25 Priority Needs - 91.415, 91.215(a)(2) 146
SP-30 Influence of Market Conditions - 91.415, 91.215(b) 169
SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c) 195
SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h) 195
SP-60 Homelessness Strategy - 91.415, 91.215(d) 197
SP-65 Lead-based Paint Hazards - 91.415, 91.215(i) 201
SP-70 Anti-Poverty Strategy - 91.415, 91.215(j) 202
SP-80 Monitoring - 91.230 203

EXPECTED RESOURCES 206

AP-15 Expected Resources - 91.420(b), 91.220(c) (1,2) 206

ANNUAL GOALS AND OBJECTIVES 210

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3) &(e) 210
AP-35 Projects - 91.420, 91.220(d) 219
AP-38 Project Summary 223
AP-50 Geographic Distribution - 91.420, 91.220(f) 242
Affordable Housing 243
AP-55 Affordable Housing - 91.420, 91.220(g) 243
AP-60 Public Housing - 91.420, 91.220(h) 244
AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i) 246
AP-75 Barriers to affordable housing - 91.420, 91.220(j) 249

AP-85 OTHER ACTIONS - 91.420, 91.220(K) 251

PROGRAM SPECIFIC REQUIREMENTS 255

ES-05 EXECUTIVE SUMMARY - 24 CFR 91.200(C), 91.220(B)

1. Introduction

A Consolidated Plan is a strategic document prepared by participating jurisdictions receiving HUD entitlement funding. Entitlement communities, including Brazoria County, Texas, in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations must complete this process and submit the plan every 5 years. As an entitlement community, Brazoria County must prepare and submit both the Consolidated Plan and Annual Action Plan to HUD. This entitlement status and requisite plan enables Brazoria County to receive formula grant assistance from HUD for various programs, including the Community Development Block Grant (CDBG), the HOME Investment Partnership Program (HOME) and other funding.

5-Year Consolidated Plan

The Consolidated Plan, submitted to HUD every five years, is created as a result of a collaborative process involving local government, community, residents, industry, economic development, and nonprofit organizations. It incorporates assessing current housing and community development conditions, public participation, and input, analyzing available resources, and identifying priority needs, area needs, and funding priorities. The plan ensures that the proposed strategies align with Brazoria County residents' specific needs and aspirations.

1-Year Annual Action Plan

The Annual Action Plan, which complements the Consolidated Plan, is developed and submitted to HUD annually and provides a detailed breakdown of how the

allocated funds will be utilized in the upcoming 5 years. It outlines specific activities, projects, and programs that will be undertaken to address the identified needs and achieve the established goals. The Action Plan provides flexibility, allowing adjustments and modifications in annual allocations received from HUD on an annual basis in response to changing circumstances and emerging priorities.

The success of the Consolidated Plan relies on collaboration among various stakeholders, including local and regional government agencies, community organizations, business and industry, nonprofits, and residents. By fostering partnerships and engaging in joint efforts, the plan aims to leverage collective resources and expertise to maximize the positive impact on our community.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Decent Housing: Approximately 39% of renters and 24% of homeowners with incomes at or below the Area Median Income (AMI) experience some form of housing problem. These include a housing cost burden exceeding 30% of their income, overcrowded conditions with more than one person per room (total rooms in the unit), or a lack of some or all plumbing or kitchen facilities. The primary issue is cost, though somewhat fewer households face overcrowded conditions. The only method to measure substandard conditions using data from the Census Bureau is the count of housing units lacking some or all plumbing or kitchen facilities. However, the HUD definition does not fully capture reality, particularly regarding older housing stock and those impacted by Hurricane Beryl and other flooding or windstorm events in the past five years.

The County will initiate several activities using CDBG and HOME funds to conserve and enhance the housing stock while providing housing opportunities to meet individual, family, and community needs. Anticipated activities will include Rehabilitating existing housing stock: Promoting the rehabilitation and preservation of Brazoria County's current housing through owner-occupied rehabilitation, which will also focus on retrofitting units for accessibility. Reconstruction of unsound housing: Encouraging the demolition and reconstruction of owner-occupied housing units.

3. Evaluation of past performance

Affordable Housing Objectives:

- Two housing rehabilitation/reconstruction projects were completed, and two homeowners received support for septic system replacements funded through CDBG.
- HOME program efforts exceeded annual goals, assisting three households instead of the targeted two. This reflects effective program execution despite funding limitations.

Homelessness Objectives:

- ESG funds supported renovations of the Salvation Army Shelter in Freeport, increasing capacity and improving facilities. Additionally, 56 individuals received rent and utility assistance through CDBG funds, helping to prevent homelessness and stabilize housing.

Non-Housing Community Development:

- Public Facility and Infrastructure Improvements: Approximately $827,988 was spent on ten projects, including water, sewer, road, and park enhancements, benefiting over 22,344 residents.

- Public Service Programs: Around $219,630 funded 14 projects, impacting more than 2,600 individuals. Notable initiatives included meal and transportation services for seniors, youth prevention programs, food assistance, and mental health counseling.

Adjustments and Challenges:

- The elimination of direct ESG funding required the county to seek alternative grants for emergency and homelessness prevention programs.
- Rising rental rates and inflation intensified the demand for rental and utility assistance, exceeding the available resources.
- Infrastructure projects faced delays due to capacity and supply chain constraints, leading to the procurement of external project management to ensure timely implementation.

Compliance and Reporting:

- The county-maintained compliance with federal regulations, including affirmative marketing for HOME units, ensuring that low- to moderate-income households benefited from the programs.

5. Summary of public comments

One public comment was received via the County's social media platform. The comment was unrelated to the any specific actions in the Consolidated Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were reviewed and considered. After review of the one comment received, no changes were made to the Consolidated Plan as the comment was not related to any specific action in the Consolidated Plan.

7. Summary

The Consolidated Plan community survey received 99 responses. The majority of respondents (52.5%) reported satisfaction with their current housing, though over 77% indicated housing costs had increased in the past three years. The top community needs identified included better roads, sidewalks, and streetlighting (71.9%), more affordable housing (47.5%), and more public safety (38.5%). Nearly 54% of respondents had household incomes below $75,000, and 54% reported a household size of 1-3 individuals. When asked about barriers to finding affordable, safe housing in desired neighborhoods, 23.7% reported experiencing difficulty, citing income, credit history, or source of income as potential obstacles. Additionally, 21% believe housing discrimination exists locally, with another 25.5% considering it likely.

THE PROCESS

PR-05 LEAD & RESPONSIBLE AGENCIES - 91.200(B)

1. Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Brazoria County, Texas	Community Development Department

Table 1 - Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Brazoria County Community Development Department is located at 1524 E. Mulberry, Suite 162, Angleton, TX 7515. For questions, comments, or concerns regarding the Consolidated Plan or any subsequent Annual Action Plan, the primary contact is Daphne Lemelle at (979) 864-1860, by email at DaphneL@brazoriacountytx.gov, or at the office located above between the hours of 8 a.m. and 5 p.m. The office is closed from 12-1 for lunch.

PR-10 CONSULTATION - 91.100, 91.110, 91.200(B), 91.300(B), 91.215(L) AND 91.315(I)

1. Introduction

Brazoria County consulted with multiple entities in preparation for the Consolidated Plan and 2025 Action Plan. The Department hosted planning meetings in December 2024 with its cooperative cities and non-profit agencies. The County conducts at least one public hearing during the development process before the Consolidated Plan and the Action Plan is published, and at least one public hearing during the 30-day comment period to obtain citizens' views and to respond to comments and questions. The County also sends letters to various State and local groups, departments, and organizations as part of the consultation process.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l)).

In preparing the 2025 - 2029 5-Year Consolidated Plan, the Community Development Department hosted planning meetings in December 2024. Two separate meetings were held, one with cooperative cities and one with non-profit agencies that serve the county. The County issued a public notice on July 1st through the local newspapers, its website and through its social media platforms to announce the opening of the 30-day public comment period. Two public hearings were held at 5:30 p.m. on July 8th and July 23rd to gather public input and address community needs. Additionally, a virtual meeting with members of the Community Development Advisory Committee (CDAC) was conducted on July 16th to review market analysis data, discuss strategic priorities and programmatic

direction. Following these participatory events, the final drafts of the Consolidated Plan and Action Plan were submitted for inclusion on the Commissioners Court agenda by August 5th. The Commissioners' Court reviewed and approved the plans during their meeting on August 12th. The finalized plans were then submitted in the HUD IDIS system on August 14th to meet federal requirements.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The jurisdiction actively participates in the Brazoria County Homeless Coalition, which is part of the Texas Balance of State (BOS) Continuum of Care. The jurisdiction met with both the local Coalition and members of the Texas Homeless Network (THN) for the Texas Balance of State, which the jurisdiction falls in.

The needs of persons experiencing homelessness include the need for better coordination among area agencies receiving funding from HUD under the McKinney-Vento Act and Veterans programs and through the State of Texas. This includes the need for long-term support services, housing with supportive services - both short and long-term, and coordination among those entities participating in the coordinated entry process. Several entities provide homeless services but without knowing what services have already been provided to individuals and families experiencing homelessness, it does not efficiently serve the needs of the individual(s)/families accessing the Coordinated Entry system.

There are ongoing needs for persons experiencing homelessness, including overnight shelter, counseling, housing, and opportunities to revisit life skills functions for individual and family success. This may include the ability to access

benefits, find gainful employment, and manage finances. Agencies who receive no federal funding also serve persons experiencing homelessness in Brazoria County; these agencies may not coordinate with federally funding agencies serving the same/similar population(s) and, therefore, may not know to what level or degree the homeless individuals/families are being served within the community sometimes leading to duplication of services. Programs and services continue to be a priority need in Brazoria County for supporting economically disadvantaged children, families with children, veterans, unaccompanied youth, persons struggling with mental illness, and other significant disabilities. Comprehensive, innovative, and specialized services to all persons can encourage growth, allowing people to build better lives for themselves, their families, and their communities. The overall need for services to persons who are at risk of homelessness should be designed for participants to achieve short- and long-term stability and independence to include guided connection to programs focused on stable income with ongoing supportive services. Also needed are trained professional facilitators to help reduce stressors and aid in developing connections to local services to prevent further stress for the individual or family component. Brazoria County continues an aggressive approach in encouraging the use of the Coordinated Entry system recognized by the Texas Balance of State (TX BOS) for its HUD-funded programs for housing and human service program needs for these special needs priority populations and encourages the use of the Homeless Management Information System (HMIS). The use of HMIS ensures that data collection is accurate and complete and provides an improved ability to serve and track client outcomes. Additionally, the jurisdiction will encourage agencies to provide or collaborate with other entities for increased and longer-term supportive services, education, or training opportunities for homeless clients.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS.

The jurisdiction will work toward coordination and collaboration with all agencies receiving funding, including ESG funds, to ensure clients are being fully assessed for housing and supportive service needs. The County will work to ensure agencies receiving ESG funding will work directly with the individuals seeking assistance to establish and complete service prioritization so they will continue with the same service level when they are referred to other service agencies.

The jurisdiction is also considering submittal of an application to the State of Texas Department of Housing and Community Affairs for Emergency Solutions Grant (ESG) funding for the coming program year with the intention of incorporating smaller agencies that have less experience with federal funds to collaborate with the County to address needs of persons and families experiencing homelessness.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities.

Table 2 - Agencies, groups, and organizations that participated.

1	**Agency/Group/Organization**	Homeless Network of Texas dba Texas Homeless Network
	Agency/Group/Organization Type	Balance of State CoC
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with Texas Homeless Network representatives, regarding EHVs, SVs, various policies and procedures addressing homeless needs, HMIS programming, Brazoria County gaps, needs, State ESG funding resources and performance measures. Any discussion with other agencies always benefits the program with various strategies and outcomes.

2	**Agency/Group/Organization**	United Way of Brazoria County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended meetings to review Coordinated Entry policies, assessment process, various needs within the County, and collaborative grant opportunities to increase services to vulnerable populations. Also, coordinated outreach and engagement activities to benefit county residents. With the utilization of the Coordinated Entry process and the new Emergency Housing Vouchers and Stability Vouchers, Brazoria County hopes to assist more homeless families.
3	**Agency/Group/Organization**	Brazoria County Center for Independent Living
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	BCCIL is regularly consulted regarding needs of persons with disabilities in Brazoria County. BCCD makes presentations to BCCIL staff and consumers and receives feedback regarding service needs of community members. Through regular communication BCCD will increase its understanding of the needs of persons with disabilities in the county.

4	**Agency/Group/Organization**	BRAZORIA COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brazoria County Housing Authority included an option of a homeless preference to the waiting list. BCHA has shown the need for more affordable housing in the area. BCHA approaches new apartment complexes about the need for affordable units, but unfortunately, many tax credit properties are not affordable to the voucher holder. With the new allocation of Emergency Housing Vouchers specifically to address the homeless or at-risk of homelessness, BCHA hopes to help with this population.
5	**Agency/Group/Organization**	THE GULF COAST CENTER
	Agency/Group/Organization Type	Services-Health Health Agency Mental Health Authority

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Gulf Coast Center is the mental health authority serving Brazoria and Galveston Counties. BCCD consults with Gulf Coast Center regularly through meetings, conference calls and through a newly formed Community Advisory Board. GCC advised BCCD on the needs of persons experiencing mental health crises, including both the housing, homeless and service needs of such populations. Through regular and planned communication and meetings, BCCD will increase its understanding of the needs of persons with mental health concerns and improve service coordination with GCC for persons in Brazoria County.

Identify any Agency Types not consulted and provide a rationale for not consulting.

No agencies were intentionally excluded from consultation. Every effort was made to ensure advance publication of meetings and opportunities to contribute.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	1. To have a universal system for intake/ assessment and enhance client information management 2. Coordinate partnerships and resources for homeless services 3. Improve access to homeless services with outreach and education 4. Prevent individuals and families from becoming homeless

Table 3 - Other local/regional/federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l)).

Narrative

PR-15 CITIZEN PARTICIPATION - 91.105, 91.115, 91.200(C) AND 91.300(C)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize the citizen participation process and how it impacted goal setting.

Citizen Participation Outreach

1	Agency/Group/Organization	Homeless Network of Texas dba Texas Homeless Network
	Agency/Group/Organization Type	Balance of State CoC
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with Texas Homeless Network representatives, regarding EHVs, SVs, various policies and procedures addressing homeless needs, HMIS programming, Brazoria County gaps, needs, State ESG funding resources and performance measures. Any discussion with other agencies always benefits the program with various strategies and outcomes.

2	**Agency/Group/Organization**	United Way of Brazoria County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended meetings to review Coordinated Entry policies, assessment process, various needs within the County, and collaborative grant opportunities to increase services to vulnerable populations. Also, coordinated outreach and engagement activities to benefit county residents. With the utilization of the Coordinated Entry process and the new Emergency Housing Vouchers and Stability Vouchers, Brazoria County hopes to assist more homeless families.
3	**Agency/Group/Organization**	Brazoria County Center for Independent Living
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	BCCIL is regularly consulted regarding the needs of persons with disabilities in Brazoria County. BCCD makes presentations to BCCIL staff and consumers and receives feedback regarding service needs of community members. Through regular communication BCCD will increase its understanding of the needs of persons with disabilities in the county.
4	**Agency/Group/Organization**	BRAZORIA COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brazoria County Housing Authority included an option of a homeless preference to the waiting list. BCHA has shown the need for more affordable housing in the area. BCHA approaches new apartment complexes about the need for affordable units, but unfortunately, many tax credit s rents are not affordable to the voucher holder. BCHA continues to pursue opportunities to add new vouchers including special purpose vouchers such as Foster Youth to Independence (FYI), Stability Vouchers (SV) and VASH as those opportunities become available.
5	**Agency/Group/Organization**	THE GULF COAST CENTER
	Agency/Group/Organization Type	Services-Health Health Agency Mental Health Authority
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Gulf Coast Center is the mental health authority serving Brazoria and Galveston Counties. BCCD consults with Gulf Coast Center regularly through meetings, conference calls and through a newly formed Community Advisory Board. GCC advised BCCD on the needs of persons experiencing mental health crises, including both the housing, homeless and service needs of such populations. Through regular and planned communication and meetings, BCCD will increase its understanding of the needs of persons with mental health concerns and improve service coordination with GCC for persons in Brazoria County.

Table 4 - Citizen Participation Outreach

NEEDS ASSESSMENT

NA-05 OVERVIEW

Needs Assessment Overview

Guided by its Consolidated Plan and informed by community engagement and data analysis, Brazoria County maintains relative housing affordability compared to nearby areas. However, The County has a high percentage of renter-occupied units (46.2%), driven by its younger population. Vacancy rates have decreased in recent years, highlighting limited housing stock availability. The majority of all new developments are single-family homes located in the northern part of The County, with over 32% of the housing stock built since 2000. South Brazoria County, in contrast, features older housing stock and faces challenges related to infrastructure and housing quality.

The plan emphasizes the need to diversify housing options, including affordable rentals, multi-family developments, and accessible housing for seniors and individuals with disabilities. Revitalizing South Brazoria County and integrating mixed-use developments are prioritized to meet the growing demand while promoting neighborhood sustainability.

This needs assessment provides a detailed examination of Brazoria County's challenges and opportunities, outlining the data-driven priorities that shape its path forward. From housing shortages to the expansion of critical public services, the following sections explore the County's efforts to create a more inclusive, sustainable, and connected community.

NA-10 HOUSING NEEDS ASSESSMENT - 24 CFR 91.405, 24 CFR 91.205 (A, B, C)

Summary of Housing Needs

Demographics	Base Year: 2017	Most Recent Year: 2023	% Change
Population	345,995	381,650	10%
Households	117,088	131,184	12%
Median Income	76,426	95,155	25%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2013-2017 ACS (Base Year), 2019-2023 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,133	11,137	16,139	9,553	37,340
Small Family Households	3,769	4,022	6,903	4,898	21,884
Large Family Households	981	1,457	2,141	1,223	4,297
The household contains at least one person 62-74 years of age	2,521	2,757	4,208	2,142	7,000

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person age 75 or older	1,925	1,615	1,615	1,226	1,985
Households with one or more children 6 years old or younger	1,808	2,094	3,235	1,712	5,699

Table 6 - Total Households Table

Data Source: 2019-2023 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	204	0	14	4	222	128	84	69	60	341
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	34	110	94	0	238	54	78	111	160	403

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	268	230	220	80	798	133	189	293	144	759
Housing cost burden greater than 50% of income (and none of the above problems)	2,574	849	54	0	3,477	1,924	863	347	165	3,299

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	1,025	2,484	1,349	74	4,932	1,031	1,322	2,103	967	5,423
Zero/negative Income (and none of the above problems)	569	0	0	0	569	463	0	0	0	463

Table 7 - Housing Problems Table

Data Source: 2019-2023 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe

cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,088	1,194	388	84	4,754	2,235	1,220	825	534	4,814
Having none of four housing problems	2,282	3,605	5,741	1,941	13,569	3,518	5,152	9,204	6,973	24,847
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 - Housing Problems 2

Data Source: 2019-2023 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,567	1,207	715	3,489	1,093	736	1,027	2,856
Large Related	415	413	30	858	231	438	290	959
Elderly	913	327	203	1,443	1,319	1,021	878	3,218
Other	1,122	1,559	474	3,155	431	112	369	912
Total need by income	4,017	3,506	1,422	8,945	3,074	2,307	2,564	7,945

Table 9 - Cost Burden > 30%

Data Source: 2019-2023 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	235	235	798	308	0	1,106
Large Related	0	0	85	85	141	60	50	251
Elderly	734	134	39	907	765	490	156	1,411
Other	0	627	390	1,017	342	0	0	342
Total need by income	734	761	749	2,244	2,046	858	206	3,110

Table 10 - Cost Burden > 50%

Data 2019-2023 CHAS

Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single-family households	298	279	213	80	870	158	152	320	255	885

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple unrelated family households	4	59	69	0	132	29	115	79	49	272
Other non-family households	10	0	35	0	45	10	0	10	0	20
Total need by income	312	338	317	80	1,047	197	267	409	304	1,177

Table 11 - Crowding Information - 1/2

Data Source: 2019-2023 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 - Crowding Information - 2/2

Describe the number and type of single-person households in need of housing assistance.

The 2022 data indicate there are 66,557 one- and two-person households, a large portion of which struggle to find affordable and suitable housing. Studio and one-bedroom units, often preferred by single-person households, account for only 28% (9,239) rental units, creating a significant mismatch in supply and demand. This shortage is particularly acute among low- and moderate-income individuals, many of whom are cost-burdened, spending more than 30% of their income on housing.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.

Approximately 6.9% of residents under 65 years old, or around 27,025 individuals, have a disability, and based on an average household size of 2.81 persons, about 9,620 households include a disabled member. Of these, an estimated 905 households may require housing assistance, given the 9.4% poverty rate. While specific local statistics on domestic violence are not readily available, national data indicates that many survivors' face housing instability. The Women's Center of Brazoria County provides critical support, including emergency shelters and a 24-hour crisis hotline, highlighting the need for such services locally. Additionally, the Brazoria County Housing Authority administers the Housing Choice Voucher Program (Section 8) to assist low-income residents, including those with disabilities. Various affordable housing options in the county also accept these vouchers and offer rental assistance.

What are the most common housing problems?

The most common housing problems in Brazoria County include a lack of affordable rental options, with nearly 46% of renter households being moderately or severely cost-burdened as of 2022. This issue disproportionately affects households with incomes below $35,000, where over 90% experience significant affordability challenges. The rental vacancy rate, although higher than the Texas average at 11.5%, does not translate to affordable housing, as rents increased by 31.7% from 2017 to 2022, outpacing income growth. Additionally, there is a mismatch in housing stock, with insufficient smaller units for one- and two-person households, as well as for older adults, who increasingly face housing cost burdens. Homeownership affordability is also declining, with median home values rising by 74.4% since 2012, while median family incomes grew by only 34.1% in the same period. Furthermore, racial disparities persist, as cost burdens and access to affordable housing vary significantly across demographic groups. These challenges underscore the need for targeted policies to increase affordable housing supply and address inequalities.

Are any populations/household types more affected than others by these problems?

Households earning less than $35,000 annually face the highest incidence of cost burdens, with over 90% spending a significant portion of their income on rent. These cost burdens often exceed 50% of their income, leaving little room for basic needs such as food, healthcare, and transportation. This economic strain places these families at heightened risk of housing instability or homelessness.

Renter households in Brazoria County are disproportionately affected by housing affordability issues, with nearly 46% being moderately or severely cost-burdened as of 2022. Rising rental costs, which have increased by 31.7% from 2017 to 2022, outpace income growth, making it increasingly difficult for renters to secure affordable housing. Young renters and those with limited financial resources are particularly impacted, often living in substandard housing or overcrowded conditions to reduce costs.

Senior households, especially those aged 65 and older, face growing housing challenges in Brazoria County. Many senior renters (62.2%) are cost-burdened, a rate significantly higher than that of the general population. With a growing share of older adults in the population, there is also a shortage of housing options suitable for their needs, such as smaller, accessible units. Senior homeowners, while less likely to be cost-burdened than renters, may struggle to maintain their homes as they age without sufficient support.

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c). Also, discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

Low-income individuals and families with children in Brazoria County, especially those with extremely low incomes, face significant challenges in maintaining stable housing and avoiding homelessness. These families often struggle with severe cost burdens as the rising cost of housing and utilities outpaces income growth. Assistance provided in the county includes rental and utility support, with programs like the Salvation Army Subsistence Program benefiting 44 individuals in 2023 to

prevent homelessness. Additionally, back-to-school initiatives such as the Dream Center's Backpack Program have supported over 700 low- and moderate-income youth with essential supplies, highlighting the broad needs of vulnerable families.

Formerly homeless individuals and families receiving rapid re-housing assistance often face difficulties transitioning to self-sufficiency. With limited Emergency Solutions Grant (ESG) funds available, only a small number of shelter renovation projects have been completed, such as the Salvation Army shelter expansion. As these families are near the end of their assistance, challenges like insufficient affordable housing, limited income, and inadequate access to supportive services make it difficult to sustain housing stability. To address these issues, ongoing collaborations with organizations like the United Way and local housing authorities aim to provide continued support and resources for at-risk and formerly homeless families.

Suppose a jurisdiction provides estimates of the at-risk population(s). In that case, it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

N/A

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness.

The primary issue is the severe cost burden faced by many households, particularly those with extremely low incomes, who spend more than 30-50% of their income on rent, leaving limited resources for necessities such as food, healthcare, and transportation. Rising rental costs, which have outpaced wage growth, exacerbate this issue, pushing families closer to eviction. The county also suffers from a shortage of affordable rental housing, especially units accessible to households earning below 30% of the Area Median Income (AMI). This mismatch between supply and demand forces many families into overcrowded or substandard housing conditions. Issues such as failing septic systems, mold, and outdated infrastructure further destabilize housing and may result in displacement if repairs are unaffordable. Additionally, individuals with eviction histories or poor credit face significant barriers to securing stable housing, and the lack of landlords participating in voucher programs compounds the problem. Geographic challenges and limited public transportation options further isolate low-income households, making it difficult to access employment, healthcare, and social services. Emergency and transitional housing options are also scarce, with facilities like the Salvation Army shelter–despite recent expansions–unable to meet the growing demand.

Discussion

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NA-15 DISPROPORTIONATELY GREATER NEED: HOUSING PROBLEMS - 91.405, 91.205 (B)(2)

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

Introduction

Evaluating housing issues can provide valuable insights into the prevalence and distribution of problems faced by different racial and ethnic groups. By examining data on housing issues across various income categories, the County can gain a comprehensive understanding of the overall housing needs within Brazoria County.

According to HUD guidelines, “disproportionately greater need” exists when the percentage of individuals in a category of need who belong to a particular racial or ethnic group is at least ten percentage points higher than the percentage of individuals in the category as a whole. HUD also defines "housing problems" as whether or not a household lacks one of the following: complete kitchen facilities, complete plumbing, overcrowding (more than one person per room), or housing costs (rent or mortgage) that exceed 30% of the household’s income.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	7,395	3,747	0
White	3,794	1,668	0
Black / African American	833	531	0
Asian	285	79	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	2,367	1,480	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2019-2023 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	6,222	4,941	0
White	3,141	2,828	0
Black / African American	872	206	0
Asian	90	45	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	2,012	1,763	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2019-2023 CHAS

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	4,631	11,494	0
White	2,160	6,115	0
Black / African American	378	1,063	0
Asian	159	214	0
American Indian, Alaska Native	40	204	0
Pacific Islander	0	0	0
Hispanic	1,851	3,751	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2019-2023 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	1,664	7,869	0
White	795	4,276	0
Black / African American	230	667	0
Asian	100	170	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	468	2,642	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2019-2023 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

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NA-20 DISPROPORTIONATELY GREATER NEED: SEVERE HOUSING PROBLEMS - 91.405, 91.205 (B)(2)

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	5,323	5,800	0
White	2,762	2,689	0
Black / African American	553	811	0
Asian	195	164	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	1,732	2,115	0

Table 17 - Severe Housing Problems 0 - 30% AMI

Data Source: 2019-2023 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	2,414	8,757	0
White	1,271	4,685	0
Black / African American	290	789	0
Asian	0	135	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	857	2,936	0

Table 18 - Severe Housing Problems 30 - 50% AMI

Data Source: 2019-2023 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	1,213	14,945	0
White	506	7,782	0
Black / African American	75	1,372	0
Asian	19	349	0
American Indian, Alaska Native	40	204	0
Pacific Islander	0	0	0
Hispanic	531	5,087	0

Table 19 - Severe Housing Problems 50 - 80% AMI

Data Source: 2019-2023 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	The household has no/negative income but none of the other housing problems.
Jurisdiction as a whole	618	8,914	0
White	278	4,791	0
Black / African American	155	742	0
Asian	25	245	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	159	2,948	0

Table 20 - Severe Housing Problems 80 - 100% AMI

Data Source: 2019-2023 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

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NA-25 DISPROPORTIONATELY GREATER NEED: HOUSING COST BURDENS - 91.405, 91.205 (B)(2)

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

Introduction

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	64,716	12,175	7,357	1,102
White	38,263	5,594	3,984	482
Black / African American	7,081	1,541	963	63
Asian	1,506	500	210	44
American Indian, Alaska Native	272	0	15	0
Pacific Islander	0	0	0	0
Hispanic	17,074	4,283	2,082	498

Table 21 - Greater Need: Housing Cost Burdens AMI

Data Source: 2019-2023 CHAS

Discussion

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NA-30 DISPROPORTIONATELY GREATER NEED: DISCUSSION - 91.205 (B)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

In the 0%-30% AMI category, 66.36% of all households in the jurisdiction experience at least one of the four housing problems. Among racial and ethnic groups, no group demonstrates a disproportionately greater need. White households experience housing problems at a rate of 69.45%, slightly above the jurisdiction's overall rate but not exceeding the threshold for disproportionate need. Hispanic households have a rate of 61.53%, and Black/African American households have a rate of 61.07%, both slightly below the overall jurisdiction rate. However, Asian households report housing problems at a rate of 78.29%, which is 11.93 percentage points higher than the jurisdiction's overall rate, indicating a disproportionately greater need for this group. Other groups, such as American Indian/Alaska Native and Pacific Islander households, either have no recorded housing problems or insufficient data for analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The northern areas of the county, such as Pearland and Alvin, are diverse, with growth among Hispanic and Asian populations. In Brazoria, White residents are concentrated in the eastern, more established parts of neighborhoods. Hispanic

populations predominantly reside in the western part of the county, where housing is of lower cost.

NA-35 PUBLIC HOUSING - 91.405, 91.205 (B)

Introduction

The County's Community Development Department and the Brazoria County Housing Authority are co-located with integrated management and leadership allowing for close coordination of housing and community development strategies. Brazoria County Housing Authority provides housing assistance to low-moderate-income residents through the management of the Housing Choice Voucher Program. The HCV Program is income-based, and the U. S. Department of Housing and Urban Development sets the eligibility guidelines. The program currently has 612 Housing Choice vouchers available to active participants.

Totals in Use

Program Type									
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units/vouchers available	0	0	0	612	0	612	0	0	0

Table 22 - Public Housing by Program Type *includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home

Race of Residents

Program Type									
				Vouchers					
							Special Purpose Voucher		
Race	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	258	0	258	0	0	0
Black/African American	0	0	0	306	0	306	0	0	0
Asian	0	0	0	3	0	3	0	0	0
American Indian, Alaska Native	0	0	0	2	0	2	0	0	0
Pacific Islander	0	0	0	2	0	2	0	0	0
Other	0	0	0	2	0	2	0	0	0
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 23 - Race of Public Housing Residents by Program Type

Data Source: BCHA Data System, Household Composition Report, 2025

Ethnicity of Residents

Program Type									
				Vouchers					
							Special Purpose Voucher		
Ethnicity	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	106	0	106	0	0	0
Not Hispanic	0	0	0	467	0	467	0	0	0
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 - Ethnicity of Public Housing Residents by Program Type

Data Source: BCHA Data System, Household Composition Report, 2025

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

N/A

What are the number and type of families on the waiting lists for public housing and Section 8 tenant-based rental assistance? Based on the information above and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

BCHA HCV Waiting List Family Characteristics

Program Type				
	Vouchers-Waiting List			
Race	Tenant -based	Elderly	Disabled	Families with Children
White	17			
Black/African American	357			
Asian	3			
American Indian, Alaska Native	4			
Pacific Islander	0			
Other	13			
Total	393	31	82	246

Data Source: BCHA Data System, Family Composition Report (Waiting List), 2025

How do these needs compare to the housing needs of the population at large?

N/A

Discussion

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NA-40 HOMELESS NEEDS ASSESSMENT - 91.405, 91.205 (C)

Introduction:

The Homeless Coalition of Brazoria County is part of the Texas Balance of State Continuum of Care and coordinates with the Texas Homeless Network to further their efforts in identifying and planning for the needs of homeless individuals and families.

The Homeless Coalition of Brazoria County is a group of local and regional non-profit organizations, governmental entities, and faith-based entities that serve the cities and rural areas of Brazoria County by providing support services, emergency shelter, and housing.

The Texas Homeless Network (THN) is a non-profit membership organization that serves as the lead agency for the Continuum of Care planning, coordination, and management of the Homeless Management Information System (HMIS) for the 213 Texas counties in the Texas Balance of State Continuum of Care. THN assists in developing awareness and formulating strategies concerning statewide issues in the prevention and elimination of homelessness that require a comprehensive approach using a community-based planning structure.

If data is not available for the categories "number of persons becoming and exiting homelessness each year" and "number of days that persons experience homelessness," describe these categories for each

homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Nature and Extent of Homelessness: (Optional)

Estimate the number and type of families in need of housing assistance, including families with children and families of veterans.

Targeted Populations	#	% of Total Persons Counted	Sheltered		Unsheltered	
			#	%	#	%
Chronically* Homeless Persons	11	8.5%	0	0%	11	100%
Adult Domestic Violence Survivor	11	8.5%	8	72.7%	3	27.3%
Veterans	47	36.4%	44	93.6%	3	6.4%
Unaccompanied Youth & Young Adults	4	3.1%	1	25%	3	75%

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Black or African American individuals represent a substantial portion of the homeless population, reflecting broader systemic inequities such as economic disparities, limited access to affordable housing, and historical discrimination. Hispanic or Latino individuals also face heightened vulnerability to homelessness, often due to barriers like language access, immigration status, and economic challenges.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Unsheltered homelessness, which includes individuals living in places not meant for habitation, such as streets, parks, or encampments, is prevalent and driven by a lack of emergency shelter beds and affordable housing options. These individuals often face heightened exposure to weather extremes, safety risks, and limited access to basic hygiene facilities, exacerbating their vulnerability.

Sheltered homelessness, on the other hand, involves individuals and families residing in temporary facilities such as emergency shelters, transitional housing, or hotel voucher programs. Facilities like Families in Crisis and the Brazoria County Homeless-to-Housed Village provide critical support to these populations, offering basic shelter alongside case management and access to resources. However, capacity remains a significant challenge, with shelters frequently operating at or near full occupancy, leaving many without immediate options for safe housing.

Both sheltered and unsheltered populations include subgroups with unique needs, such as veterans, individuals with disabilities, victims of domestic violence, and families with children. Chronic homelessness is also a notable concern, with many individuals experiencing homelessness for extended periods, often compounded by mental health and substance abuse challenges.

Discussion:

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NA-45 NON-HOMELESS SPECIAL NEEDS ASSESSMENT - 91.405, 91.205 (B, D)

Introduction

Describe the characteristics of special needs populations in your community:

Individuals with disabilities represent a significant portion of the population, often encountering barriers to employment, transportation, and accessible housing that meets ADA standards. This group requires affordable housing with features such as ramps, wider doorways, and proximity to medical services. Seniors, particularly those aged 65 and older, face housing cost burdens due to fixed incomes, limited public transportation, and the need for home modifications and healthcare access. Programs such as home-delivered meals and transportation services play a critical role in maintaining their independence.

Victims of domestic violence and human trafficking in the county often need emergency shelter, transitional housing, and supportive services like counseling and legal advocacy. However, limited resources mean many victims face long waiting lists or must seek assistance outside the county. Financial instability, housing challenges, and trauma recovery further hinder their path to stability. The homeless population, which includes individuals experiencing chronic homelessness, families with children, veterans, and unaccompanied youth, also faces a shortage of emergency shelters and transitional housing. Contributing factors such as lack of affordable housing, unemployment, mental health conditions, and substance use disorders exacerbate their struggles.

Individuals with mental health or substance use disorders encounter significant service gaps, particularly for those who are uninsured or low-income. These challenges are compounded by stigma, unemployment, and difficulty maintaining stable housing. To address the needs of these vulnerable groups, Brazoria County provides some support programs, including subsistence payments, mental health services, and transportation for seniors and individuals with disabilities. However, the demand for these services frequently exceeds the available resources. Expanding affordable housing, improving public transit, and increasing funding for supportive services are critical steps to better address the needs of special populations in Brazoria County.

What are the housing and supportive service needs of these populations, and how are these needs determined?

There is a shortage of affordable and accessible housing, particularly for elderly residents, individuals with disabilities, and those recently released from incarceration. The rising cost of living makes stable housing unaffordable for

many low-income households. Non-congregate shelters are a high priority, as they provide private accommodations to reduce risks associated with traditional shelters. Certain populations, such as unaccompanied youth and families, have been identified as having the greatest needs, with unaccompanied youth particularly lacking resources, transportation, and knowledge of available assistance. Victims of domestic violence need both temporary and transitional housing in addition to affordable long-term housing. Barriers such as eviction histories, lack of rental deposits, and criminal backgrounds further hinder many from accessing stable housing. The needs were determined through stakeholder consultations, workshops, online and in-person surveys, gap analyses using data from HUD's Point-In-Time counts and Housing Inventory Count, and feedback analysis from previous related documents, such as the HOME-ARP Allocation Plan, which collectively identified service gaps and informed prioritization.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

In Brazoria County, it is estimated that approximately 700 to 800 individuals are living with HIV–a figure derived from recent Texas Department of State Health Services surveillance data and local planning documents that track cumulative HIV cases and ongoing care needs in the region. This estimate adjusts statewide prevalence rates to Brazoria's current population size and reflects modest growth over the past five years, with local counts showing an increase of roughly 200 cases since the last major plan cycle. The population living with HIV/AIDS in Brazoria is predominantly middle-aged or older–over half are 45 years or above–and includes a disproportionately high share of African Americans, whose infection rates are nearly three times that of Whites or Hispanics. Most are men, consistent with primary transmission through male-to-male sexual contact, though

heterosexual exposure and smaller shares linked to injection drug use are also present. Economically, many live on low to moderate incomes, heightening their risk of housing instability and related health complications. Unlike larger urban counties, Brazoria does not have local HIV-focused service providers or housing programs, so residents often must travel to Houston or Galveston for specialized medical care, case management, and supportive housing, making transportation a critical factor. This group thus faces not only the health complexities of HIV but also compounded barriers like geographic gaps in services and persistent stigma.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

N/A

Discussion:

Intentionally left blank

NA-50 NON-HOUSING COMMUNITY DEVELOPMENT NEEDS - 91.415, 91.215 (F)

Describe the jurisdiction's need for Public Facilities:

Brazoria County's primary needs emphasize facilities that center on upgrading and expanding, including community spaces in low- to moderate-income areas to maintain safe, healthy, and livable neighborhoods. This includes replacing or improving aging water and sewer lines, drainage systems, and streets, as well as enhancing parks and recreational facilities. Additionally, it involves developing or modernizing multipurpose community centers that host health, education, and youth services. These needs are driven by the county's goals to reduce risks from failing infrastructure, provide equitable access to quality public spaces, and support the overall well-being and resilience of its diverse, growing population.

How were these needs determined?

Public workshops, surveys, and focus groups were conducted to gather input directly from residents, stakeholders, and neighborhood associations.

Describe the jurisdiction's need for Public Improvements:

Brazoria County's need for public improvements is focused on addressing aging infrastructure, enhancing safety, and improving the quality of life in underserved areas. Key priorities include upgrading stormwater drainage systems to mitigate flood risks, repairing and modernizing streets, and expanding pedestrian infrastructure such as sidewalks, street lighting, and crosswalks to improve walkability and safety. Specific emphasis is placed on working with our Cooperative Cities, where infrastructure deficiencies have led to reduced accessibility and lower property values.

How were these needs determined?

Public workshops, surveys, and focus groups were conducted to gather input directly from residents, stakeholders, and neighborhood associations.

Describe the jurisdiction's need for Public Services:

Key priorities include improving transportation services for elderly and disabled residents, offering job training and workforce development programs to enhance economic mobility, and expanding access to mental health and substance abuse treatment. Public safety services, such as community policing and emergency response programs, are also crucial for addressing safety concerns in vulnerable neighborhoods. Furthermore, programs that provide childcare, youth development, and after-school activities are necessary to support working families.

HOUSING MARKET ANALYSIS

MA-05 OVERVIEW

Housing Market Analysis Overview:

The Balanced Housing Model

The Balanced Housing Model calculates housing needs based on projected household growth at each income level, using past trends and anticipated changes in social, economic, and demographic factors. This includes considerations like housing stock age, immigration, and population changes. Its projections can be summarized as follows:

1. *Using census data, population projections, and key indicators, establish the forecasted number of housing units needed by 2029.*

2. *Subtract The County's existing number of housing units from the county's 2029 projected housing units.*

By 2029, The County is projected to grow from 398,938 in 2023 to 425,251 by 2029 The number of households is expected to rise from 138,692 to 164,440, with an average of 2.80 persons per household.

By 2029, the population under 25 years old is expected to represent the largest group at 37.0% of the total population, reflecting growth from 130,110 in 2023 to 157,305. The population aged 25-44 is projected to represent 26.3%, while those aged 45-64 will comprise 21.1%. Seniors aged 65 and older will grow to 66,194,

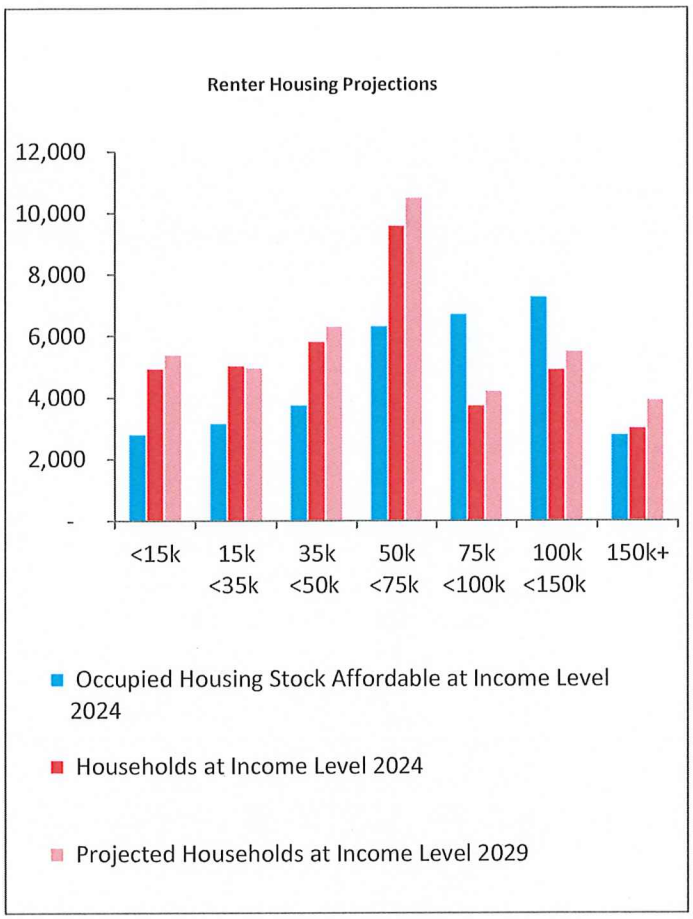
accounting for 15.6% of the population, highlighting an increasing need for age-appropriate services and housing.

Housing data indicates a total of 138,692 units, with 73% owner-occupied and 27% renter occupied. Among owner-occupied units, 90% are detached single-family homes, and 8% are mobile homes, suggesting limited diversity in housing types. Renter-occupied units include a broader range of housing types, with 36% being detached homes and 15% in buildings with 10-19 units. Mobile homes account for 11% of renter-occupied housing, and larger apartment complexes with 50 or more units make up 13%.

Most owner households earn higher incomes, with 32% earning $150,000 or more, while renter households predominantly fall within lower income brackets, with 39% earning less than $35,000 annually. This emphasizes the affordability gap and potential challenges for renters in accessing stable and affordable housing. These insights point to a growing demand for diverse, affordable housing options and targeted services to meet the needs of a changing population.

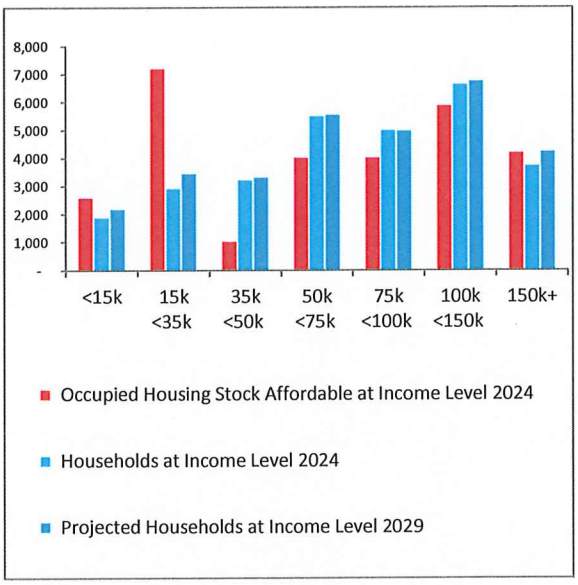
Renter Housing Demand by 2029, Brazoria County will require an additional 10,561 rental units to meet projected demand across all income levels and to replace obsolete stock. This includes demand driven by population growth and changing income distributions. The specific breakdown shows that the largest needs are in the following income ranges:

- <15k: 5,616 additional units
- 35k <50k: 3,160 additional units
- 50k <75k: 5,573 additional units
- 150k+: 1,333 additional units



To achieve this goal over the next five years, an average of approximately 2,678 units per year will need to be built or allocated.

Owner Housing Demand Based on the Balanced Housing Model projections, Brazoria County will need an additional 20,840 owner-occupied housing units to meet projected demand and replace obsolete stock across income levels. This total includes:



MA-10 HOUSING MARKET ANALYSIS: NUMBER OF HOUSING UNITS - 91.410, 91.210(A)&(B)(2).

Introduction

Brazoria County's housing stock totals approximately 98,121 units, with a large majority–70%–consisting of single-family detached homes. Smaller shares include mobile homes and similar units at 13%, apartment complexes with 5-19 units at 9%, and only modest portions in other configurations like 1-unit attached structures or large multifamily buildings. The housing composition leans heavily toward larger homes, with 86% of owner-occupied units having three or more bedrooms, while rental housing is more evenly distributed: 22% are one-bedroom and 39% two-bedroom units, yet still 36% of rentals offer three or more bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	68,430	70%
1-unit, attached structure	1,296	1%
2-4 units	2,187	2%
5-19 units	8,935	9%
20 or more units	4,330	4%
Mobile Home, boat, RV, van, etc.	12,943	13%
Total	***98,121***	***100%***

Table 25 - Residential Properties by Unit Number

Data Source: 2019-2023 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	343	1%	704	3%
1 bedroom	1,308	2%	5,121	22%
2 bedrooms	7,223	12%	9,274	39%
3 or more bedrooms	52,834	86%	8,493	36%
Total	***61,708***	***101%***	***23,592***	***100%***

Table 26 - Unit Size by Tenure

Data Source: 2019-2023 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Brazoria County Housing Authority (BCHA) administers approximately 612 units through public housing programs, including Section 8 Housing Choice Vouchers. These programs primarily serve low- and moderate-income households, with eligibility often determined by income thresholds relative to the area's median income.

In addition to BCHA's efforts, there are over 191 affordable housing opportunities in the county, encompassing units designated for seniors and persons with disabilities. These units are distributed across various municipalities within the county, each targeting specific populations based on income and family composition.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as the expiration of Section 8 contracts.

Of the 1,001 federally assisted units, approximately 152 units could transition to market-rate housing within the next year if affordability agreements are not renewed.

Does the availability of housing units meet the needs of the population?

The availability of housing units in Brazoria County does not fully meet the needs of the population, with significant disparities between income levels and corresponding affordable housing units. Households earning less than $15,000 annually face a deficit of 1,233 units, as there are only 6,720 affordable units for 7,953 households in this income bracket. Similarly, households earning $35,000 to $50,000 experience a shortfall of 2,036 units, while those earning $50,000 to $75,000 face an even larger gap of 9,891 units. Conversely, there is a surplus of 11,436 units for households earning $15,000 to $35,000 and a slight surplus for households earning $150,000 or more. These patterns highlight critical unmet needs for households earning below $50,000, emphasizing the demand for affordable housing options for low- and moderate-income families. At the same time, surpluses in higher-income brackets point to a mismatch in housing distribution relative to income levels.

Describe the need for specific types of housing:

The housing needs in Brazoria County reflect a diverse and growing population facing challenges related to affordability, accessibility, and recovery from natural disasters. There is a critical shortage of affordable rental units, particularly for

households earning less than 50% of the Area Median Income (AMI). This includes a demand for both larger multi-bedroom homes for families and smaller efficiency units for individuals. The lack of multi-family housing options forces many renters into larger, less affordable single-family homes, increasing financial strain on low-income households.

Specialized housing is also needed to support vulnerable populations, including the elderly and individuals with disabilities. Affordable and accessible units that accommodate physical limitations and provide proximity to essential services, such as healthcare, are in short supply. Additionally, housing options for individuals experiencing homelessness or at risk of homelessness remain insufficient, with a need for more emergency shelters, transitional housing, and permanent supportive housing.

Natural disasters, particularly Hurricane Harvey and more recently Hurricane Beryl, have worsened the housing crisis in Brazoria County, with over 15,000 homes damaged or destroyed. Many residents are still waiting for reconstruction or repairs, further straining the housing market. The influx of temporary workers in construction and industrial sectors has added additional pressure, leading to increased rents and displacement of low-income families.

Addressing these needs requires substantial investment in affordable housing construction, repair, and rehabilitation. Expanding access to Housing Choice Vouchers, developing Low-Income Housing Tax Credit properties, and increasing the availability of affordable multi-family housing are essential strategies.

Discussion

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MA-15 HOUSING MARKET ANALYSIS: COST OF HOUSING - 91.410, 91.210(A)

Introduction

The median home price in Brazoria County is approximately $213,100, among the lowest in the region, making it relatively affordable compared to nearby cities like Pearland, Manvel and Iowa Colony. However, even at this price, homeownership remains out of reach for many. Assuming a 30-year mortgage with a 6% interest rate, a buyer would need to pay around $1,200 per month, including property taxes and insurance. To afford this under the standard affordability guideline (where housing costs should not exceed 30% of gross income), a household would need an annual income of at least $48,000. Yet nearly 40% of Brazoria County households earn less than $50,000 annually, meaning a large segment of the population cannot reasonably afford to buy a home. Renters, single-parent households, and those relying on fixed incomes, such as retirees and low-wage workers, are especially vulnerable to housing instability.

Cost of Housing

	Base Year: 2017	Most Recent Year: 2023	% Change
Median Home Value	152,900	213,100	39%
Median Contract Rent	727	990	36%

Table 27 - Cost of Housing

Data Source: 2013-2017 ACS (Base Year), 2019-2023 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	3,603	15.3%
$500-999	11,630	49.3%
$1,000-1,499	6,056	25.7%
$1,500-1,999	1,574	6.7%
$2,000 or more	628	2.7%
Total	*23,491*	*99.5%*

Table 28 - Rent Paid

Data 2019-2023 ACS

Source:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,051	No Data
50% HAMFI	8,785	8,630
80% HAMFI	18,079	19,855
100% HAMFI	No Data	28,186
Total	*28,915*	*56,671*

Table 29 - Housing Affordability

Data 2019-2023 CHAS

Source:

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$960	$1,194	$1,340	$1,744	$2,274
High HOME Rent	$960	$1,194	$1,340	$1,744	$2,043
Low HOME Rent	$960	$1,045	$1,253	$1,448	$1,616

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

Adjusted Income Ranges	Actual Households	Housing Units Affordable	Surplus/Deficit
Extremely Low (<$31,900)	14,776	19,261	4,485
Very Low ($31,901 - $53,150)	13,522	18,222	4,700
Low ($53,151 - $85,050)	28,983	18,074	(10,909)
Moderate ($85,051 - $106,300)	7,823	6,196	(1,627)

The ACS reclassified income ranges include Extremely Low Income (<$31,900), Very Low Income ($31,901 - $53,150), Low Income ($53,151 - $85,050), Moderate Income ($85,051 - $106,300), and Above AMFI ($106,301+). For households earning less than $31,900 (Extremely Low Income), there is a surplus of 4,485 units, with 19,261 affordable units available for 14,776 households. Similarly, the Very Low-Income group ($31,901 - $53,150) has a surplus of 4,700 units, with 18,222 units available for 13,522 families, indicating sufficient housing availability for these income brackets.

However, the Low-Income Group ($53,151 - $85,050) faces a significant deficit, with 28,983 households and only 18,074 units available, resulting in a shortfall of 10,909 units. Moderate Income households ($85,051 - $106,300) also experience a housing deficit, with 7,823 households and only 6,196 units, leaving a gap of 1,627 units. Additionally, households earning above $106,301 (Above AMFI) face a shortfall of 8,877 units, as there are 73,585 households and 64,708 units available.

Overall, while housing is sufficient for Extremely Low and Very Low-Income groups, significant shortages exist for Low, Moderate, and Above AMFI households. The most critical need is for the Low-Income group, with a deficit of 10,909 units.

How is the affordability of housing likely to change, considering changes to home values and/or rents?

Home prices have consistently increased in recent years, outpacing income growth for many residents. This trend reflects heightened demand for suburban housing due to population growth and proximity to employment hubs, particularly in areas close to Houston. As a result, the gap between home prices and affordability continues to widen, disproportionately affecting low- and moderate-income households who are unable to access homeownership.

Rental housing affordability is similarly under pressure, with Fair Market Rents (FMRs) rising in alignment with increasing demand. For instance, the FMR for a two-bedroom unit has risen to $1,260, which poses significant cost burdens for households earning less than 50% of the Area Median Income (AMI). The projected population growth in Brazoria County will likely intensify this demand, as more residents seek rental housing amid limited affordable housing stock. This shortage is particularly concerning for vulnerable populations, such as seniors, individuals with disabilities, and low-income families, who already face severe cost burdens.

Additional pressures come from the lingering impacts of natural disasters, such as Hurricane Harvey, which damaged thousands of homes in Brazoria County. Recovery and rebuilding efforts have contributed to increased construction costs

and higher insurance premiums, further raising housing expenses. These costs, combined with inflation and rising interest rates, make it more expensive for developers to construct affordable housing and for residents to maintain housing stability.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

2023 American Community Survey (ACS). The ACS median rents for studio and one-bedroom units are $1,450, two-bedroom units are $1,671, and three-bedroom units are $1,955. These figures consistently exceed both the FMR and High HOME Rent limits. For example, the FMR for a one-bedroom unit is $1,194, while the ACS median rent is $1,450. Similarly, the median rent for a three-bedroom unit is $1,955, compared to an FMR of $1,744 and a High HOME Rent of $1,744.

The discrepancy highlights and affordability gap, particularly for low- and moderate-income households. Low HOME Rent limits, which are even lower than FMR, provide the deepest affordability but fall far below the median rents. For instance, the Low HOME Rent for a one-bedroom unit is $1,045, which is significantly lower than the median rent of $1,450.

This disparity underscores the need for targeted strategies to produce or preserve affordable housing. One approach could be to prioritize developments that adhere to Low HOME Rent limits to ensure housing affordability for the lowest-income households. Additionally, rent subsidies could bridge the gap between market rents and what low-income tenants can afford. Incentives for developers to include

affordable units in new or rehabilitated housing projects could also help meet the demand for housing priced below market rates.

Discussion

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MA-20 HOUSING MARKET ANALYSIS: CONDITION OF HOUSING - 91.410, 91.210(A).

Introduction

Describe the jurisdiction's definition of "substandard condition" and "substandard condition but suitable for rehabilitation:

The county defines "substandard conditions" as housing units that fail to meet local or state housing codes or pose health and safety risks to occupants. Such conditions may include structural deficiencies, outdated or failing electrical and plumbing systems, or inadequate sanitation. Units classified as "substandard but suitable for rehabilitation" are those that, despite requiring repairs, can be restored to habitable and code-compliant standards through cost-effective renovations. This category typically includes homes with manageable structural or system issues, allowing them to serve as affordable housing once rehabilitated.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	11,878	19%	9,290	39%
With two selected Conditions	585	1%	609	3%
With three selected Conditions	10	0%	14	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	49,279	80%	13,674	58%

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total	*33,946*	*100%*	*30,831*	*100%*

Table 30 - Condition of Units

Data Source: 2019-2023 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	21,237	34%	5,850	25%
1980-1999	18,188	29%	7,506	32%
1950-1979	19,956	32%	8,804	37%
Before 1950	2,326	4%	1,451	6%
Total	***61,707***	***99%***	***23,611***	***100%***

Table 31 - Year Unit Built

Data Source: 2019-2023 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	22,282	36%	10,255	43%

Housing Units build before 1980 with children present	10,702	17%	7,920	34%

Table 32 - Risk of Lead-Based Paint

Data Source: 2019-2023 ACS (Total Units) 2019-2023 CHAS (Units with Children present)

Vacant Units- Data Not available from HUD

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 33 - Vacant Units

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

Approximately 31% of owner-occupied and 49% of renter-occupied units report at least one substandard condition, such as overcrowding, inadequate facilities, or structural issues. Although severe conditions involving three or more deficiencies are rare, the prevalence of units with one or two issues highlights ongoing maintenance needs, particularly in renter-occupied housing. Additionally, 43% of renter-occupied and 18% of owner-occupied units were built before 1980, which aligns with higher risks for outdated systems and deferred maintenance.

Rehabilitation efforts for rental housing are especially critical, as these units serve a larger proportion of lower-income residents who may lack alternative options.

Estimate the number of housing units within the jurisdiction that are occupied by low- or moderate-income families and contain lead-based paint hazards. 91.205(e), 91.405

Among owner-occupied units, 19% (11,878 units) have at least one housing condition issue, while 1% (585 units) have two selected conditions. For renter-occupied units, the situation is more pronounced, with 39% (9,290 units) having at least one issue and 3% (609 units) having two conditions. This disparity highlights that renter-occupied housing is in greater need of attention, as a higher percentage of these units face multiple conditions requiring rehabilitation.

Additionally, the age of housing stock further underscores the necessity for rehabilitation efforts. A significant portion of both owner-occupied (36%, or 22,282 units) and renter-occupied (43%, or 10,255 units) housing units were built before 1980, putting them at risk for issues such as structural degradation and lead-based paint hazards. Notably, renter-occupied units are more likely to face these risks, with 34% of units built before 1980 having children present, compared to 17% of owner-occupied units. This poses serious health risks and highlights an urgent need to prioritize rehabilitation in older rental properties, especially those housing families with children.

Efforts to address these needs should focus on improving the quality and safety of renter-occupied units, given their higher incidence of housing problems and risk factors. Programs offering grants or low-interest loans for repairs, coupled with initiatives to address lead-based paint hazards, are critical. Owner-occupied

units also require attention, particularly for older housing stock, to ensure longevity and safety.

Discussion

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MA-25 PUBLIC AND ASSISTED HOUSING - 91.410, 91.210(B)

Introduction

The Brazoria County Housing Authority manages 612 vouchers under the Housing Choice Voucher Program. Special purpose vouchers, such as the Stability Voucher (SV) program, provide an additional 5 units for persons who are homeless or at risk of homelessness.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units/vouchers available				612		612			
# of accessible units									
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 34 - Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

There are no public housing units in the county.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

n/a

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 35 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

N/a

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

N/a

Discussion:

Intentionally left blank

MA-30 HOMELESS FACILITIES AND SERVICES - 91.410, 91.210(C)

Introduction

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	12				
Households with Only Adults	50				
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 36 - Facilities Targeted to Homeless Persons

Describe mainstream services, such as health, mental health, and employment services, to the extent those services are used to complement services targeted to homeless persons.

Health services are provided through organizations like the Gulf Coast Center, which offers mental health and substance use disorder treatment. These services are essential for addressing the immediate and underlying needs of homeless individuals and families, including those with mental health challenges or those recovering from trauma.

Employment services also significantly impact homeless populations by enhancing their economic stability. For instance, Brazosport College's Continuing Education Program uses CDBG funding to support low- to moderate-income residents in gaining job skills through short-term training programs. This initiative directly helps individuals transition out of homelessness by improving their employability and income potential.

Organizations like the Salvation Army provide integrated services, including rental and utility assistance, to prevent homelessness and stabilize at-risk households. Additionally, the Coordinated Entry system ensures that homeless individuals are assessed and referred to appropriate services based on their needs, such as housing, counseling, or financial aid.

Together, these mainstream services enhance the impact of targeted homeless services by addressing the broader factors that contribute to homelessness, such as health, mental health, and economic challenges.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Chronically Homeless Individuals and Families

- **Salvation Army Shelter**: This facility provides emergency shelter and supportive services, including case management and connections to housing stability programs. For chronically homeless individuals and families, the Salvation Army focuses on immediate housing solutions while also addressing barriers to long-term stability, such as employment and mental health care.
- **Gulf Coast Center**: As the regional mental health and substance use authority, the Gulf Coast Center addresses the unique challenges faced by chronically homeless individuals, such as mental health disorders and substance abuse. They also provide street outreach and case management services to ensure these individuals can access coordinated support.
- **United Way of Brazoria County**: This organization leads the local Continuum of Care efforts and facilitates the Coordinated Entry system, which assesses homeless individuals and families using the VI-SPDAT tool. Chronically homeless persons are prioritized for housing resources through this system, ensuring that those with the highest needs receive assistance first.
- **Stability Vouchers and HOME-ARP Housing and Services**: The Brazoria County Housing Authority and Brazoria County Community Development administers SVs and HOME-ARP services, respectively, for those who are homeless or at risk of homelessness. The SVs provide long term rental

assistance and HOME-ARP provides short- and medium-term assistance with case management and connection to mainstream services for persons facing housing instability.

MA-35 SPECIAL NEEDS FACILITIES AND SERVICES - 91.410, 91.210(D)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents, and any other categories the jurisdiction may specify and describe their supportive housing needs.

The Brazoria County Housing Authority offers housing assistance programs tailored for the elderly, ensuring access to affordable and safe living environments. Additionally, facilities like Alvin Memorial Gardens provide housing specifically designed for elderly individuals, incorporating features that cater to their unique needs.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Brazoria County offers several programs to ensure persons discharged from mental and physical health institutions receive appropriate supportive housing. Coordination between the Brazoria County Community Development Department and various non-profit organizations plays a key role. The county uses programs like the HOME Investment Partnerships Program and HOME-ARP (American Rescue Plan) funds to create supportive housing options. Emergency Housing Vouchers (EHVs) administered by the Brazoria County Housing Authority (BCHA) are tailored to individuals at risk of homelessness, including those discharged

from institutional settings. Additionally, partnerships with the Gulf Coast Center provide mental health and substance abuse treatment linked with housing stability services.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e).

During the next year, Brazoria County plans to undertake the following activities to address the needs of non-homeless persons with special needs:

Senior Services:

- The ActionS Homebound Meals Program will deliver meals to 70 elderly individuals, addressing nutritional needs and reducing isolation.
- The ActionS Transportation Program will provide mobility assistance for 65 seniors, ensuring access to essential services and community resources.

Mental Health Services:

- The Gathering Place Alzheimer's Program will provide respite care and therapeutic activities for 60 individuals with Alzheimer's and dementia.
- Counseling Connections for Change will offer mental health counseling and trauma support for approximately 22 individuals.

Housing Rehabilitation:

- The Housing Rehabilitation/Reconstruction Program will address the needs of low- to moderate-income homeowners by rehabilitating or

reconstructing two homes, improving living conditions and housing stability.

Job Training and Education:

- The Brazosport College Continuing Education Program will provide tuition and fees for 10-15 low- to moderate-income residents, helping them gain valuable job skills and enhance economic stability.

MA-40 BARRIERS TO AFFORDABLE HOUSING - 91.410, 91.210(E)

Describe any negative effects of public policies on affordable housing and residential investment.

Analysis of Impediments in regard to public policies in the major cities within the County (excluding Pearland) affecting the development, availability, and cost of affordable housing. The County's analysis currently finds that few overt policies are contributing to the concentration of racial/ethnic minorities and the shortage of affordable housing. Unincorporated areas do not have zoning, but the areas within the Extraterritorial Jurisdiction of various cities may have land plating requirements. Of the 20 incorporated places participating in the HUD programs, 15 have zoning ordinances. Of those 15 cities, all of them allow multi-family units, 11 allow mobile homes, 14 allow manufactured homes, but only 7 allow the elderly to defer property taxes. In the post-pandemic environment, incomes have remained unsteady while inflation has increased the cost of living for all households. Combined with a high rental market and the increase in housing sales prices, many households are left with few affordable housing choices. They generally have little income to purchase necessities, with little to none left over for repairs to their existing housing or renting a newer, better-maintained unit. Those who suffer the most are elderly or disabled households, who live on fixed incomes and find it increasingly difficult to secure affordable housing.

Environmental issues also pose barriers to affordable housing. With proximity to the Gulf of Mexico, housing units with a mortgage in Brazoria County are required to carry windstorm insurance, and those inside the 100-year floodplain must have flood insurance. Flood maps have been updated, and many homeowners now find they are considered to be in some form of a flood zone. Insurance premiums have risen due to the increasing frequency and cost of natural disasters nationwide. More than 15,000 dwellings have been damaged or destroyed since

Hurricane Harvey in 2017 and other natural disasters, including the 2021 Texas Severe Winter Weather freeze and Hurricane Beryl in 2024.

MA-45 NON-HOUSING COMMUNITY DEVELOPMENT ASSETS - 91.410, 91.210(F)

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,272	1,250	3	2	0
Arts, Entertainment, Accommodations	10,111	6,528	11	11	0
Construction	11,854	11,469	13	19	6
Education and Health Care Services	12,377	6,284	14	10	-3
Finance, Insurance, and Real Estate	4,832	2,622	5	4	-1
Information	950	443	1	1	0
Manufacturing	11,605	10,958	13	18	5
Other Services	2,855	1,913	3	3	0
Professional, Scientific, Management Services	7,997	3,600	9	6	-3
Public Administration	0	0	0	0	0
Retail Trade	10,251	8,035	11	13	2
Transportation and Warehousing	3,823	2,112	4	3	-1
Wholesale Trade	4,800	1,886	5	3	-2

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Total	83,727	57,100	--	--	--

Table 37 - Business Activity

Data Source: 2019-2023 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	29,530
Civilian Employed Population 16 years and over	27,902
Unemployment Rate	3.2
Unemployment Rate for Ages 16-24	10%
Unemployment Rate for Ages 25-65	5%

Table 38 - Labor Force

Data 2019-2023 ACS

Source:

Occupations by Sector	Number of People
Management, business, and financial	27,092
Farming, fisheries, and forestry occupations	3,459
Service	10,820
Sales and office	22,196
Construction, extraction, maintenance, and repair	15,299
Production, transportation, and material moving	6,778

Table 39 - Occupations by Sector

Data 2019-2023 ACS

Source:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	55,662	53%
30-59 Minutes	37,228	35%
60 or More Minutes	12,028	11%
Total	***104,918***	***100%***

Table 40 - Travel Time

Data Source: 2019-2023 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in the Labor Force
	Civilian Employed	Unemployed	
Less than a high school graduate	9,433	840	7,497
High school graduate (includes equivalency)	24,140	1,216	13,925
Some college or associate's degree	33,665	1,353	11,085
Bachelor's degree or higher	27,275	469	3,926

Table 41 - Educational Attainment by Employment Status

Data Source: 2019-2023 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	387	858	1,679	3,912	3,200
9th to 12th grade, no diploma	2,815	2,412	3,307	5,655	2,191
High school graduate, GED, or alternative	8,239	11,009	9,486	18,789	9,164
In some colleges, no degree	7,218	9,836	8,959	15,133	8,023
Associate's degree	1,468	3,847	2,537	5,842	2,013
Bachelor's degree	1,509	5,951	6,072	9,360	4,443
Graduate or professional degree	69	1,738	3,788	4,848	2,579

Table 42 - Educational Attainment by Age

Data Source: 2019-2023 ACS

Educational Attainment - Median Earnings in the Past 12 Months

	Brazoria	Texas	United States
Total:	$41,385	$50,145	$51,288
Less than a high school graduate	$30,770	$30,788	$31,660
High school graduate (includes equivalency)	$34,517	$37,290	$39,428
Some college or associate's degree	$38,814	$44,080	$45,924
Bachelor's degree	$53,117	$64,911	$67,256
Graduate or professional degree	$68,769	$84,118	$86,524
Male:	$48,162	$56,539	$59,820
Less than a high school graduate	$35,059	$35,428	$36,740

High school graduate (includes equivalency)	$40,487	$43,403	$45,709
Some college or associate's degree	$47,765	$53,020	$54,496
Bachelor's degree	$66,177	$78,869	$81,218
Graduate or professional degree	$80,253	$103,049	$104,054
Female:	$35,280	$42,094	$43,945
Less than a high school graduate	$23,546	$23,370	$24,766
High school graduate (includes equivalency)	$27,660	$30,411	$31,508
Some college or associate's degree	$32,257	$36,994	$38,541
Bachelor's degree	$46,102	$54,913	$57,055
Graduate or professional degree	$62,285	$72,582	$74,815

Table 43 - Median Earnings in the Past 12 Months

Data Source: 2019-2023 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Chemical manufacturing is a major sector, with companies like Dow Chemical, Phillips 66, Olin Corporation, and BASF leading the way and contributing to employment opportunities in high-skilled technical roles. The demand for engineers, chemists, and specialized technicians has been on the rise as companies invest in more advanced production and sustainability initiatives.

Education is another major sector in Brazoria County, supported by Independent School Districts (ISDs) such as Alvin ISD, Pearland ISD, and Brazosport ISD. The growth in educational services reflects the increasing need for education

professionals as population growth drives demand for more teachers, administrative staff, and support personnel.

The healthcare sector is rapidly expanding, with employers such as Kelsey-Seybold, UTMB Health, and Memorial Hermann driving significant increases in employment. This expansion aligns with the national trend of increased demand for healthcare services due to aging populations. Professional occupations such as nurses, doctors, and healthcare administrators are in high demand in Brazoria County.

Construction and contracting also play a vital role in the county's economy, driven by companies like Zachry Group, Turner Industries, and ICS, Inc. The growth in this sector is reflected in the expansion of both residential and commercial developments, as well as large-scale industrial projects related to energy and petrochemicals.

Professional, scientific, and technical services are growing rapidly, with major employers like Chevron Phillips Chemical and Ascend Performance Materials contributing to the county's economy. This sector is particularly critical for high-value roles such as engineers, project managers, environmental scientists, and technicians.

Energy and utility services continue to be a major driver of employment in Brazoria County, with companies like Freeport LNG terminal, Chevron Phillips Chemical, and Schlumberger contributing to the robust demand for skilled labor in the oil, gas, and petrochemical industries.

Government employment is also significant in Brazoria County, with 1,475 people employed by the county and several city governments also contributing a notable share of jobs. This reflects the county's continued investment in infrastructure and public services to meet the needs of its expanding population.

Describe the workforce and infrastructure needs of the business community:

Workforce Needs

1. **Skilled Labor**: Many businesses in Brazoria County, particularly in the petrochemical and manufacturing industries, require highly skilled workers in areas such as engineering, process technology, and maintenance. Training programs, apprenticeships, and partnerships with local institutions like Brazosport College help address this demand, but gaps remain in filling technical positions.
2. **Healthcare Professionals**: With a growing population, there is an increased need for healthcare workers, including nurses, technicians, and specialists. Expanding training programs and offering incentives to attract healthcare professionals are priorities.
3. **Technology and Innovation**: As businesses increasingly rely on technology, there is a need for workers skilled in IT, cybersecurity, and data management. Developing programs to upskill the existing workforce and attract talent in these areas is crucial.
4. **Logistics and Transportation**: The county's location along major trade routes create demand for workers in logistics, warehousing, and transportation. Training programs for commercial drivers and logistics managers are needed to support these industries.

5. **Workforce Housing**: Affordable housing for workers remains a challenge, particularly for low- and moderate-income employees. This issue affects workforce retention and recruitment, making it a priority for business sustainability.

Infrastructure Needs

1. **Transportation Networks**: Efficient transportation is critical for Brazoria County's business operations. Upgrades to highways, bridges, and local roadways are necessary to reduce congestion and improve access to industrial hubs and ports, including the Port of Freeport.
2. **Port and Maritime Infrastructure**: The Port of Freeport is a vital economic driver, and ongoing improvements to accommodate larger vessels and increase capacity are essential. Expanding rail and intermodal facilities connected to the port can further boost its competitiveness.
3. **Utilities and Energy**: The county's industrial sectors require reliable access to electricity, natural gas, and water. Upgrades to utility infrastructure, including renewable energy investments, can enhance sustainability and meet future demand.
4. **Broadband Access**: Expanding broadband infrastructure is critical for businesses, particularly in rural areas of the county. Improved internet access can support remote work, technology-based industries, and education programs for workforce development.
5. **Flood Mitigation and Resilience**: Given the county's susceptibility to flooding, investments in drainage systems, levees, and flood control infrastructure are needed to protect businesses and attract investment.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support, or infrastructure that these changes may create.

The petrochemical industry has invested over $30 billion in the region, creating one of the largest petrochemical complexes in the world. This investment highlights the county's importance as an industrial hub and is anticipated to generate substantial employment opportunities.

In the transportation sector, the Texas Department of Transportation (TxDOT) has finalized the buyback of State Highway 288. This move is expected to remove the toll burdens and improve traffic flow between Brazoria County and Houston, enhancing connectivity for local businesses and commuters. Additionally, the U.S. Environmental Protection Agency has awarded Port Freeport a $1.487 million Clean Ports Program grant to support zero-emissions equipment, infrastructure improvements, and climate resilience planning. These enhancements aim to increase the port's efficiency and sustainability, further boosting its economic contributions to the region.

To support these economic advancements, workforce development initiatives are crucial, particularly in the petrochemical and transportation sectors. Programs such as the Skills Development Fund provide customized training opportunities to meet the specific needs of employers and the regional market. Collaboration among businesses, community colleges, and economic development organizations is essential to equip workers with the necessary skills to fill new positions effectively.

Infrastructure improvements are equally critical. Expanding highways, upgrading bridges, and enhancing port facilities will support the anticipated growth and ensure the efficient movement of goods and people. These upgrades will accommodate the increased industrial and logistical activities tied to the county's economic expansion.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The median income for individuals with less than a high school education is $30,770, slightly below the state and national averages. High school graduates earn a median of $34,517, which also trails behind Texas ($37,290) and the U.S. ($39,428).

For individuals with some college education or an associate degree, the median income is $38,814, significantly below the state average of $44,080 and the national average of $45,924. The disparity is more pronounced for those holding bachelor's or graduate degrees. Bachelor's degree holders in Brazoria County earn a median of $53,117 compared to $64,911 in Texas and $67,256 nationally. Those with graduate or professional degrees earn a median of $68,769, far below the Texas average of $84,118 and the U.S. average of $86,524.

When segmented by gender, Brazoria County has lower earnings for both men and women than state and national figures. Male workers in the county earn a median income of $48,162, compared to $56,539 statewide and $59,820 nationally. Similarly, female workers earn a median income of $35,280, compared to $42,094 in Texas and $43,945 across the U.S. The income gap is also evident

across education levels, with women consistently earning less than men, regardless of educational attainment.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges, and other organizations. Describe how these efforts will help the jurisdiction's Consolidated Plan.

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Workforce Solutions Gulf Coast: This regional Workforce Investment Board provides job placement, career counseling, and training services. It collaborates with employers to identify skill shortages and offers training programs in high-demand sectors such as healthcare, petrochemicals, and logistics. Customized training initiatives help workers acquire certifications and skills aligned with local industry needs.

Brazosport College Programs: Brazosport College is a vital partner in workforce development, offering technical education and job training programs. Its partnerships with industries like Dow Chemical and Freeport LNG ensure that programs align with employer needs. The college's short-term certificate programs in areas like process technology, welding, and logistics help workers secure higher-paying jobs.

Skills Development Fund: Supported by the Texas Workforce Commission, this fund offers grants to community colleges and technical schools to develop customized training programs for businesses. These programs address specific skill gaps, benefiting both employers and workers.

Youth Career Pathways: Programs such as Junior Achievement focus on equipping younger residents with job readiness, financial literacy, and leadership skills, preparing them for future employment.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Initiatives Impacting Economic Growth:

- **Port Freeport Expansion**: The expansion of Port Freeport, supported by investments in infrastructure and environmental upgrades, positions the county as a major trade hub. Increased port capacity and efficiency attract logistics and distribution businesses, creating new jobs.
- **TxDOT Infrastructure Projects**: Upgrades to State Highway 288 and other transportation networks improve connectivity, facilitating economic activity and reducing logistical barriers for businesses.
- **Petrochemical Industry Investments**: Over $30 billion in investments by the petrochemical industry have made Brazoria County a global leader in this sector. These developments generate direct employment and support secondary industries such as construction and logistics.
- **Affordable Housing Development**: The county's efforts to expand affordable housing through partnerships with CHDOs and other housing programs ensure that workers can live closer to employment centers, reducing commuting burdens and enhancing economic participation.

- **Gulf Coast Growth Ventures**: Regional initiatives to attract advanced manufacturing and technology sectors diversify the economic base and provide high-paying jobs, reducing reliance on traditional industries like petrochemicals.

Discussion

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MA-50 NEEDS AND MARKET ANALYSIS DISCUSSION

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

For this discussion, areas were considered to have a concentration of multiple housing problems if they fell within the top quintile of Census Tracts for the percent of households experiencing more than one of the following housing problems reported in CHAS data: cost burden, overcrowding (more than 1.5 persons per room), and incomplete plumbing or kitchen facilities. The areas with multiple housing problems, particularly renter-occupied housing, include the majority of the fringes of the county - north northwest, east, south southwest - and the area inland from Freeport northwest through Lake Jackson toward Baileys Prairie. There were no census tracts where more than 40% of owner-occupied housing had multiple problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration").

There is no block-level information on race/ethnicity later than the 2010 Decennial Census. Block groups are the smallest geography for post-2010 data. The block groups of high minority concentration (greater than 60%) are located in south of Pearland; west between Pearland and the Brazos River; East of Rosharon; areas in and around Freeport; south side of Lake Jackson; northwest of Lake Jackson and CR 521; and south and west Angleton; small pockets in Freeport, Lake Jackson, Angleton, northeast of East Columbia in the west-central area of the county, around Sweeny and south southeast of Pearland. Additional areas with a majority of minority population are scattered throughout the county. The County has defined "high concentration" as greater than 60% minority, with areas of 50-60% being moderately concentrated.

What are the characteristics of the market in these areas/neighborhoods?

For the most part, the concentrations of minorities are in and around the larger cities in the County - Pearland, Alvin, Angleton, Clute, Lake Jackson, and Freeport. These are the areas with urban/suburban amenities such as jobs, retail and medical establishments, social service agencies, access to transportation and post-secondary education. There is a high concentration of higher-income professional African Americans in the Manvel/Rosharon area. These areas are the Manvel/Rosharon/Iowa Colony area and are the fastest growing areas with several new subdivisions. They are within close proximity of the highest concentration of medical facilities (Pearland), eating and retail establishments and in close proximity to the University of Houston-Clear Lake-Pearland campus.

Are there any community assets in these areas/neighborhoods?

The area along the western fringe of the county south of Pearland contains, or is adjacent to, the fastest growing housing, retail, medical and educational amenities in the county. The area is along SH 288 (South Freeway) and is just south of a large hospital and medical center. The Pearland campus of the University of Houston-Clear Lake is close to this area. Other areas of minority concentration are near other larger Brazoria County cities where the majority of the employment opportunities are located, particularly in the petrochemical and construction sectors. These areas have a number of smaller retail and commercial centers. Brazosport College, Brazosport CHI hospital, commercial mall, new hotels, and restaurants are the major assets in these areas.

Additionally, there are two community colleges in the County - Alvin and Brazosport. Both colleges have a number of certification programs and pathways to 4-year universities and careers in addition to continuing education and community enrichment classes. Alvin Community College and University of Houston Clear Lake - Pearland serves this area with various college courses. Shadow Creek High School is in the northwest corner of the county, and Alvin

ISD's JB Hensler College & Career Academy in Manvel. The college also has dual credit enrollment at a number of high schools in Brazoria County.

Are there other strategic opportunities in any of these areas?

The job markets throughout the county are growing. The expansion of petrochemical plants and a harbor port to the south, along with retail, commercial, and medical developments to the north, is providing additional jobs at livable wages. One of the greatest strategic opportunities in the older, lower-income areas is the new Federal Opportunity Zone designation. With the 2017 Tax Cuts and Jobs Act came the institution of Opportunity Zones in economically distressed communities, allowing investors to qualify for a tax deferment or waiver for developing commercial real estate projects within the zones. Brazoria County has several Opportunity Zones that will allow for incentives to enhance commercial development in the communities.

MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS - 91.210(A)(4), 91.310(A)(2)

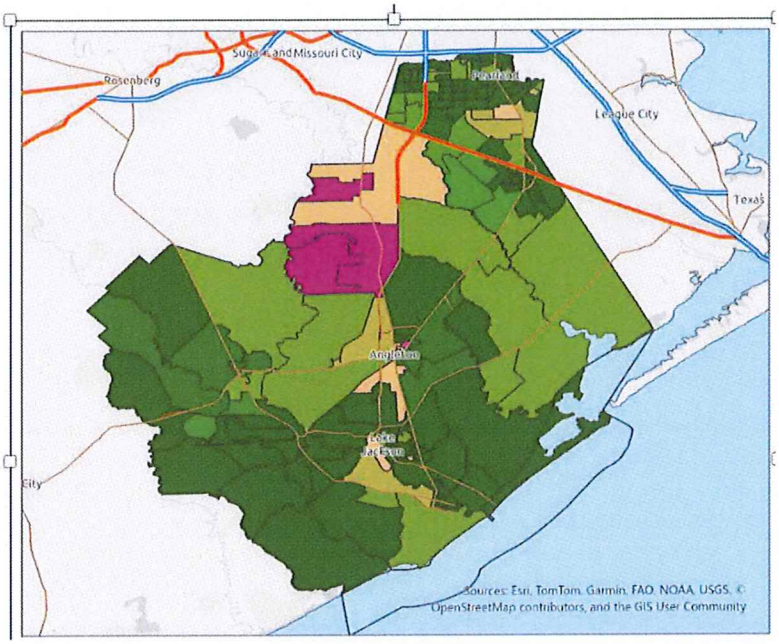
Describe the need for broadband wiring and connections for households, including low- and moderate-income families and neighborhoods.

Dark Green Areas (100 Mbps+): These areas enjoy the best broadband access, with speeds of 100 Mbps or higher. This level of speed is generally considered suitable for most online activities, including streaming, gaming, and video conferencing.

Light Green Areas (25-99 Mbps): These areas have decent broadband access, capable of handling most online tasks, though heavy usage or multiple users might experience some slowdown.

Yellow Areas (10-24 Mbps): Broadband access in these areas is considered adequate for basic internet use, such as browsing and email, but might struggle with more demanding activities.

Red Areas (Sub-10 Mbps): These areas have the worst broadband access, with speeds below 10 Mbps. This level of speed is generally considered insufficient for many modern online activities, making it challenging for residents to fully participate in the digital economy and access online education, healthcare, and other essential services.



The map shows that residents in rural or less densely populated areas of Brazoria County, particularly in the northwestern and northeastern parts, are more likely to face significant limitations in broadband access, putting them at a disadvantage compared to those living in more urbanized areas like Pearland and Lake Jackson. These disparities highlight the need for targeted investment in broadband infrastructure to ensure equitable access to the Internet for all residents, enabling them to participate in the digital economy and access modern services like online education, telemedicine, and remote work opportunities.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Many neighborhoods, especially those in underserved areas, lack competitive options, leaving residents with expensive or low-quality internet services. Increased competition among ISPs would drive down prices, improve service reliability, and encourage innovation in broadband technology. Areas with high concentrations of minority populations and low-income households, such as those highlighted in the Opportunity Zone and Qualified Census Tracts map, would benefit significantly from additional providers entering the market.

MA-65 HAZARD MITIGATION - 91.210(A)(5), 91.310(A)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Brazoria County is located on the Gulf Coast, and coastal erosion is a major concern for Brazoria County communities such as Freeport. During 2016-2019, Brazoria County experienced four major disasters that received Presidential Disaster Declarations. Two were major floods, one was a severe storm, and one was a hurricane. This is compared to only 11 in over 40 years prior to 2016. Flooding is the most prevalent and destructive natural hazard in Brazoria County. While windstorm damage from major hurricanes is also a common hazard, the occurrences are less frequent than flooding.

As storms occur more frequently, the County is left with the problem of not being able to fully recover from one disaster before the next one occurs. Inadequate local budgets and delays in accessing Federal funds are one of the biggest issues in addressing the risks. More than 15,000 homes have been destroyed or severely damaged by floods and storms since 2016, with more than 13,000 by Hurricane Harvey alone. According to the latest Brazoria County Hazard Mitigation Plan (2017), there are 1,356 properties with repetitive losses and 376 with severe repetitive losses due to flooding and storms. The Hazard Mitigation Plan reports the probable effects of flooding in various areas of the county. The unincorporated areas of Brazoria County have a 142% chance that a flood event will occur within a year. Angleton, Brazoria, and Iowa Colony have more than a 40% chance of a flood event within a year, while the rest of the county has between a 29% and 35% chance. Alvin, Angleton, Bonney, Brazoria, Brookside Village, Danbury,

Holiday Lakes, Manvel, Oyster Creek, Richwood, Sweeny, and West Columbia had significantly larger areas flooded than other areas within the floodplain, some as much as 5 times Brazoria County's floodplain area.

The major impacts of flooding are roadways being blocked, lack of shelters, shortage of first responders, economic loss for cities and the County, businesses, and individuals, including loss of property and loss of employment.

Coastal erosion is a major concern, however, there have been no recorded erosion events between 2000 and 2017, though slow erosion ultimately will pose a problem.

Brazoria County is located in an area of Texas with high frequency of expansive soil. Expansive soils are those that have a moderate to very high potential to contract and expand, causing damage to foundations, water lines, wastewater lines and other underground utilities. Drought is another serious natural disaster that has affected Brazoria County. However, of the three severe droughts since 2000, none have resulted in injuries or deaths, and no crop or property damage was reported. Because of the number of industrial and chemical sites in the county, any fire may lead to a technical hazard with extreme property damage and serious injuries or loss of life. Other hazards that can affect small areas of the county are hail and lightning. Resulting fires can destroy significant areas of the county.

Describe the vulnerability to risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The Brazoria County Hazard Mitigation Plan 2017 identified the County's vulnerability to each hazard in each locale. Part of the vulnerability assessment is the identification of critical facilities and residential/commercial buildings. The

assessment identified 416 critical facilities and an additional 45 shelters. Additionally, 95,480 residential buildings and 14,267 commercial units were identified. While no information is given on the risks to low- to moderate-income households, the age and condition of the housing that is affordable to this population indicates that these dwellings are at greater risk than units built to more restrictive building and windstorm codes. Based on the flooding that occurred between 2000 and 2017, it can be estimated that at least 60% of low- to moderate-income households were affected to some degree and this estimation is likely to be the same or worse when another major flooding event occurs. H-GAC developed a Vulnerable Population Index for Brazoria County that identifies areas that may not have the means or resources to act when a natural disaster occurs. These populations include households without a car, single mother households, individuals living below poverty, individuals who are elderly and minority individuals.

STRATEGIC PLAN

SP-05 OVERVIEW

Strategic Plan Overview

The 2025-2029 Strategic Plan for Brazoria County outlines a comprehensive approach to addressing the most pressing housing, infrastructure, and public service needs of low- to moderate-income (LMI) residents across the County, excluding Pearland, Hillcrest Village, Liverpool, and Quintana. Building on the momentum and lessons learned from the 2020-2024 plan, the County continues to use CDBG and HOME funds to support housing stability, increase affordable housing options, and improve essential infrastructure in designated low-income areas. The Strategic Plan is informed by extensive public

consultation, updated needs assessments, and institutional coordination with local stakeholders, including municipalities, housing providers, service agencies, and the Texas Homeless Network.

High-priority needs have been reaffirmed through stakeholder engagement and data analysis. These include cost-burdened renter and owner households, the lack of non-congregate shelter options, aging infrastructure, and unmet service needs among special populations such as the elderly, persons with disabilities, veterans, and unaccompanied youth. As in the previous plan, a central focus remains on the rehabilitation and reconstruction of deteriorating housing, improving public facilities and infrastructure in CDBG-eligible areas, and funding services that prevent homelessness and support at-risk individuals and families.

The County has also integrated findings from the HOME-ARP Allocation Plan and updated Hazard Mitigation and Housing Market Analyses into this Strategic Plan. This enhances its capacity to respond to both chronic and emerging challenges, including housing instability, disaster resilience, and economic shocks such as inflation and rising rents. With stronger data coordination and expanded use of the Coordinated Entry System, the County is better positioned to align its resources with the needs of its most vulnerable residents.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 44 - Geographic Priority Areas

1	Area Name:	Alvin
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
2	Area Name:	Angleton
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	

	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
3	Area Name:	Brazoria
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A

	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
4	Area Name:	Brazoria County Service Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - County wide
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	City and County combined surveys and input
	Identify the needs in this target area.	Public Infrastruture, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastruture, Public Service
	Are there barriers to improvement in this target area?	No
5	Area Name:	Holiday Lakes

	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
6	Area Name:	Lake Jackson
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas

	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
7	Area Name:	Sandy Point
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service

	Are there barriers to improvement in this target area?	No
8	Area Name:	Sweeny
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
9	Area Name:	West Columbia
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	

	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
10	Area Name:	Bailey's Prairie
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service

	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
11	Area Name:	Bonney
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
12	Area Name:	Brookside Village
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	

	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
13	Area Name:	Clute
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas

	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
14	Area Name:	Danbury
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
15	Area Name:	Freeport
	Area Type:	Local Target area
	Other Target Area Description:	

	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
16	Area Name:	Jones Creek
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A

	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
17	Area Name:	Manvel
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
18	Area Name:	Oyster Creek

	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
19	Area Name:	Richwood
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas

	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service
	Are there barriers to improvement in this target area?	No
20	Area Name:	Surfside Beach
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	N/A - Citywide based on L/M areas
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Surveys determined Citywide needs and areas
	Identify the needs in this target area.	Public Infrastructure, Public Facility, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Facility, Public Service

	Are there barriers to improvement in this target area?	No
21	Area Name:	Unincorporated County
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Unincorporated areas of Brazoria County
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Local requests to Commissioners/County Judge from citizens
	Identify the needs in this target area.	Public Infrastructure, Public Service
	What are the opportunities for improvement in this target area?	Public Infrastructure, Public Service
	Are there barriers to improvement in this target area?	No

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA).

The County allocates investments to each Participating City (amounts based on population) on a 3-year rotation cycle. Each County Commissioner and

the County Judge also receives a small amount of funds every year to allocate to unincorporated areas and public service agencies. This process provides an effective method for identifying and addressing the greatest needs while being fair and equitable to each jurisdiction. The proposed projects are then reviewed and approved by the County's Community Development staff based on eligibility of the proposed subrecipients, their clientele, and the locations for area-based projects. Area-based projects are determined to be geographically eligible being in a Census Block Group that HUD has determined to be greater than 51% low- to moderate-income or by door to door surveys. With these projects covering a smaller geographic area than the Block Group method, a determination must be made that the service area is predominately low- to moderate-income through door-to-door surveys of the residents. Then, the CD Department prepares the Annual Action Plan based on those proposed projects and submits it to Commissioners Court for approval.

Priorities for the various needs and strategies are based on a number of criteria:

- Input from residents and housing/service providers through the use of on-line and paper copies of English and Spanish surveys
- Input from residents and housing/service providers through public hearings and meetings

SP-25 PRIORITY NEEDS - 91.415, 91.215(A)(2)

Priority Needs

Table 45 - Priority Needs Summary

1	Priority Need Name	Owner Housing Rehabilitation/Reconstruction
	Priority Level	High
	Population	Low Moderate
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Housing Rehabilitation/Reconstruction
	Description	Provide housing rehabilitation, including energy efficiency improvements and retrofits for people with disabilities, as well as reconstruction, for low- to moderate-income homeowners in Brazoria County.
	Basis for Relative Priority	The priority is based on the results of resident surveys, stakeholder interviews, code enforcement results, City staff knowledge of the housing conditions in Brazoria County, and the number of applicants received on a yearly basis.
2	Priority Need Name	Down payment / closing cost assistance
	Priority Level	High
	Population	Low Moderate Large Families Families with Children

	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Downpayment/closing cost assistance
	Description	In order to assist renters in becoming homebuyers without a housing cost burden, down payment and closing cost assistance is often needed for the low- to moderate-income. Credit counseling and housing counseling is a pre-requisite for FTHB assistance.
	Basis for Relative Priority	The priority is based on the results of resident surveys, stakeholder interviews including interviews with mortgage lenders, Census data regarding rental housing by income and cost burden, and the knowledge of County staff members concerning the rental population.
3	Priority Need Name	New Affordable Housing (including CHDO Set Aside)
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children
	Geographic Areas Affected	Brazoria County Service Area

	Associated Goals	New Affordable Units
	Description	Provide funds to CHDOs for new housing construction, first time homebuyer education and other CHDO-eligible activities
	Basis for Relative Priority	Requirement of HUD for HOME funds as well as need for affordable housing as indicated by surveys and stakeholder interviews.
4	Priority Need Name	Public Infrastructure Improvements
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Infrastructure Improvements
	Description	Provide assistance to Participating Cities to upgrade old, substandard water/sewer lines, water towers, lift stations, treatment plants, drainage improvements, street and sidewalk improvements, street, and sidewalk lighting improvements.
	Basis for Relative Priority	The high priority is based on the results of resident surveys, CDAB input, and local plans of participating cities.
5	Priority Need Name	New or Improved Public Facilities

	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Public Facility Improvements
	Description	There is a need for additional or improved community and multi-service centers for seniors, youth, disabled, and the general population in Brazoria County Service Areas
	Basis for Relative Priority	The high priority has been given based on the resident and CDAB surveys and stakeholders to increase the availability of multi-service centers and facilities.
6	Priority Need Name	Public Parks
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	

	Description	The enhancement, expansion, and addition of public parks, especially neighborhood parks, to serve low- to moderate-income residents are a major focus for Brazoria County. Parks provide important neighborhood amenities for the under-resourced. Improvements may include additional lighting and parking, as well as additional or improved playgrounds and other facilities.
	Basis for Relative Priority	The high priority is based on the results of resident and CDAB surveys and stakeholder interviews.
7	Priority Need Name	Fire/Emergency Services Equipment/Vehicles
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Fire/Emergency Services, Equipment, Vehicles
	Description	Provide funding for additional fire building improvements, Fire/EMS equipment, supplies, and vehicles
	Basis for Relative Priority	The high priority is based on the results of resident surveys, CDAB input and local plans of participating cities.
8	Priority Need Name	Code Enforcement
	Priority Level	High

	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Code Enforcement
	Description	Code enforcement is an integral part of maintaining desirability and values in residential neighborhoods. Code enforcement officers, who conduct windshield surveys to identify violations, receive/investigate complaints, cite violators and pursue the citation through to completion help to make the neighborhoods safer and more desirable.
	Basis for Relative Priority	The priority is rated as high based on the results of the resident surveys and stakeholder interviews
9	Priority Need Name	Clearance and Demolition
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Brazoria County Service Area

	Associated Goals	Clearance and Demolition
	Description	Clearing vacant lots, dilapidated structures, and abandoned cars, along with assisting those who are unable to dispose of debris in their yards helps to improve the health, safety, welfare, and viability of older deteriorating neighborhoods.
	Basis for Relative Priority	The high priority is based on the growing need for specialized disposal of tires, vehicles, yard equipment, paint, and other debris as well as to maintain a safe and healthy environment in the neighborhood. This need was expressed through resident surveys, and CDAB input.
10	Priority Need Name	Services to Abused/Neglected Youth & Children
	Priority Level	High
	Population	Families with Children Unaccompanied Youth Other
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Youth & Children Services
	Description	The County's most vulnerable population is children who have been abandoned, abused, or neglected. Services to address and provide for the abuse, neglected, or abandoned children in the County.

	Basis for Relative Priority	Information provided by area service agencies and other stakeholders, and the results of the surveys.
11	Priority Need Name	Youth and Children Services
	Priority Level	High
	Population	Other
	Geographic Areas Affected	
	Associated Goals	Youth & Children Services
	Description	Educational, recreational, counseling services, food, as well as school supplies, uniforms, and backpacks for at-risk youth to reduce drop-out rates, gang, and criminal activity, and improve either post-secondary education success and/or job success. Daycare services are also a need in the County.
	Basis for Relative Priority	Input from stakeholders and youth agencies indicates that there is a high number of at-risk youths, including homeless, in Brazoria County who need services to prevent low grades, dropping out of school, and criminal activity. Services are also needed to allow the family to obtain employment to become self-sufficient
12	Priority Need Name	Senior Services
	Priority Level	High

	Population	Extremely Low Low Moderate Elderly Frail Elderly
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Senior Services
	Description	The elderly in Brazoria County have need for a number of services, including home-delivered meals and medical care for the home-bound and for those who are mobile, congregate activities such as recreational activities, physical fitness classes, safety classes, educational classes, congregate lunches, among other services specific to the elderly.
	Basis for Relative Priority	The survey results indicate that senior services are a high priority in the community. Input from stakeholders, senior service agencies, and secondary data indicates that there is a high number of seniors in need of services to help them maintain independent living.
13	Priority Need Name	Services for Special Needs Populations
	Priority Level	High

	Population	Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Services to Special Needs Populations
	Description	Individuals who are disabled, mentally ill, chronic substance abusers, or are living with HIV/AIDS are generally low- to moderate-income due to their inability to secure employment at a livable wage. Additionally, they often need mobility assistance and/or transportation services. Medical care and counseling, as well as other supportive services, are often out of reach for these population groups.
	Basis for Relative Priority	Based on Census data, state, and local statistics, the gap between the number of individuals who are classified as non-homeless/non-elderly special needs versus the services available is high. In addition, the stakeholders interviewed indicated the need for services to be high.
14	Priority Need Name	Food Insecurities
	Priority Level	High

	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Food Insecurities
	Description	Provide assistance to local food distribution programs to assist with purchasing food for distribution to families that qualify through local pantries
	Basis for Relative Priority	Survey respondents and stakeholders interviewed place a high priority on providing assistance to local families in need of food and toiletries.
15	Priority Need Name	Health Services
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Health Services

	Description	The need for affordable health care and prescription assistance is a growing one throughout the Nation. Brazoria County needs affordable health care solutions to help alleviate this growing problem.
	Basis for Relative Priority	Survey respondents and stakeholders interviewed place a high priority on providing assistance to local families in need of affordable health care and prescription assistance.
16	Priority Need Name	Subsistence/TBRA Programs
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Subsistence/TBRA Payments
	Description	Programs help families in need of assistance in times of layoff, termination, or other financial hardship. Emergency, short-term payment(s) of utility and/or rent assistance.
	Basis for Relative Priority	Survey respondents and stakeholders interviewed place a high priority on providing assistance to households that have fallen on financial hardship and face eviction or utility service termination

17	Priority Need Name	Employment Training/Placement
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Adult Education & Job Training
	Description	Employment at a livable wage is required for individuals to be self-sufficient. In order to prepare for adequate employment, many adults require literacy education, GED preparation, job readiness assistance, and job training. Agencies to provide such services are a high priority for Brazoria County.
	Basis for Relative Priority	Based on Census data, the number of adults with limited English proficiency and the number without a high school diploma indicate a high need for services to prepare them for employment. Additionally, specific job readiness and training is a high priority to move many into self-sufficiency. Surveys rate adult education as a high priority.
18	Priority Need Name	Economic Development
	Priority Level	High

	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Economic Development
	Description	Micro-enterprise programs, facade improvements, and other assistance to businesses, particularly small businesses, and Section 3 businesses, can stabilize and enhance mixed use neighborhoods and create jobs.
	Basis for Relative Priority	Survey respondents and stakeholders interviewed place a high priority on providing assistance to local businesses to create jobs and reduce poverty.
19	Priority Need Name	Transportation Services
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence

	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Transportation Services
	Description	Demand-response and fixed-route transportation within Brazoria County.
	Basis for Relative Priority	The surveys, stakeholders, CDAB input coupled with the number of current users of the programs indicate its need and high priority both for continuing the existing service and also expanding fixed route services to the remainder of the County.
20	Priority Need Name	Disaster Mitigation and Recovery
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Disaster Mitigation & Recovery
	Description	Administer and oversee any funding and activities related to the prevention of or mitigation and recovery from natural, man-made, or pandemic disasters
	Basis for Relative Priority	The number of Federally designated disasters that have struck Brazoria County in the past 5 years along with the amount of damage to properties

21	Priority Need Name	Historic Preservation
	Priority Level	Low
	Population	Non-housing Community Development
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Historic Preservation
	Description	Residential and non-residential rehabilitation of historic buildings to preserve the history of the County
	Basis for Relative Priority	Even though this may not be a high priority, it is not only very important to the history of the County, but historically designated structures must be rehabilitated in compliance with the state and federal laws governing them
22	Priority Need Name	Homeless and Domestic Violence Facilities
	Priority Level	High

	Population	Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Victims of Domestic Violence
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Homeless & Domestic Violence Facilities
	Description	Homeless shelters and transitional housing are keys to ending homelessness in Brazoria County.
	Basis for Relative Priority	Homeless shelters and transitional living centers have been given a high priority based on the needs identified by the service providers, Homeless Coalition of Brazoria County, and the results of the Point in Time and Housing Inventory enumerations.
23	Priority Need Name	Homeless and Domestic Violence Services
	Priority Level	High

	Population	Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Victims of Domestic Violence
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Homeless and Domestic Violence Services
	Description	In addition to providing shelter to the homeless and victims of domestic violence, there is a priority need to provide crisis intervention, counseling, medical care, education, job training, childcare, food, clothing, transportation, legal assistance, and other services to those who are sheltered and unsheltered.

	Basis for Relative Priority	A high priority is given to services to the homeless and victims of domestic violence and their children who are in need of shelter with supportive services in order to become self-sufficient. The stakeholder interviews and input from service providers indicated a need for additional services to the homeless and victims of domestic violence.
24	Priority Need Name	Homeless Prevention
	Priority Level	High
	Population	Extremely Low Low
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Homeless Activities
	Description	Providing short-term subsistence assistance (rent and utilities) to those who are currently housed but in eminent danger of eviction or losing utilities.
	Basis for Relative Priority	The surveys, stakeholder interviews, and Community Development staff input were the basis for the high priority rating.
25	Priority Need Name	Rapid Re-housing
	Priority Level	High

	Population	Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	Homeless Activities
	Description	Providing funds to support tenant-based rental assistance for homeless households.
	Basis for Relative Priority	Point In Time and Housing Inventory data, Balance of State Continuum of Care application, stakeholder interviews.
26	Priority Need Name	HMIS
	Priority Level	High

	Population	Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Brazoria County Service Area
	Associated Goals	HMIS
	Description	Manage the collection and maintenance of homeless data provided by agencies serving homeless populations
	Basis for Relative Priority	Requirement of HUD for ESG funding
27	Priority Need Name	CDBG Program Administration/Planning
	Priority Level	High
	Population	Other
	Geographic Areas Affected	

	Associated Goals	CDBG Administration/Planning
	Description	Provide program administration/management activities for the CDBG program
	Basis for Relative Priority	N/A
28	Priority Need Name	HOME Program Administration
	Priority Level	High
	Population	Other
	Geographic Areas Affected	
	Associated Goals	HOME Program Administration
	Description	Provide program administration/management activities for the HOME program
	Basis for Relative Priority	N/A
29	Priority Need Name	ESG Program Administration
	Priority Level	High
	Population	Other

	Geographic Areas Affected	
	Associated Goals	ESG Administration
	Description	Provide program administration/management activities for the ESG program
	Basis for Relative Priority	N/A

Narrative (Optional)

SP-30 INFLUENCE OF MARKET CONDITIONS - 91.415, 91.215(B)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The need for TBRA in Brazoria County is significantly influenced by economic pressures such as unemployment, underemployment, and inflation. These conditions, especially post-pandemic, have left many low-income households with insufficient income for stable housing, intensifying the need for rental support.
TBRA for Non-Homeless Special Needs	Individuals with disabilities or elderly residents who can live independently continue to require TBRA. Yet, the use of TBRA for this population is shaped by the limited availability of Housing Choice Vouchers and a lack of accessible units. The county's strategy suggests a pivot toward unit-based solutions and supportive housing development instead of expanding tenant-based subsidies
New Unit Production	Brazoria County faces a significant shortage of affordable, quality housing stock. The expansion of petrochemical industries has led to population and workforce growth, increasing the demand for housing. Simultaneously, natural disasters have damaged or destroyed over 15,000 homes in the last decade.
Rehabilitation	A substantial portion of Brazoria County's housing stock is aging, with a high percentage of units built before 1980–43% of renter-occupied and 36% of owner-occupied units. Many of these units have at least one housing deficiency, and disasters have exacerbated their deterioration.

Acquisition, including preservation	While the County does not directly engage in acquisition activities, it supports private and nonprofit developers who seek to preserve or convert existing units into affordable housing.

Table 46 - Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c) (1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,427,334	0	0	$1,427,334	$5,709,336	This is the first year of the 5-year Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$440,636	0	0	444,763	$1,762,546.	This is the first year of the 5-year Consolidated Plan.

Table 47 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Federal Funds will be leveraged with private, local and/or City funds in order to complete, create, and/or expand projects and services throughout Brazoria County. Habitat for Humanity (HfH) and the SETH bond for Costa Verde provide matching funds for Brazoria County's HOME program. Additional match dollars come through eligible matching grants and waived permit/filing fees. Homes built by HfH use donations, sweat equity, and in-kind professional services.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

No publicly owned land or property is expected to be used to address the needs in the plan.

Discussion

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SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
BRAZORIA COUNTY	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction

Table 48 - Institutional Delivery Structure

Assessment of Strengths and Gaps in the Institutional Delivery System

The Consolidated Plan is implemented by Brazoria County, the Public Housing Authority. A key strength is the County's extensive experience managing HUD funds, with the same staff overseeing CDBG/HOME/ESG and Housing Choice Voucher programs, ensuring coordination. The Community Development Advisory Board, made up of mayors or their representatives and elected

County officials, fosters collaboration throughout the process. Given the County's large geographic size and limited role in incorporated areas, CDBG funds are allocated to participating cities, with oversight from the four County Commissioners and County Judge to ensure funds are used according to HUD eligibility, promoting equitable distribution and addressing priority needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services.

Homelessness Prevention Services	Available in the Community	Targeted too Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X		
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	X
Employment and Employment Training	X	X	
Healthcare	X		X
HIV/AIDS	X		X
Life Skills	X	X	X

Supportive Services			
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Access to Food	X	X	X

Table 49 - Homeless Prevention Services Summary

Describe how the service delivery system, including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

All services in the system are available to people experiencing homelessness, including chronically homeless individuals and families. There are few agencies in Brazoria County targeting the homeless population, but the County is confident that will change with the institution of a county-wide homeless coalition that will have access to more Continuum of Care funds. The VA has a local clinic that provides a comprehensive array of medical services and can provide referral to the larger VA Medical Center if necessary. The Women's Center of Brazoria County and the ActionS agency have offices that provide services in multiple locations throughout the County making it easier for residents to access those particular services. As part of the Balance of State Continuum of Care and Brazoria County ESG, service providers are linked through HMIS and collaborative processes inherent to the Continuum of Care system. Though, there are currently no providers in Brazoria County receiving Continuum of Care funds, with the institution of the new county coalition, it is anticipated that agencies will be able to secure CoC funding.

Describe the strengths and gaps of the service delivery system for the special needs of the population and persons experiencing homelessness, including, but not limited to, the services listed above.

Though there are few agencies targeting the homeless, the existing mainstream service agencies have a successful network of collaboration and cooperation. As the network continued to strengthen, it became feasible for

Brazoria County to establish its own homeless coalition rather than remain as part of the multi-county Gulf Coast Homeless Coalition. This brings control of homeless services and funding back to Brazoria County. The largest gap in the delivery system is geographic. Many agencies serving and sheltering the homeless are located in Harris County or the City of Galveston. The economies of scale have been such that agencies with capacity to address the comprehensive needs of the homeless have not found it feasible to locate a satellite program in Brazoria County. There are currently very few agencies that are within Brazoria County's jurisdiction. Compounding the problem, is the shortage of Housing Choice Vouchers and adequate TBRA or Rapid Re-housing funding.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

The strategies for overcoming gaps and capacity issues in the service delivery system require additional funding and a more densely populated community to make the development of a strong service delivery system economically feasible. Brazoria County will continue to grow its new county homeless coalition, and will continue to work with the Texas Homeless Network, participating cities, and Social Service Agencies to identify strategies for developing new programs, identifying funding, and building the capacity of these local agencies. Additionally, the County will continue to work with agencies in the region, particularly in Houston and Galveston that are interested in developing satellite programs and service slots for Brazoria County residents in their current programs.

With the new homeless coalition, the County will participate in the Texas Balance of State CoC in conducting PIT counts, needs assessments, gaps analysis and refining the CoC plan to develop a pro-active approach to changing needs of people experiencing homelessness in the community.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation/ Reconstruction	2025	2029	Affordable Housing	Brazoria County Service Area	Owner Occupied Housing Rehabilitation/ Reconstruction	HOME	Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Down Payment/closing cost assistance	2025	2029	Affordable Housing	Brazoria County Service Area	Down payment assistance	HOME	Direct Financial Assistance to Homebuyers: 0 Households Assisted
3	New affordable units	2025	2029	Affordable Housing	Brazoria County Service Area	Construct new affordable housing for purchase	HOME-CHDO	Homeowner Housing added: 2 Housing Units/ Households
4	Infrastructure Improvements	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Improvements to public infrastructure, including water, wastewater, streets, side walks and street lighting	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
5	Public Facility Improvements	2025	2029	Non-Housing Community Development	Brazoria County Services Area	Improvements to public facilities (including fire equipment) in Brazoria County Service Area	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Park Improvements	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Improvements to public parks in CDBG eligible areas	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
7	Fire/Emergency Services, Equipment, Vehicles	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Other: Fire/Emergency Services Equipment, Vehicles	CDBG:	Other: 1 Other
8	Code Enforcement	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Code Enforcement	CDBG:	Housing Code Enforcement/Foreclosed Property Care: 0 Household Housing Unit
9	Clearance and Demolition	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Youth & Children Services	CDBG:	Buildings Demolished: 1 Buildings
10	Youth and Children Services	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Youth & Children Services	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
11	Senior Services	2025	2029	Non-homeless Special Needs	Brazoria County Service Area	Youth & Children Services	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	Services for Special Needs Populations	2025	2029	Non-Homeless Special Needs	Brazoria County Service Area	Services for Special Needs	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 125 Persons Assisted
13	Food Insecurities	2025	2029	Non-housing Community Development	Brazoria County Service Area	Provide food for low- and moderate income families	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
14	Health Services	2025	2029	Non-Housing Community Develompent	Brazoria County Service Area	Health and Mental Health Services	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
15	Substistence/TBRA Payments	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Subsistence/TBRA Payments	CDBG, HOME	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
16	Abused and Neglected	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Services for Abused and Neglected Children	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
17	Crime Awareness	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Crime Awareness Services	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
18	Adult Education & Job Training	2025	2029	Non-Housing Community Develompent	Brazoria County Service Area	Employment Training/Placemen t	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted
19	Economic Development	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Economic Development	CDBG	Econoimc Development activities: 0 businesses assisted/ 0 job created

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
20	Transportation Services	2025	2029	Non-Housing Community Devleopment; Special Needs Populations	Brazoria County Service Area	Services to the elderly & disabled	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
21	Disaster Recovery & Mitigation	2025	2029	Non-Housing Community Development	Brazoria County Services Area	Disater Mitigation & Recovery	CDBG	Other: 0
22	Historic Preservation	2025	2029	Non-Housing Community Development	Brazoria County Service Area	Other: Historical Preservation	CDBG	Other: 0
23	Homeless & Domestic Violence Facilities	2025	2029	Homeless	Brazoria County Service Area	Homeless	CDBG	Shelter facilities: 1
24	Homeless & Domestic Violence Services	2025	2029	Homeless	Brazoria County Service Area	Homeless	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
25	General Program Administration - 21A	2025	2029	N/A		N/A	CDBG; HOME	N/A

Table 50 - Goals Summary

Goal Descriptions

1	Goal Name	**Housing Rehabilitation/Reconstruction**
	Goal Description	The County will fund the rehabilitation or reconstruction of owner-occupied housing to assist low- to moderate-income residents improve and maintain their homes. If necessary, the County will retrofit homes for the disabled as needed and will provide energy efficiency improvements. If applicable, lead based paint will be identified and addressed as required.
2	Goal Name	**Down payment/closing cost assistance**
	Goal Description	The County will provide funding for down payment and closing cost assistance to first time homebuyers.
3	Goal Name	**New affordable units**
	Goal Description	The County will fund CHDOs with CHDO set-aside funds to construct new affordable units for purchase by low- to moderate-income families.
4	Goal Name	**Infrastructure Improvements**
	Goal Description	The County will add or improve sidewalks, sidewalk/street lighting, failing water/sewer lines, improve drainage, improve water towers and wastewater treatment facilities in Brazoria County Service Areas, including making curb cuts and sidewalks ADA compliant.
5	Goal Name	**Public facility improvements**
	Goal Description	The County will use CDBG funds to support public facility improvements, including neighborhood and senior center improvements in low- to moderate-income areas.
6	Goal Name	**Park Improvements**
	Goal Description	The County will use CDBG funds to support park improvements in areas that benefit low- to moderate-income residents.

7	Goal Name	**Fire/Emergency Services, Equipment, Vehicles**
	Goal Description	The County will use CDBG funds to improve fire stations, purchase supportive equipment, or new emergency response vehicles.
8	Goal Name	**Code Enforcement**
	Goal Description	The County will provide funding for salaries or costs for inspections, resulting in citations and court appearances.
9	Goal Name	**Clearance and Demolition**
	Goal Description	The County will provide CDBG funds for neighborhood clean-ups, particularly in participating cities.
10	Goal Name	**Youth & Children Services**
	Goal Description	The County will use CDBG and/or ESG funds to support youth enrichment, counseling, day care, school supplies, or drop-out prevention activities for at-risk or abused/neglected youth.
11	Goal Name	**Senior Services**
	Goal Description	The County will use CDBG funds to provide various services such as homebound meals, transportation, and other services to low- to moderate-income elderly.
12	Goal Name	**Services for Special Needs Population**
	Goal Description	The County will use CDBG funds to provide various services (such as transportation, medical care, and counseling) to the disabled, mentally ill, chronic substance abusers, or HIV individuals.
13	Goal Name	**Food Insecurities**
	Goal Description	The County will use CDBG funds to assist non-profit agencies purchase food and staple goods for low-income families
14	Goal Name	**Health Services**

	Goal Description	The County will use CDBG funds to assist families and individuals with physical and mental health costs and prescription assistance.
15	Goal Name	**Subsistence/TBRA Payments**
	Goal Description	The County will use CDBG or HOME funds to assist low- to moderate-income families with emergency, short-term rent/utility assistance.
16	Goal Name	**Abuses and Neglected Children**
	Goal Description	The County will use CDBG funds to assist with services to abused and neglected children through the provision supportive services to assist with ongoing court cases in response to reported abuse and neglect.
17	Goal Name	**Crime Awareness**
	Goal Description	The County will use CDBG to assist with awareness and education campaigns targeting the reduction of crime in targeted neighborhoods and communities.
18	Goal Name	**Adult Education and Job Training**
	Goal Description	The County will fund agencies to provide adult literacy education, GED preparation, job readiness training, and/or job training, and post-secondary education programs.
19	Goal Name	**Economic Development**
	Goal Description	The County will support various economic development activities in Brazoria County Service Areas including possible façade improvements, micro-enterprise businesses, Section 3 employment opportunities, small business start-ups or expansions
20	Goal Name	**Transportation Services**
	Goal Description	The County will fund demand-response transportation for elderly, disabled, and low-income.
21	Goal Name	**Disaster Mitigation & Recovery**
	Goal Description	The County will use CDBG funds and special allocations to reduce the potential effects of natural, man-made, pandemic hazards and to mitigate any dangers and assist in the recovery in the wake of hazards and disasters
22	Goal Name	**Historic Preservation**
	Goal Description	The County will use CDBG funds to restore historic buildings.

23	Goal Name	**Homeless and Domestic Violence facilities**
	Goal Description	The County will assist homeless and domestic violence shelters and other facilities in improvements and/or expansions including responding to changing regulations
24	Goal Name	**Homeless and Domestic Violence services**
	Goal Description	The County will assist homeless and domestic violence agencies in providing services to the victims of homelessness, domestic violence and/or sexual assault
25	Goal Name	**General Program Administration/Planning**
	Goal Description	The County will provide CDBG funds to support salaries, training, direct costs and other cost to manage/administer the CDBG program

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2).

The need for affordable housing far exceeds the available resources. The County anticipates providing assistance to 10 low- to moderate-income households with down payment assistance, 25 with TBRA and or Rapid Re-housing assistance, 8 with housing rehabilitation, and 25 with short-term (1-3 consecutive months) rent/utility assistance.

SP-50 PUBLIC HOUSING ACCESSIBILITY AND INVOLVEMENT - 91.415, 91.215(C)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement).

There are no public housing developments in Brazoria County. There is a significant need for more private rentals for the HCV holders in need of accessibility accommodations. In general, there is a shortage of multi-family rentals, and individual landlords of one or two properties are not compelled to adhere to Section 504 regulations.

Activities to Increase Resident Involvement

Not Applicable. There are no public housing developments in Brazoria County.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation.

Not Applicable

SP-55 STRATEGIC PLAN BARRIERS TO AFFORDABLE HOUSING - 91.415, 91.215(H)

Barriers to Affordable Housing

Brazoria County faces a series of interrelated barriers to affordable housing, deeply rooted in local policy, economic trends, and environmental risks. Zoning ordinances–such as minimum square footage requirements and mandates for garages or carports in cities like Lake Jackson and Freeport–have historically restricted the construction of smaller, more affordable homes. Although these

requirements have been successfully challenged in some jurisdictions, they persist elsewhere. Tax burdens, especially from school districts, disproportionately affect fixed-income populations like seniors and people with disabilities. Environmental insurance costs are another substantial barrier. Due to the county's proximity to the Gulf of Mexico and increasing floodplain designations, residents are often required to purchase costly windstorm and flood insurance. Additionally, infrastructure needs, rising construction and property costs, and the expiration of affordability restrictions on hundreds of subsidized housing units further restrict access to affordable housing. Compounding these issues, individuals with criminal histories or prior evictions face systemic barriers to rental housing, and uncoordinated support services limit access to case management and housing navigation support.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Brazoria County has adopted both proactive and remedial strategies to reduce these barriers. These include allocating over $350,000 annually to homeownership programs and housing rehabilitation, along with $75,000 for Tenant-Based Rental Assistance (TBRA) and another $60,000 in ESG funds for rapid re-housing and homelessness prevention. Policy advocacy has proven effective; the County has successfully persuaded cities like Lake Jackson and Freeport to amend ordinances that restricted smaller home construction. It continues to monitor zoning changes and advocate for equitable, flexible regulations. The County also supports the use of State disaster recovery funds to assist homeowners in repairing or rebuilding housing damaged by storms like Hurricane Harvey. Public-private partnerships with nonprofits and service providers enhance program reach and case management. Additionally, the County Housing Authority prioritizes Housing

Choice Vouchers for elderly, disabled, and low-income working residents. Finally, strategies from the AI report emphasize increasing the availability of subsidized rental units, preserving existing affordability contracts, and expanding education around tenant rights and fair housing practices.

SP-60 HOMELESSNESS STRATEGY - 91.415, 91.215(D)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The Homeless Coalition of Brazoria County is a collaboration of service and housing agencies and others in the public sector that meet monthly to analyze existing needs to identify and address funding gaps. The Homeless Point-In-Time (PIT) Count annually assesses the characteristics of the homeless population in Brazoria County. This is important information used by the Coalition and its stakeholders to track the changing needs of the homeless population in Brazoria County.

In Brazoria County, some agencies provide outreach services for the specific population that they serve (i.e., MHMR, victims of domestic violence), but there are no agencies whose mission is outreach only. Service and housing information is distributed by local agencies, local churches that operate food pantries, and governmental entities. The County will continue to work with local agencies to identify those that could provide outreach services, especially to persons that Brazoria County has developed a Coordinated Entry Planning Entity that has resulted in a Coordinated Entry system with 3 intake facilities (Gulf Coast MHMR Street Outreach, Salvation Army Emergency Shelter and

United Way). This Coordinated Entry system allows for the identification and assessment of homeless persons, followed by entry into the HMIS system, and then referrals to agencies that can address their needs.

Addressing the emergency and transitional housing needs of homeless persons.

The Women's Center of Brazoria County provides emergency shelter and supportive services to victims of domestic violence and sexual assault. The Women's Center has two emergency shelters located within the County providing a total of 23 beds for women and their children. The Salvation Army provides eight emergency shelter beds for families with children and 26 beds for single adults.

The County will continue to work with the Coalition and the Texas Homeless Network to identify agencies that could provide emergency shelter, rapid re-housing, and permanent supportive housing programs within the County. The County and homeless providers are aware of the lack of housing choice within the County and are committed to working with agencies that are interested in constructing affordable housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The County uses CDBG and ESG funding to assist local non-profits in meeting the needs of the low- to moderate-income residents including those experiencing homelessness or who are at-risk of homelessness. The County will continue to work with local providers, the Coalition, and Texas Homeless Network to identify strategies to develop additional affordable and supportive housing in an effort to make homelessness rare, short-lived and non-recurring. Continuum of Care funding is accessed through the Texas Homeless Networks' Balance of State funding. The County is no longer a direct recipient of ESG funding from the U.S. Department of Housing and Urban Development and provides funding to local agencies for emergency shelter, homeless prevention and rapid re-housing programs. Additionally, the County allocates CDBG funding to local supportive service agencies that provide a variety of services and programs such as prescription assistance, youth programs, counseling, homebound meals, transportation assistance, food banks/pantries, and continuing education programs.

The County maintains a dialogue with local agencies, mainstream providers and Workforce Solutions to assist people in securing permanent employment with a living wage. Staff at these service agencies assist, or at least refer, clients with applications when they are eligible for mainstream benefits. Agencies have been encouraged to have staff complete the SSI/SSDI Outreach, Access and Recovery (SOAR) training that is now offered on-line. County staff will continue to work with interested entities in the planning and development of programs and/or facilities that would assist homeless persons in moving from homelessness to permanent housing and programs that prevent homelessness and promote long-term housing stability.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

The Texas Homeless Network, as the lead agency for the Balance of State CoC and a statewide planning agency, continues to work with local coalitions, the Texas Interagency Council on Homelessness, and the Department of State Health Services to develop statewide discharge plans to ensure that people have appropriate and stable housing upon discharge from a public institution. Child Protective Services has discharge policies in place to coordinate community-wide assistance to address youths aging out of foster care.

There are six prisons in Brazoria County that are operated by the Texas Department of Criminal Justice: Darrington Unit, Clemens Unit, Ramsey Unit, Wayne Scott Unit, Stringfellow Unit, and Terrell Unit. All of the prisons have reentry programs for inmates who have completed their sentence, are being paroled, or who have an early release.

The Texas Homeless Network, along with local coalitions and publicly funded institutions and systems of care, are working create or modify discharge plans to prevent discharging people into homelessness by:

- Identifying local discharge plans or practices that are leading to homelessness
- Engaging each system and discussing data and alternatives
- Utilizing data to inform broader strategic planning process

SP-65 LEAD-BASED PAINT HAZARDS - 91.415, 91.215(I)

Actions to address LBP hazards and increase access to housing without LBP hazards.

Each qualified owner-occupied home is inspected for lead-based paint before rehabilitation. If a hazard is found, it is mitigated per federal regulations. Homes built before 1979 that receive funding from Brazoria County's HOME program must be visually checked for lead-based paint and mitigated if needed before assistance is granted. All homes receiving rehabilitation or first-time homebuyer assistance with children will receive a pamphlet on lead hazards from structural paints, toys, pottery, clothing worn by factory workers, and other sources of lead.

How are the actions listed above related to the extent of lead poisoning and hazards?

Though a large percentage of the homes were built before 1980, the majority of the applicants for housing rehabilitation are elderly with no children in the home. However, the housing rehabilitation and first-time homebuyer assistance programs will continue to provide information to applicants on the dangers of lead in the home. All rehabilitated homes through the CDBG and HOME programs will be tested and remediated when necessary and all reconstructed homes will be built lead-free.

How are the actions listed above integrated into housing policies and procedures?

The County's CDBG, HOME and PHA policies and procedures address the requirement of assessing or testing for and mitigating lead-based paint in every house built before 1979 that is receiving federal funds for rehabilitation,

demolition, first time homebuyer's assistance, or rental assistance. All recipients of Housing Choice Vouchers or Tenant Based Rental Assistance must have the chosen unit inspected to ensure that it meets Housing Quality Standards set by HUD. Brazoria County Housing Authority conducts a HQS inspection annually of all HCV units. One of the elements of the HQS inspection is a LBP hazard visual assessment.

SP-70 ANTI-POVERTY STRATEGY - 91.415, 91.215(J)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families.

Brazoria County's programs to reduce the number of poverty-level families are related to preparing the labor force for employment at a livable wage. Through supporting basic adult education, GED preparation, post-secondary scholarships, and job training/placement, the County is supporting agencies in addressing the gap between available jobs and qualified applicants. Brazosport and Alvin Community College provides a number of certifications and Associate's Degree programs to ready the available labor force for appropriate jobs that will raise them out of poverty. Brazoria County is committed to reaching its goals for hiring Section 3 businesses and employees and includes Section 3 requirements in contracts with Cities and non-profits.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Brazoria County may continue to fund as in the past upon request both Alvin Community College and Brazosport College's Continuing Education Programs.

This in turn helps the family gain better employment and allow them to afford nicer units in better areas. The County has been diligent in its efforts to revitalize older houses and neighborhoods which keeps the units affordable for future families. Unfortunately, this may cause an increase in property taxes, but brings about beautification of the neighborhood.

SP-80 MONITORING - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

General Program, CDBG-Specific and ESG-Specific Monitoring: Program monitoring is an on-going process of planning, implementation, communication, and follow-up. The process is interactive and provides a continuity of involvement from pre-contract planning, through implementation and follow-up.

The County staff utilizes HUD's Monitoring Checklists and adds any project-specific items relevant to properly assess the overall quality of the activities. At the completion of the on-site visit, the staff meets with the subrecipient

director and staff to discuss preliminary findings and possible resolutions. A letter is then sent to the subrecipient outlining areas of compliance and areas for which there are concerns or findings, with a process for remediation, and a timeframe for completion.

Infrastructure and public facility projects managed by the County, or participating cities through contractors, are monitored on an on-going basis to ensure compliance with environmental and labor laws as well as all HUD regulations. The staff is in constant contact with the contractor on the status of the work. The property is inspected by the project engineer each time an invoice is submitted for payment.

HOME Investment Partnerships Program (HOME) Monitoring Strategy: Clear record keeping requirements are essential for grant accountability. In the case of a CHDO, responsibility for maintaining many of the records would be assigned to the non-profit. This includes responsibility for verifying household income, which is determined by the number of persons living in the household over age 18. The monitoring process also consists of examining client files, that should include property leases, deeds of trust, etc., and conducting a property walk-through of rehabilitation.

Once the contract is signed with the contractor, the Community Development staff is in constant contact with the contractor on the status of the work. Every time the contractor submits an invoice for payment, the staff inspects the property to verify that the work was completed. If it is a reconstruction, then the staff inspects all "cover ups" (foundation, framing/roof, electrical, plumbing, etc.). The windstorm inspector also inspects the work. Once the

home is completed, the CD staff uses a checklist to verify that the home meets Brazoria County's minimum property standards upon project completion.

On a rehabilitation project, the CD staff verifies that the contractor has completed the items on the bid, according to the bid specification, and signs off that the repairs are completed. When the homeowner produces evidence of Homeowners, windstorm, and flood insurance, if applicable, the staff issues a certificate of occupancy, and the homeowner is allowed to move in.

CD staff monitors first-time homebuyers and homeowners yearly for current property taxes and insurance to protect the home. Letters are sent to the homeowner once the review is completed, and it states any deficiencies or issues, and the corrective action, and a timeframe to correct the deficiencies.

The staff is also responsible for monitoring compliance with Fair Housing and Equal Opportunity (FHEO) laws. Staff will also review projects for compliance with the Lead-Based Paint Ordinance, housing quality standards, applicable City building codes (for projects in incorporated jurisdictions) and other rules as appropriate.

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES - 91.420(B), 91.220(C) (1,2)

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,427,334	0	0	$1,427,334	$5,030,069	Total available for remaining Consolidated Plan period calculated by reducing CDBG funding by 5% each year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$440,636	0	0	444,763	$1,552,972	Total available for remaining Consolidated Plan period calculated by reducing CDBG funding by 5% each year.

Table 51 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

Federal funds will be leveraged with private, local and/or city funds in order to complete/create/expand process and services in Brazoria County. Match dollars come through eligible matching grants, bonds, and waived fees.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

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ANNUAL GOALS AND OBJECTIVES

AP-20 ANNUAL GOALS AND OBJECTIVES - 91.420, 91.220(C)(3) &(E)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1-1	Flood Drainage Improvements - 03I	2025	2026	Non-Housing Community Development	Brookside Village	Public Infrastructure Improvements- Drainage Improvements	$191,500	855 persons assisted with improved drainage SLE/AA
1-2	Water/Sewer Improvements - 03J	2025	2026	Non-Housing Community Development	Clute	Public Infrastructure Imp. - Sewer Improvements	$220,000	175 persons assisted with improved public infrastructure SLE/AA
1-3	Water/Sewer Improvements - 03J	2025	2026	Non-Housing Community Development	Danbury	Public Infrastructure Imp. - Sewer Improvements	$166,000	1668 persons assisted with improved public infrastructure SLE/AA
1-4	Water/Sewer Improvements - 03J	2025	2026	Non-Housing Community Development	Sweeny	Public Infrastructure Imp. - Sewer Improvements	$166,000	1905 persons assisted with improved infrastructure SLE/AA
1-5	Water/Sewer Improvements - 03J	2025	2026	Non-Housing Community Development	Surfside Beach	Public Infrastructure Imp. - Water Improvements	$123,000	85 persons will be assisted with improved infrastructure SLE/AA

2-1	Homeless Facilities (not operating costs) 03C	2025	2026	Non-Housing Community Development	Freeport	Public Facility Improvements	$60,000	50 persons will be assisted with improved shelter facilities SLE/AA
3-1	Senior Services - 05A	2025	2026	Non-Homeless Special Needs	Brazoria County Service Area	Senior Services	CDBG: $15,000	75 persons assisted with supportive services SLE/AA
3-2	Senior Services - 05A	2025	2026	Non-Homeless Special Needs	Brazoria County Service Area	Senior Services	CDBG: $20,000	80 persons assisted with supportive services SLE/AA
4-1	Youth Services- 05D	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Youth & Children Services	CDBG: $23,900	308 youths assisted with supportive services SLE/S
4-2	Youth Services - 05D	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Youth & Children Services	CDBG: $20,000	600 youths assisted with supportive services SLE/S
4-3	Youth Services- 05D	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Youth & Children Services	CDBG: $6,800	300 youths assisted with supportive services SLE/S
5-1	Food Banks - 05W	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Food Insecurities	CDBG: $23,000	350 persons assisted with supportive services SLE/AA

6-1	Mental Health Services - 05O	2025	2026	Non-Homeless Special Needs	Brazoria County Service Area	Services for Special Needs Populations - Mental Health	CDBG: $17,200	25 persons assisted with counseling services SLE/AA
6-2	Mental Health Services - 05O	2025	2026	Non-Homeless Special Needs	Brazoria County Service Area	Services for Special Needs Populations - Mental Health	CDBG: $14,700	60 Alzheimer/Dementia patients assisted with supportive services SLE/AA
7-1	Victim Services–05G	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Homeless and Domestic Violence Services - Human Trafficking	CDBG: $18,500	16 persons assisted with supportive services SLE/AA
8-1	Subsistence Payments - 05Q	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Subsistence Program	CDBG: $14,000	20 families (40 persons) assisted with supportive services SLE/AA
9-1	Abused and Neglected - 05N	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Services for Abused and Neglected Children	CDBG: $18,000	75 children assisted with supportive services SLE/AA
10-1	Crime Awareness- 05I	2025	2026	Non-Housing Community Development	Brazoria County Service Area	Crime Awareness	CDBG: $17,200	1500 persons assisted with crime awareness training SLE/AA

11-1	General Program Administration - 21A	2025	2026	N/A	Brazoria County Service Area	N/A	CDBG: $252,000	N/A
12	Housing Rehab/Reconstruction	2025	2026	Affordable Housing	Brazoria County Service Area	Owner occupied housing rehab/reconstruction	HOME: $330,477.52	2 Housing Units assisted DH/A
13	HOME CHDO Set-Aside/New Affordable Units	2025	2026	Affordable Housing	Brazoria County Service Area	New construction of affordable owner-occupied housing	HOME: $66096	0 Housing Units DH/A
14	HOME Program Administration	2025	2026	N/A	Brazoria County Service Area	N/A	HOME: $44063	N/A

Table 52 - Goals Summary

Goal Descriptions

1	Goal Name	Flood Drainage Improvements - 03I
	Goal Description	The city of Brookside Village will improve drainage along Brookside Road between Mykawa Road and Garden Road by re-grading open ditches, and hydro vacuuming of old covered culverts on the north and south sides of the road.

2	Goal Name	Water/Sewer Improvements - 03J
	Goal Description	City of Clute will install approximately 3700 linear feet of new 8" and 2500 linear feet of 10" sanitary sewer lines in the Bryan Subdivision along Old Angleton Road in Clute. This project is another phase of the 2022 Water project and will serve 79 households of which at least 51% qualify as low- and moderate-income.
3	Goal Name	Water/Sewer Improvements - 03J
	Goal Description	The City of Danbury will install an emergency generator back-up at Lift Station #7 to support sanitary sewer operations during a period of power outages.
4	Goal Name	Water/Sewer Improvements - 03J
	Goal Description	The City of Sweeny will rehabilitate and upgrade existing Lift Stations by replacing existing control panels and replace and/or adding additional grinder pumps at four (4) of lift station locations: Kent/Shady, Cedar & Pecan.
5	Goal Name	Water/Sewer Improvements - 03J
	Goal Description	Village of Surfside Beach will install 2300 linear feet of new water line along Seashell Road. Improvements will be made to a 2" waterline replacement with 6" c900 pipe. Project will serve fifty-five households/residents located in this section of the city.
6	Goal Name	Homeless Facilities (not operating costs) 03C
	Goal Description	Salvation Army will install a back-up generator at the Freeport Emergency Shelter to support shelter during periods of power outages; and will complete required accessibility improvements to the shelter to complete with TDLR compliance including improvements to egress and bathroom improvements for wheelchair access in both the women and men bathroom facilities.
7	Goal Name	Senior Services - 05A
	Goal Description	ActionS will provide homebound meals to the homebound elderly within Brazoria County.

8	Goal Name	Senior Services - 05A
	Goal Description	ActionS will provide transportation services to seniors within Brazoria County.
9	Goal Name	Youth Services - 05D
	Goal Description	Boys & Girls Club will implement a comprehensive prevention program at various sites addressing positive outcomes in academic success, good character and citizenship, and healthy lifestyles among at-risk youth in Brazoria County.
10	Goal Name	Youth Services - 05D
	Goal Description	The Dream Center will provide back to school supplies, personal care kits and food to assist low/mod youths in Brazoria County.
11	Goal Name	Youth Services - 05D
	Goal Description	Junior Achievement will provide a 5-to-8-week program to instill leadership qualities in the low/mod income youths throughout Brazoria County by providing training on basic money management, career investigation, and benefits of staying in school.
12	Goal Name	Food Banks - 05W
	Goal Description	Brazosport Cares will provide food and staple goods through their Food Pantries in Freeport and Sweeny to assist low/mod people in Brazoria County.
13	Goal Name	Mental Health Services - 05O
	Goal Description	Counseling Connections will provide counseling services for mental health and trauma victims.
14	Goal Name	Mental Health Services - 05O
	Goal Description	The Gathering Place will use funds to provide for salaries, as well as food for their gatherings, which provide respite care, motivational and therapeutic assistance to their clients.

15	Goal Name	Victim Services–05G
	Goal Description	Refuge for Women will use funds for shift leader's salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.
16	Goal Name	Subsistence Payments - 05Q
	Goal Description	Salvation Army will provide emergency subsistence in the form of rent and utility assistance to low/mod residents of Brazoria County.
17	Goal Name	Abused and Neglected - 05N
	Goal Description	Gulf Coast Casa will use funds for personnel salaries, who will provide advocacy to children in the DFPS system.
18	Goal Name	Crime Awareness- 05I
	Goal Description	Demand Disruption will provide educational presentations on awareness and prevention of crime to youth, parents and the community.
19	Goal Name	General Program Administration - 21A
	Goal Description	Funds will be used to pay for the administrative costs associated with the general management, oversight and coordination of the CDBG Program, including any direct staff and consulting services.
HOME Program		
20	Goal Name	Housing Rehab/Reconstruction
	Goal Description	The County proposes to either rehabilitate or reconstruct two (2) substandard housing units which are occupied by low/mod income homeowners.
21	Goal Name	HOME CHDO Set-Aside/New Affordable Units

	Goal Description	The County has set-aside 15% of this fiscal year's HOME funds for CHDOs as mandated by the program to provide funding to construct homes to be sold or rented to low/moderate income families. Funding will be allocated to an CHDO-eligible activity.
22	Goal Name	HOME Program Administration
	Goal Description	These funds will be used to pay for the administrative costs associated with the general management, oversight and coordination of the HOME Program, including any direct staff and consulting services.

AP-35 PROJECTS - 91.420, 91.220(D)

Introduction

Brazoria County's PY 2024 CDBG funds will provide water/sewer improvements; street improvements; park improvements; one public facility improvement and fund various public service organizations which serve youth, seniors, the disabled; and provide job training, food pantry services and subsistence payments. HOME funds will provide housing rehab/reconstruction to various low-income homeowners throughout the County based on an application process.

Projects

#	Project Name
1	Brookside Village- Drainage Improvements
2	Clute - Sanitary Sewer Improvements
3	Danbury- Sanitary Sewer Improvements/Generators
4	Sweeny Sanitary Sewer Improvements
5	Surfside Beach- Water Improvements
6	Jones Creek Street Improvements
7	Salvation Army Shelter- Shelter Improvements/ Generator
8	ActionS Homebound Meals
9	ActionS Transportation
10	Boys & Girls Club Prevention Program
11	Brazosport Cares Food Program
12	Counseling Connections for Change
13	Gathering Place Alzheimer Program

#	Project Name
14	Junior Achievement
15	Dream Center
16	Refuge for Women
17	Salvation Army Subsistence Program
18	Gulf Coast CASA
19	Demand Disruption
20	CDBG Administration
21	HOME Housing Rehabilitation/Reconstruction Program
22	HOME CHDO Set-Aside
23	HOME General Administration

Table 53 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The allocation priorities are based on a number of factors:

1. The priorities that were assessed to meet a high priority need as determined through resident surveys, stakeholder interviews, and reported in the 2025-2029 Consolidated Plan;
2. Activities that reviewed and deemed eligible under the CDBG, and HOME regulations;
3. High priority public service activities that were selected were identified by the County Judge and County Commissioners to serve the individuals in greatest need (children services, education, elderly and disabled services) and that could be funded within the 15% cap.

Generally, funding availability is always an obstacle. Many agencies go un-funded, or under-funded, due to the limited resources and the required 15% cap that is imposed on the CDBG funds. With that, the agencies that are applying for the United Way funds have also been reduced due to lack of contributions. This creates more competition for the already limited funds, and many agencies do not receive funding at all. Many more of today's families receive some form of assistance (food stamps, TANF, Children's Medicaid, etc.). Employment, job training, and healthcare remain a high priority. Additionally, rents and cost of housing continue to increase.

Brazoria County continues to face the obstacle of meeting underserved needs due to decreasing federal funding (both CDBG and HOME allocations have been reduced and the County did not receive ESG funds for the third consecutive year.) When taken with inflation, increased cost of living and reduction in giving, it is more difficult than ever to serve families and individuals in need. While the County is taking advantage of other funding opportunities, there continues to be a struggle to ensure families remain stably housed with resources to live above the poverty line. Increasing development in the county is targeted to higher income families which has negative implications on funding formulas, and leaves the families living at or near the poverty line with little resources to thrive. BCCD has made it a priority to coordinate and leverage resources where we can to serve as many families as possible.

Funding local infrastructure projects remain a priority as many of the county's cooperative cities face challenges with upgrading aging water and wastewater systems with small tax bases and high low-income populations. CDBG funds have been a critical resource to the smaller cities to ensure they correct system deficiencies to ensure safe drinking water and mitigate negative environmental impacts from inefficient wastewater treatment.

AP-38 PROJECT SUMMARY

Project Summary Information

1	**Project Name**	Brookside Village Drainage Improvements
	Target Area	Brookside Village
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: $191,500
	Description	The city of Brookside Village will improve drainage along Brookside Road between Mykawa Road and Garden Road by re-grading open ditches, and hydro vacuuming of old covered culverts on the north and south sides of the road.
	Target Date	12/31/26
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 855 persons, of which 51% are low/mod, will benefit.
	Location Description	Brookside Road between Mykawa and Garden Road
	Planned Activities	Improve drainage through re-grading ditches, and hydro vacuuming
2	**Project Name**	City of Clute Sanitary Sewer Improvements
	Target Area	Clute

	Goals Supported	Infrastructure Improvements
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: $220,000
	Description	City of Clute will install approximately 3700 linear feet of new 8" and 2500 linear feet of 10" sanitary sewer lines in the Bryan Subdivision along Old Angleton Road in Clute. This project is another phase of the 2022 Water project and will serve 79 households of which at least 51% qualify as low- and moderate-income.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 175 persons, of which 51% are low/mod, will benefit.
	Location Description	City of Clute will install approximately 3700 linear feet of new 8" and 2500 linear feet of 10" sanitary sewer lines in the Bryan Subdivision along Old Angleton Road in Clute.
	Planned Activities	Install approximately 3700 linear feet of new 8" and 2500 linear feet of 10" sanitary sewer lines
3	Project Name	City of Danbury Sanitary Sewer Improvements/ Generator
	Target Area	Danbury
	Goals Supported	Infrastructure Improvements

	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: $166,500
	Description	The City of Danbury will install an emergency generator back-up at Lift Station #7 to support sanitary sewer operations during a period of power outages.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1668 persons, of which 51% are low/mod, will benefit.
	Location Description	Danbury
	Planned Activities	Install an emergency generator back-up at Lift Station #7
4	Project Name	City of Sweeny Sanitary Sewer Improvemetns
	Target Area	Sweeny
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: $166,500
	Description	The City of Sweeny will rehabilitate and upgrade existing Lift Stations by replacing existing control panels and replace and/or adding additional grinder pumps at four (4) of lift station locations: Kent/Shady, Cedar & Pecan.

	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1905 people, of which 51% are low/mod, will benefit.
	Location Description	Four (4) of lift station locations: Kent/Shady, Cedar & Pecan.
	Planned Activities	Rehabilitate and upgrade existing Lift Stations by replacing existing control panels and replace and/or adding additional grinder pumps
5	Project Name	Surfside Beach Water Improvements
	Target Area	Surfside Beach
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: $123,000
	Description	Village of Surfside Beach will install 2300 linear feet of new water line along Seashell Road. Improvements will be made to a 2" waterline replacement with 6" c900 pipe. Project will serve fifty-five households/residents located in this section of the city.
	Target Date	12/31/2026

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 85 persons, of which 51% are low/mod, will benefit. (Surveys)
	Location Description	All work will occur along Seashell Road
	Planned Activities	Install 2300 linear feet of new water line along Seashell Road.
6	**Project Name**	Salvation Army Shelter Improvements/ Generator
	Target Area	Brazoria County Service Area/Freeport
	Goals Supported	Homeless Facilities (no operating costs)
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: $80,000
	Description	Salvation Army will install a back-up generator at the Freeport Emergency Shelter to support shelter during periods of power outages; and will complete required accessibility improvements to the shelter to complete with TDLR compliance including improvements to egress and bathroom improvements for wheelchair access in both the women and men bathroom facilities.
	Target Date	12/31/2025

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 205 persons, of which 51% are low/mod, will benefit. (Estimate-income surveys pending.)
	Location Description	Village of Jones Creek, TX
	Planned Activities	Installation of 5,400 linear feet of asphalt cover, and regrading 582 linear feet of ditches, and culvert replacements.
7	Project Name	ActionS Homebound Meals
	Target Area	Brazoria County Service Area
	Goals Supported	Senior Services
	Needs Addressed	Senior Services
	Funding	CDBG: $15,000
	Description	Provide funding to ActionS for the provision of home-delivered meals to homebound elderly.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 75 elderly persons will benefit.
	Location Description	1524 E. Mulberry, Suite 135, Angleton, Texas (serving entire County)

	Planned Activities	Provide home-delivered meals to 70 homebound elderly.
8	**Project Name**	ActionS Transportation
	Target Area	Brazoria County Service Area
	Goals Supported	Senior Services
	Needs Addressed	Senior Services
	Funding	CDBG: $20,000
	Description	Provide funding to ActionS for transportation services to seniors.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 80 seniors will benefit.
	Location Description	1524 E. Mulberry, Suite 135, Angleton, Texas (serving county-wide)
	Planned Activities	Provide funds to ActionS for transportation services to 65 seniors.
9	**Project Name**	Boys & Girls Club Prevention Program
	Target Area	Brazoria County Service Area
	Goals Supported	Youth & Children Services
	Needs Addressed	Youth and Children Services

	Funding	CDBG: $23,900
	Description	Boys & Girls Club will implement a comprehensive prevention program at various sites addressing positive outcomes in academic success, good character and citizenship, and healthy lifestyles among at-risk youth in Brazoria County.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 308 low/mod youths will benefit.
	Location Description	4005 Technology Drive, Suite 2130 (serving county-wide)
	Planned Activities	Provide funding to Boys & Girls Club for prevention programs for at-risk youths.
10	**Project Name**	Brazosport Cares Food Program
	Target Area	Sweeny Freeport
	Goals Supported	Food Insecurities
	Needs Addressed	Food Insecurities
	Funding	CDBG: $24,000
	Description	Brazosport Cares will pay employees in charge of their food and staple goods at their Food Pantry in Freeport and Sweeny to assist low/mod people in Brazoria County.

	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 350 low/mod persons will benefit.
	Location Description	916 N. Gulf Blvd, Freeport, Texas (serving Brazoria County).
	Planned Activities	Provide assistance to the Brazosport Cares Food Pantry (Freeport and Sweeny locations) to provide food and staple goods to approximately 200 low/mod people in Brazoria County.
14	Project Name	Counseling Connections for Change
	Target Area	Brazoria County Service Area
	Goals Supported	Services to Special Needs Populations
	Needs Addressed	Services for Special Needs Populations
	Funding	CDBG: $17,750
	Description	Provide counseling services for low/mod clients.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 25 low/mod people will benefit.

	Location Description	2549 Roy Road, Pearland, Texas (serving county-wide)
	Planned Activities	Provide counseling services for low/mod clients.
15	Project Name	Gathering Place Alzheimer Program
	Target Area	Brazoria County Service Area
	Goals Supported	Services to Special Needs Populations
	Needs Addressed	Services for Special Needs Populations
	Funding	CDBG: $14,700
	Description	The organization will use these funds to provide food for their gatherings which provide respite care, as well as motivational and therapeutic assistance to their clients.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 60 low/mod individuals will benefit.
	Location Description	200 E. Mulberry, Angleton, Texas (serving County-wide)
	Planned Activities	Provide supportive services to 60 Alzheimer's/Dementia patients.
16	Project Name	Junior Achievement

Target Area	West Columbia Alvin Angleton Brazoria Freeport Unincorporated County
Goals Supported	Youth & Children Services
Needs Addressed	Youth and Children Services
Funding	CDBG: $7,500
Description	The organization will provide a 5-to-8-week program to instill leadership qualities in the low/mod income youths throughout Brazoria County by providing training on basic money management, career investigation and benefits of staying in school.
Target Date	9/30/2026
Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 low/mod youths will benefit.
Location Description	225 Parking Way, Lake Jackson, Texas (serving Alvin, Angleton, Brazoria, Freeport, West Columbia & Wild Peach)
Planned Activities	Provide funding for leadership and personal development services to 300 low/mod youths.

17	Project Name	Dream Center
	Target Area	Brazoria County Service Area
	Goals Supported	Youth & Children Services
	Needs Addressed	Youth and Children Services
	Funding	CDBG: $20,000
	Description	The Dream Center will provide back to school supplies, personal care kits and food to assist low/mod youths in Brazoria County.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 low/mod youths will benefit.
	Location Description	796 Brazosport Blvd South, Clute, Texas (serving county-wide)
	Planned Activities	Provide back to school supplies, personal care kits and food to assist low/mod youths in Brazoria County.
18	Project Name	Refuge for Women
	Target Area	Brazoria County Service Area
	Goals Supported	Homeless and Domestic Violence Services
	Needs Addressed	Homeless and Domestic Violence Facilities

	Funding	CDBG: $20,000
	Description	Refuge for Women will use funds for shift leaders' salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	16 women will benefit.
	Location Description	117 Hwy 332 West, Suite 159, Lake Jackson, Texas 77566 (serving county-wide)
	Planned Activities	Funds for shift leader's salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.
19	**Project Name**	Salvation Army Subsistence Program
	Target Area	Brazoria County Service Area
	Goals Supported	Subsistence/TBRA Payments
	Needs Addressed	Subsistence/TBRA Programs
	Funding	CDBG: $14,400
	Description	The Salvation Army will provide emergency subsistence in the form of rent and utility assistance to low/mod residents of Brazoria County.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	20 families (40 individuals)
	Location Description	10 families (20 persons) will benefit.
	Planned Activities	Provide emergency rent or utility assistance to prevent homelessness for 10 families (20 persons) at risk of eviction or having utilities cut off.
20	**Project Name**	Gulf Coast CASA
	Target Area	Brazoria County Service Area
	Goals Supported	Youth & Children Services
	Needs Addressed	Services to Abused/Neglected Youth & Children
	Funding	CDBG: $18,500
	Description	Gulf Coast CASA will provide an advocate for children in the DFPS. Funding will be used for salaries to assist the program.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 75 children will benefit.
	Location Description	4005 Technology Drive, Suite 1020, Angleton, Texas (serving countywide)

	Planned Activities	Advocate for Brazoria County Children in the DFPS.
21	**Project Name**	Demand Disruption
	Target Area	Brazoria County Service Area
	Goals Supported	Youth & Children Services
	Needs Addressed	Youth and Children Services
	Funding	CDBG: $17,750
	Description	Crime Prevention Awareness
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 people will benefit
	Location Description	3435 Sheldon Drive, Pearland, Texas
	Planned Activities	Provide educational presentations on the prevention of crimes against children.
22	**Project Name**	CDBG Administration
	Target Area	Brazoria County Service Area
	Goals Supported	CDBG Administration/Planning
	Needs Addressed	CDBG Program Administration/Planning

	Funding	CDBG: $252,000
	Description	These funds will be used to pay for the administrative costs associated with the general management, oversight, and coordination of the CDBG Program, including any direct staff and consulting services
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	1524 E. Mulberry, Suite 162, Angleton, Texas.
	Planned Activities	Conduct program administration/management for CDBG program; prepare five-year Consolidated Plan.
23	**Project Name**	HOME Housing Rehabilitation/Reconstruction Program
	Target Area	Brazoria County Service Area
	Goals Supported	Housing Rehabilitation/Reconstruction
	Needs Addressed	Owner Housing Rehabilitation/Reconstruction
	Funding	HOME: $330,477.52
	Description	The County proposes to either rehabilitate or reconstruct 2 substandard housing units which are occupied by low/mod income homeowners.
	Target Date	12/31/2026

	Estimate the number and type of families that will benefit from the proposed activities	2 low/mod households will benefit.
	Location Description	Locations in Brazoria County to be determined. Services offered in Brazoria County Service Area (excludes Pearland, Liverpool, Quintana, and Hillcrest Village)
	Planned Activities	Assist 2 owner-occupied housing units with varying levels of rehabilitation or reconstruction.
24	**Project Name**	HOME CHDO Set-Aside
	Target Area	Brazoria County Service Area
	Goals Supported	New Affordable Units
	Needs Addressed	New Affordable Housing (including CHDO Set Aside)
	Funding	HOME: $66,096
	Description	Provide funding to CHDO for construction of 0 housing units. Total Units to be determined upon project selection.
	Target Date	12/31/2026

	Estimate the number and type of families that will benefit from the proposed activities	TBD; CHDO project pending selection
	Location Description	Location within Brazoria County to be determined.
	Planned Activities	Provide funding to CHDO for the construction of 0 housing units, as we do not currently have a qualified CHDO. (Project selection pending.)
25	**Project Name**	HOME General Administration
	Target Area	Brazoria County Service Area
	Goals Supported	HOME Program Administration
	Needs Addressed	HOME Program Administration
	Funding	HOME: $44,063
	Description	These funds will be used to pay for the administrative costs associated with the general management, oversight, and coordination of the PY 2025 HOME Program, including any direct staff and consulting services.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable

	Location Description	1524 E. Mulberry, Suite 162, Angleton, Texas.
	Planned Activities	Conduct program administration/management for PY 2024 HOME program.

AP-50 GEOGRAPHIC DISTRIBUTION - 91.420, 91.220(F)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Based on the requests by this year's funded cities and within the eligible locations, projects, and priority needs, the County will allocate $987,800.00, (approximately 65% of the PY 2025 CDBG funds) to projects in seven (7) participating Cities, and one public facility project (transitional sober living facility). The table below shows the amount allocated by city and the map (located in the attachments) shows the locations of those projects. Due to Brazoria County's Urban County service area and the Census Tracts/Block Groups being so spread out, very few projects cover the entire Census Tract and/or Block Group. Therefore, in many cases this requires income surveys to be done to determine service area qualifications. The projects listed in Table 6 show which projects are surveyed. The minority percentages of the surveyed areas are sourced from the 2023 Census data through the Houston-Galveston Area Council's (HGAC) interactive mapping tool based on the block group data. The County has allocated $226,594, or 15%, to public service agencies, which are located throughout the County. The balance of the PY 2025 CDBG allocation, $296,238, or 19.6%, is allocated to general administration. Overall, the total PY 2025 CDBG allocation,

excluding administration, is allocated 100% to low- to moderate income projects.

Geographic Distribution

Target Area	Amount	Percentage of Funds	Percentage of Minority	Low-mod Area
Brookside Village	$191,500	13.0%	57.1%	52.4%
Clute	$220,000	15.4%	72.0%	51.4%
Danbury*	$166,500	11.7%	25.0%	65.3%
Freeport	$60,000	4.2%	78.0%	76.5%
Surfside Beach*	$123,500	8.7%	18.0%	81.62%
Sweeny*	$180,500	12.7%	18.0%	68.8%
Brazoria County Service Area	$485,334	34.0%		
TOTAL	$1,427,334			

Table 54 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

N/A

Discussion

AFFORDABLE HOUSING

AP-55 AFFORDABLE HOUSING - 91.420, 91.220(G)

Introduction

Brazoria County will address the affordable housing needs through owner occupied rehab/reconstruction and subsistence assistance. The table below combines CDBG and HOME funded activities that address the affordable housing goals.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	12
Special-Needs	10
Total	22

Table 55 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	
Rehab of Existing Units	2
Acquisition of Existing Units	
Total	22

Table 56 - One Year Goals for Affordable Housing by Support Type

Discussion

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AP-60 PUBLIC HOUSING - 91.420, 91.220(H)

Introduction

The below section is not applicable as Brazoria County does not have public housing units. BCHA is a Housing Choice Voucher only program.

Actions planned during the next year to address the needs of public housing.

Not Applicable - BCHA does not own any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership. If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

Not Applicable - BCHA does not participate in the Family Self-Sufficiency Program.

Discussion

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AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES - 91.420, 91.220(I)

Introduction

Brazoria County will utilize CDBG funds to aid the unsheltered, precariously sheltered, and at-risk households who are facing homelessness. Through CDBG funds allocated to Salvation Army, rents and utilities will be paid for those at risk of eviction. It is anticipated that 20 individuals or 10 families will receive rental assistance through this funding. Even though the County did not receive ESG funding this fiscal year, the BCCD has received other grants in order to assist in this endeavor.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

As part of the Coordinated Entry requirement, homeless persons/families must be assessed by a trained assessor and given a VI-SPDAT score. This assessment will help Brazoria County assist the most vulnerable first. Once a score is obtained, the assessor will then refer them to an agency that has the appropriate service they would need. They may be referred to various other agencies that offer other services, such as food, food stamp applications, clothing, etc. Gulf Coast Center, the local mental health authority, has a street outreach caseworker that will also be assessing individuals on the street and referring them to the necessary agencies to assist them.

Addressing the emergency shelter and transitional housing needs of homeless persons:

Brazoria County will continue to address the needs of the emergency shelters in the County through participation in the Homeless Coalition and through funding when available. The County uses CDBG public service funding to

support Refuge for Women, a nonprofit focused providing safe shelter and services to women who have escaped human trafficking or exploitation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Unfortunately, there is a major housing shortage in Brazoria County as well as the market rents are still high. Many families resort to either doubled-up situations, in shelters, unsheltered, or at risk of homelessness due to their limited income and the cost burden of unsubsidized housing. Brazoria County encourages all families in need to meet with a financial counselor to assist with budgeting and their affordability of a unit, and how the family can sustain itself. Brazoria County coordinates with the homeless liaisons at the school districts and Youth and Family Counseling to assist homeless families in the transition to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

The County will provide Salvation Army $15,000 for subsistence payments for at-risk households. The County also works with Youth and Family Counseling, who works with the school district's homeless liaison, to coordinate and partner the housing component with the counseling services they provide.

Discussion

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AP-75 BARRIERS TO AFFORDABLE HOUSING - 91.420, 91.220(J)

Introduction

The analysis of the barriers to affordable housing cannot exclude an analysis of fair housing, as minorities and protected classes tend to have lower incomes. Brazoria County has reviewed and analyzed the Analysis of Impediments in regards to public policies in the major cities within the County (excluding Pearland) affecting the development, availability, and cost of affordable housing. The County's analysis is currently finding that there are few overt policies that are contributing to the concentration of racial/ethnic minorities and shortage of affordable housing.

Unincorporated areas do not have zoning, but the areas within the Extraterritorial Jurisdiction of various Cities may have land platting requirements. Of the 20 incorporated places participating in the HUD programs, 15 have zoning ordinances. Of those 15 cities, all of them allow multi-family units, 11 allow mobile homes, 14 allow manufactured homes, but only 7 allow the elderly to defer property taxes.

In the post-pandemic environment, incomes have remained unsteady while inflation has increased cost of living for all households. Partner that with a high rental market and the increase in sales prices of housing, many households are left with few affordable housing choices. They generally have little income to purchase the necessities, with little to none left over for repairs to their existing housing, or renting a nicer, newer unit. The ones who suffer the most are the elderly or disabled households, who live on a fixed income, are finding it harder to find an affordable housing unit.

Environmental issues pose barriers to affordable housing. With the proximity to the Gulf of Mexico, housing units with a mortgage in Brazoria County are required to carry windstorm insurance, and for those inside the 100-year floodplain, flood insurance. Flood maps have been updated and many homeowners have found they are now considered in some form of a flood zone. Insurance premiums have increased due to the rise in the number and cost of natural disasters nation-wide. More than 15,000 dwellings have been damaged or destroyed since 2017 Hurricane Harvey and other natural disasters, including the 2021 Texas Severe Winter Weather freeze.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Cities that defer property taxes for the elderly, or do not have property tax rates, assist in lowering the housing costs for homeowners. Most Cities' building codes or ordinances do not impede or limit the development or improvement of affordable housing in Brazoria County, but some cities do not allow group homes or defer taxes for the elderly or disabled. Within the last few years, Freeport passed an ordinance that requires a new home to be no less than 1,300 sq. feet. Brazoria County CD staff approached the City of Freeport to help modify this ordinance so that the families that live there can benefit from the HOME program. When building a home for an elderly, single homeowner, it is the CD Department's policy to build a 900 sq. foot home. This assists the homeowner to comply with the taxes and insurance requirement that is imposed on them, gives them a better living environment,

and allows for easier maintenance. Brazoria County CD Dept. was successful in assisting the Freeport City Council in authorizing a change in the ordinance to assist homeowners who qualify for Community Development Department's HUD funding, build a home based on our requirements. This not only benefits the homeowner, but helps increase the City's property values and improve the neighborhood by removing the dilapidated home.

Brazoria County cannot change Council Members views, but they can contact these cities and discuss any issues and their rational behind the policy, especially those with new council members or new requirements. Brazoria County has been successful in changing ordinances and will continue to advocate for the change in policy when it comes to the low-income household. Another strategy for reducing the barriers to affordable housing is to assist owners whose homes had damage from Hurricane Harvey and the winter freeze in applying for State funds to either repair or reconstruct their homes or get reimbursed for repairs made to prevent additional damage.

Discussion

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AP-85 OTHER ACTIONS - 91.420, 91.220(K)

Introduction

All of the actions conducted by the County to manage the three (3) HUD programs - CDBG, HOME and Section 8 HCV program - are aimed at reducing obstacles to meeting the housing, infrastructure, and supportive service needs of the communities within the County. The programs are

aimed at reducing barriers to affordable housing and supportive services; increasing household incomes; and improving coordination and institutional structure for their applicants.

Actions planned to address obstacles to meeting underserved needs.

By involving the Mayors and County Judge/County Commissioners in the planning process, the CD Department helps to identify and address local obstacles to meeting underserved needs. During meetings, members discuss issues in their city and ask what agencies or assistance these families may qualify for. This type of discussion during meetings facilitate discussions on various proposed projects and give other members ideas to address the issues of their particular city. The participating Cities are allocated funds on a 3-year cycle and the County Judge/County Commissioners are allocated funds every year for allocation to eligible projects in their precincts.

When requested, Letters of Consistency with the Consolidated Plan will be issued to entities supporting those activities that are addressed in the 2025-2029 Con Plan.

Actions planned to foster and maintain affordable housing.

The County and its participating Cities strive to improve infrastructure in low- to moderate-income neighborhoods where lower-cost housing is concentrated and rehabilitate existing owner-occupied housing. Affordable housing is hard to find in any area of Brazoria County, therefore, the CD Dept. supports new multi-family housing in any jurisdiction in Brazoria County. Additionally, using Prior Year HOME funds, the County will partner with a CHDO to develop new for-sale affordable housing for the first time in many years in the county.

Actions planned to reduce lead-based paint hazards.

All houses built prior to 1978 that qualify for rehabilitation are tested for lead-based paint. Any units with lead-based paint are remediated within federal regulations and guidelines. BCHA conducts annual HQS inspections that include lead-based paint visual assessments on all tenant occupied rental units. HCV participants with children under the age of 6 are not allowed to move into a unit where lead-based paint hazards are known and landlords are encouraged to have the hazards remediated. Information about lead-based paint hazards is given to all HCV participants, as well as all homeowner rehab clients.

Actions planned to reduce the number of poverty-level families.

All families in need, whether assisted with HUD funds or not, are strongly encouraged to attend a financial stability course to assist with budgeting and areas where save money to better provide for their families.

Actions planned to develop institutional structure.

Program administration funds for all programs will be used in part to provide additional training and technical assistance to the Community Development Department staff. The County staff will also provide technical assistance and training to Subrecipients and agencies considering applying for CDBG and HOME funds to develop their capacity and institutional structure. Efforts will be made throughout the year to enhance coordination and collaboration between Brazoria County and its Subrecipients as well as between Brazoria County and neighboring Entitlement/Participating Jurisdictions.

Actions planned to enhance coordination between public and private housing

and social service agencies.

Efforts will be made throughout the year to enhance coordination and collaboration between Brazoria County, United Way, and their Subrecipients, as well as between Brazoria County and neighboring Entitlement/Participating Jurisdictions. Brazoria County is part of the Coordinated Entry process, and United Way, with the assistance of the CD Dept., is coordinating efforts to link all social service agencies to assist families in obtaining services without the need to travel to various agencies applying for assistance.

Discussion

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PROGRAM SPECIFIC REQUIREMENTS

AP-90 Program Specific Requirements - 91.420, 91.220(l) (1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	
3. The amount of surplus funds from urban renewal settlements	
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	
5. The amount of income from float-funded activities	

Total Program Income:

Other CDBG Requirements

1. The amount of urgent need activities

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

100.00%

APPENDIX A

Action Plan Supplement - Fair Housing

Brazoria County completed its last Analysis of Impediments (AI) in 2020. An updated AI is planned and will be conducted when HUD provides updated guidance. The attached document reflects the Impediments that the 2020 AI found and the annual actions that are planned to address them this program year. PY 2025 Projects will address priority needs, minority concentrations, protected classes, persons with disabilities, homelessness, special needs, and/or non-housing needs as outlined in the 2025-2029 Consolidated Plan's Strategic Goals and Outcomes.

Location of data related to AI reporting and data collection:

Annual Goals and Objectives	Pages 210-214
Goal Descriptions	Pages 214-219
Priority Needs	Page 147-169
PY 2025 Projects Summary (including Census Tracts/Block Groups)	Page 224-242
Geographic Distribution (including low/mod and minority concentration)	Page 244
Affordable Housing	Page 243

Impediment		Action Steps to Alleviate the Impediment	PY 2025 Goals
Demographic			
#1	1. Areas of minority and low-income concentrations	1a. Though the County acknowledges the impediment, there is no remedy it can take to address the issue of rural enclaves of minority concentration that were created a century ago and are maintained by minorities by choice.	
		1b. County will continue to encourage apartments in areas of opportunity to accept HCV and EHV vouchers, as well as any other grant assisted help.	Brazoria County Housing Authority encourages all apartment properties and other rental property owners to participate in accepting housing vouchers, and working to remove barriers to housing affordability and access through regular contact and outreach.
		1c. County will continue to provide funding for public services that are accessible to low-income & minorities	CD will fund food pantries, and health service programs that target low- to moderate- income individuals and families
		1d. County will continue to provide subsistence payment to prevent homelessness	CD will fund one (1) CDBG subsistence payment programs, and seek other funding to assist low and moderate income households to remain stably housed.
Housing			
#2	2. Shortage of rental housing	2a. No remedy can be carried out by County to address the shortage of rental housing	CD will continue their support of new housing developments throughout the County. The County has identified one CHDO and has awarded funding to provide affordable for-sale housing in the county during PY 2024; the county will continue to seek CHDOs interested in the developing affordable rental housing.
		2b. The County will continue to seek out potential CHDOs to build affordable rental housing	
		2c. The County will continue to support viable Low Income Housing Tax Credit applications.	

Impediment		Action Steps to Alleviate the Impediment	PY 2025 Goals
#3	3. Shortage of rental subsidies	3a. County will continue to request additional HCVs	The CD Department will continue to work with BCHA in seeking all available housing opportunities to increase rental housing in the county or work with partners to do so. During this program year, the County will pursue Foster Youth to Independence (FYI) vouchers to serve youth who have aged out of foster care.
		3b. County has no control over level of ESG funds for Rapid Rehousing but will continue to provide assistance	The County will seek ESG funding and similar funding through the state to provde Rapid Rehousing and Homeless Prevention services in the County.
		3c. County will assist in the CoC applications for area funds to provide permanent supportive housing.	CD will participate in CoC meetings to join in the discussion of Balance of State funds, targeted projects, and the potential for Brazoria County non-profits to apply for Balance of State funds.
#4	4. Shortage of affordable owner-occupied housing	4a. County will rehabilitate or reconstruct units	CD proposes to assist at least two (2) families with the rehabilitation or reconstruction of their home.
		4b. County will contact potential CHDOs to encourage certification	The County has identified and awarded a CHDO with funding to develop affordable single family homeownership units in the county.
		4c. Habitat for Humanity will continue to purchase lots and build housing	No action will be taken this funding cycle.
		4d. County will continue to contact Habitat about housing being constructed	CD utilizes HfH for HOME match and will continue to support the construction of new affordable housing units.
		4e. County will continue to provide down-payment and closing cost assistance to first-time homebuyers	Downpayment assistance will be provided in partnership with the awarded CHDO.
		4f. County will continue to review the State-managed disaster recovery and mitigation projects to ensure homeowners and landlords are able to secure assistance	Disasters are unpredictable. When a natural disaster occurs, Brazoria County will coordinate with the General Land Office for funding opportunities and reach out to disaster recovery agencies to help spread the information regarding assistance and how to apply.

Impediment		Action Steps to Alleviate the Impediment	PY 2025 Goals
		4g. County will continue to review changing zoning ordinances and deed restrictions which create barriers to affordable housing	This is a continual process for the CD Dept.
#5	5. Possible predatory lending or denial of loans	5a. The County has no authority to regulate lender requirements.	
		5b. The County will encourage area providers of homebuyer and financial stability education to market their services	No action will be taken this funding cycle.
		5c. The County will require homebuyer and financial stability education to first-time homebuyers receiving assistance and encourage them to attend prior to selecting home	Homebuyers through the CHDO project will be required to take homeownership education classes.
		5d. The County will conduct an annual fair housing workshop for realtors and lenders linked to the first-time homebuyers program	No action is proposed be taken this funding cycle. The County does not provide county wide homeownership assistance thus no fair are planned, but the County will continue to support such services and opportunities for Brazoria County residents.
Environmental/Environmental Justice			
#6	6. Natural disasters such as storm surge, flooding, windstorm damage	6a. The County has no control over natural disasters	
		6b. The County will ensure any new homes built with CDBG and HOME funds will comply with flood and windstorm codes	All homes build with HUD funds are windstorm engineered and inspected, and if applicable, elevated 2' above BFE (Base Flood Elevation), according to Brazoria County Floodplain requirements.
		6c. All down-payment and closing cost recipients will be required to select homes that comply with flood and windstorm codes	Homes sold through the CHDO funded acitivity will require compliance with flood and windstorm codes.

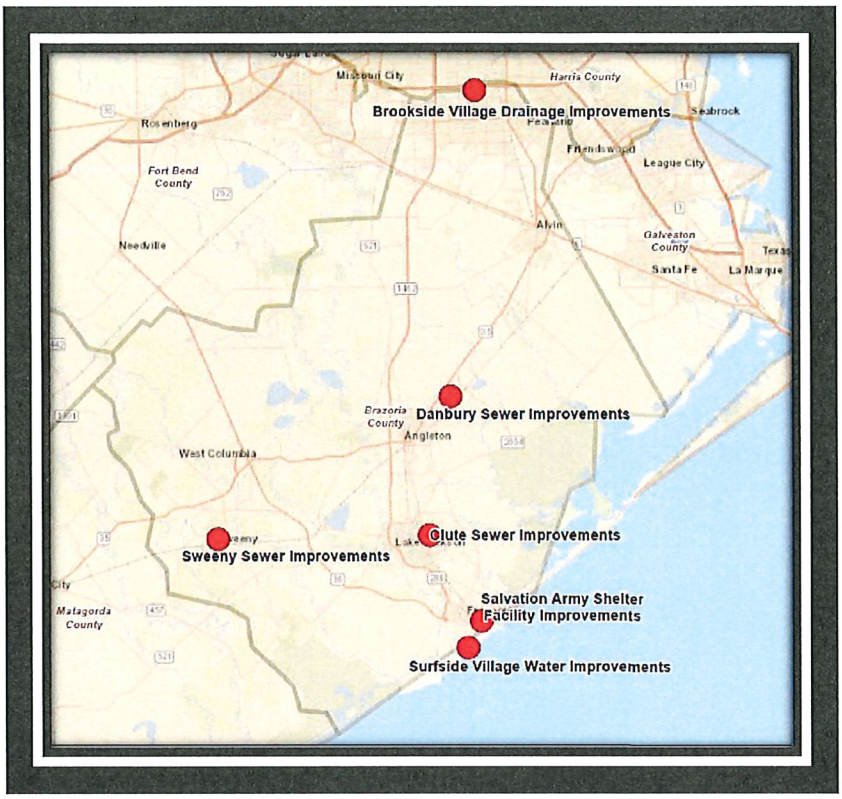
Impediment		Action Steps to Alleviate the Impediment	PY 2025 Goals
		6d. The County will fund drainage projects to prevent flooding	The County is funding one (1) drainage project in 2025 within a cooperation city location to mitigate and address flooding befor it occurs. Additionally, GLO CDBG-DR and CDBG-MIT funds, however will be used to fund several drainage projects in the upcoming year.
#7	7. Quality infrastructure is limited in some areas	7a. The County will provide CDBG funds to cities for improvements to sidewalks, streets, water lines, water towers, and/or sewer lines	CD will fund four (4) water/sewer projects this funding cycle.
#8	8. Parks and public facilities are insufficient or deteriorating	8a. The County will fund projects for the expansion or improvement of public parks and/or public facilities	No projects are planned in this area in the upcoming year.
#9	9. High number of brownfields and toxic substance locations in close proximity to areas of minority & low-income concentrations	9a. The County does not have funds to clean up the brownfields and toxic sites	
		9b. The County will review the location of housing assistance and will not allow assistance in areas of close proximity to toxic sites	The County will review all home rehabilitation projects for their proximity to toxic sites.
#10	10. Shortage of grocery stores, pharmacies, big box stores and dollar stores	10a. The County has no available remedy to address the lack of amenities in minority and low-income areas. However, the County will work with the Economic Development Alliance of Brazoria County to identify and implement incentives.	Many small cities and unicorporated areas now have Dollar General stores where they did not have any other comparible type of store. Dollar General stores now have most of the basic needs, including fruits and vegetables as well as frozen items. Harvest for the Hungry operates within the county providing residents with affordable and no-cost fresh vegetables and fruits through several Brazoria County pantries.

Impediment		Action Steps to Alleviate the Impediment	PY 2025 Goals
#11	11. Public transportation is very limited	11a. The County will discuss with Connect Transit the possibility to expand its service throughout the county.	The CD department will attend any outreach events with the Gulf Coast Transit District (formerly Connect Transti) and share any information related to expanded transit options in the county. Recently, transit services have been expanded and modified from fixed-route to demand response to address the transit needs of residents of the county.
#12	12. Limited LEP resources in schools	12a. The school districts are independent and the County has no authority or influence over their staffing and policies, however the County will entertain CDBG applications for unfunded LEP programs	No action to be taken.
#13	13. Hate crimes, bullying, crime in general	13a. The County will support efforts of its Sheriff Department and city and school district police departments to stem crime through distribution of flyers/posters	No action to be taken.
		13b. The County DA will monitor/investigate complaints filed against law enforcement	Ongoing. The CD Department will refer any known complaints in this area to the DA.
		13c. Law enforcement and the DA will investigate hate crimes, criminal discrimination and bullying	No action to be taken.
Legislative and Regulatory			
#14	14. Not all cities have adequate Fair Housing Ordinances	14a. The County will meet with cities without Fair Housing Ordinances to encourage the establishment	No action will be taken this funding cycle. Fair housing awareness is transmitted and made known to the cities through Fair Housing outreach and direct messages about actions the cities can take to uphold Fair Housing.
		14b. The County will devote time at CDAB meetings regarding Fair Housing Ordinances	The CD Department will also continue to ensure each participating city adopts a Fair Housing resolution every year.

Impediment		Action Steps to Alleviate the Impediment	PY 2025 Goals
#15	15. Not all cities allow group homes.	15a. The County will include a discussion on group homes in CDAB meetings.	No action will be taken this funding cycle. CDAB meetings have been suspended since the Pandemic. New means of community coordination will be identified in the County's upcoming Consolidated Planning process.
#16	16. Requirement among some cities of concrete driveways and carports	16a. The County will attempt to negotiate with cities about the requirements of driveways, concrete pads for carports and sidewalks when rehabilitating or reconstructing houses	CD dept. will continue to address the carport/driveway requirements with City officials.
		16b. The County will advise non-profit developers/builders of affordable housing on requesting waivers from driveway/carport requirements	Ongoing. The CD Deparment will meet with developers upon request as needed.
#17	17. Cities lack understanding about affirmatively furthering fair housing	17a. The County will devote CDAB meetings to discuss the requirements of affirmatively furthering fair housing	The CDAB has not been reinstated but the CD Department will work with participating cities through regular communication about housing opportunities and importance of affirmatively furthering fair housing.
		17b. The County will receive any complaints by advocacy groups and individuals regarding perceived violations to the Fair Housing Act.	CD Department will adderss any complaints as received.
		17c. A part of certifying that the County will affirmatively further fair housing, it will review and document its efforts and those of participating municipalities annually	CD will request that all participating Cities, as well as the County, promote affirmatively furthering fair housing and declare April as Fair Housing Month. The CD Department will conduct outreach activities by sharing fair housing information at community outreach events.

APPENDIX B

Narrative for the geographic distribution and the corresponding table below is discussed in AP-50.



Target Area	Amount	Percentage of Funds	Percentage of Minority	Low-mod Area
Brookside Village	$191,500	13.0%	57.1%	52.4%
Clute	$220,000	15.4%	72.0%	51.4%
Danbury*	$166,500	11.7%	25.0%	65.3%
Freeport	$60,000	4.2%	78.0%	76.5%
Surfside Beach*	$123,500	8.7%	18.0%	81.62%
Sweeny*	$180,500	12.7%	18.0%	68.8%
Brazoria County Service Area	$485,334	34.0%		
TOTAL	$1,427,334			

*Cities that conducted surveys

Brazoria County Community Development Department

2025-2029 CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN

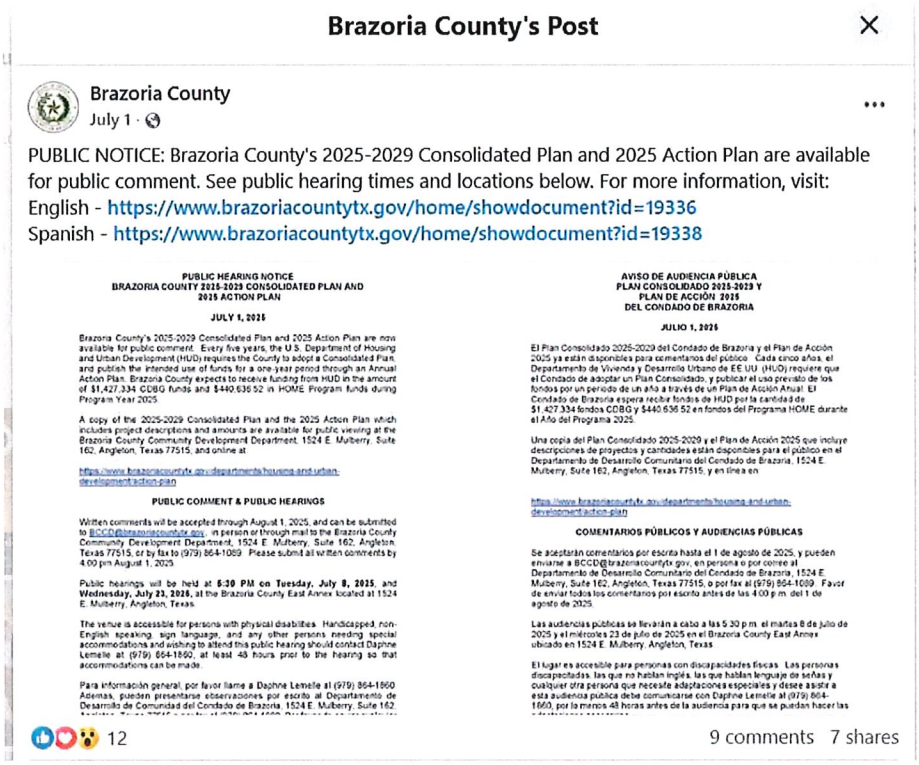
Summary of Citizen Participation, Public Hearings and Public Comments

1. **Public Notice Date**: July 1, 2025; Publication: *The Facts*; County Website: https://www.brazoriacountytx.gov/home/showpublisheddocument/19336/638869570416230000 ; https://www.brazoriacountytx.gov/home/showpublisheddocument/19338/638869570814400000 (Spanish)
   a. **Public Comment Period:** July 1, 2025- August 1, 2025
   b. **Public Hearings:** July 8, 2025, 5:30pm; July 23, 2025, 5:30 pm
   c. One comment received—see below.

7/1/2025-8/1/2025 – Facebook:

Publication of the Consolidated Plan on the County's website garnered a few responses (see below). The comments revealed a misunderstanding of source of funding with the primary commenter stating the goal of affordable housing would be taxing them out of their homes.

BCCD Response: Comments were reviewed, and no modifications were made to the Consolidated Plan or Action Plan based on these comments.



Brazoria County's Post

Brazoria County
July 1 ·

PUBLIC NOTICE: Brazoria County's 2025-2029 Consolidated Plan and 2025 Action Plan are available for public comment. See public hearing times and locations below. For more information, visit:
English - https://www.brazoriacountytx.gov/home/showdocument?id=19336
Spanish - https://www.brazoriacountytx.gov/home/showdocument?id=19338

PUBLIC HEARING NOTICE
BRAZORIA COUNTY 2025-2029 CONSOLIDATED PLAN AND 2025 ACTION PLAN

JULY 1, 2025

Brazoria County's 2025-2029 Consolidated Plan and 2025 Action Plan are now available for public comment. Every five years, the U.S. Department of Housing and Urban Development (HUD) requires the County to adopt a Consolidated Plan, and publish the intended use of funds for a one-year period through an Annual Action Plan. Brazoria County expects to receive funding from HUD in the amount of $1,427,334 CDBG funds and $440,636.52 in HOME Program funds during Program Year 2025.

A copy of the 2025-2029 Consolidated Plan and the 2025 Action Plan which includes project descriptions and amounts are available for public viewing at the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, and online at

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

PUBLIC COMMENT & PUBLIC HEARINGS

Written comments will be accepted through August 1, 2025, and can be submitted to BCCD@brazoriacountytx.gov , in person or through mail to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, or by fax to (979) 864-1089. Please submit all written comments by 4:00 pm August 1, 2025.

Public hearings will be held at **5:30 PM on Tuesday, July 8, 2025**, and **Wednesday, July 23, 2025**, at the Brazoria County East Annex located at 1524 E. Mulberry, Angleton, Texas.

The venue is accessible for persons with physical disabilities. Handicapped, non-English speaking, sign language, and any other persons needing special accommodations and wishing to attend this public hearing should contact Daphne Lemelle at (979) 864-1860, at least 48 hours prior to the hearing so that accommodations can be made.

Para información general, por favor llame a Daphne Lemelle al (979) 864-1860. Además, pueden presentarse observaciones por escrito al Departamento de Desarrollo de Comunidad del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, por fax al (979) 864-1089. Favor de enviar todos los comentarios por escrito antes de las 4:00 p.m. del 1 de agosto de 2025.

AVISO DE AUDIENCIA PÚBLICA
PLAN CONSOLIDADO 2025-2029 Y PLAN DE ACCIÓN 2025 DEL CONDADO DE BRAZORIA

JULIO 1, 2025

El Plan Consolidado 2025-2029 del Condado de Brazoria y el Plan de Acción 2025 ya están disponibles para comentarios del público. Cada cinco años, el Departamento de Vivienda y Desarrollo Urbano de EE.UU. (HUD) requiere que el Condado de adoptar un Plan Consolidado, y publicar el uso previsto de los fondos por un período de un año a través de un Plan de Acción Anual. El Condado de Brazoria espera recibir fondos de HUD por la cantidad de $1,427,334 fondos CDBG y $440,636.52 en fondos del Programa HOME durante el Año del Programa 2025.

Una copia del Plan Consolidado 2025-2029 y el Plan de Acción 2025 que incluye descripciones de proyectos y cantidades están disponibles para el público en el Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, y en línea en

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

COMENTARIOS PÚBLICOS Y AUDIENCIAS PÚBLICAS

Se aceptarán comentarios por escrito hasta el 1 de agosto de 2025, y pueden enviarse a BCCD@brazoriacountytx.gov, en persona o por correo al Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, o por fax al (979) 864-1089. Favor de enviar todos los comentarios por escrito antes de las 4:00 p.m. del 1 de agosto de 2025.

Las audiencias públicas se llevarán a cabo a las 5:30 p.m. el martes 8 de julio de 2025 y el miércoles 23 de julio de 2025 en el Brazoria County East Annex ubicado en 1524 E. Mulberry, Angleton, Texas.

El lugar es accesible para personas con discapacidades físicas. Las personas discapacitadas, las que no hablan inglés, las que hablan lenguaje de señas y cualquier otra persona que necesite adaptaciones especiales y desee asistir a esta audiencia pública debe comunicarse con Daphne Lemelle al (979) 864-1860, por lo menos 48 horas antes de la audiencia para que se puedan hacer las

12 9 comments 7 shares

Brazoria County Community Development Department

2025-2029 CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN

Summary of Community Engagement

In preparing the 2025-2029 Consolidated Plan and 2025 Action Plan, Brazoria County Community Development conducted a community needs survey, and conducted planning meetings and presentations with interested parties including participating Cooperative Cities and Non-profit agencies that serve the County. Below is a summary of the community engagement completed for development of the Consolidated Plan:

Community Needs Survey

The Consolidated Plan Community Needs Survey was conducted between January 13 and March 1, 2025. The survey was distributed throughout the community through our non-profit agencies, cooperative cities, affordable housing properties and posted to the Brazoria County Facebook page.

Planning Meetings

1. **Meeting Date:** December 4, 2024; Brazoria County Consolidated Plan Cities Meeting
2. **Meeting Date:** December 5, 2024; Brazoria County Consolidated Plan Service Agency Engagement Meeting
3. **Meeting Date:** July 16, 2025;
   Consolidated Plan presentation to interested parties representing cooperative cities and non-profit agencies was conducted as a preview of the next five-year strategic plan as well as to inform agencies that public comments were being accepted through August 1, 2025.

Attachments: Screenshots for Website postings (Community Needs Survey) Planning Meeting Notices, and Handouts

Brazoria County
January 13 at 6:30 PM ·

🚨PUBLIC NOTICE🚨

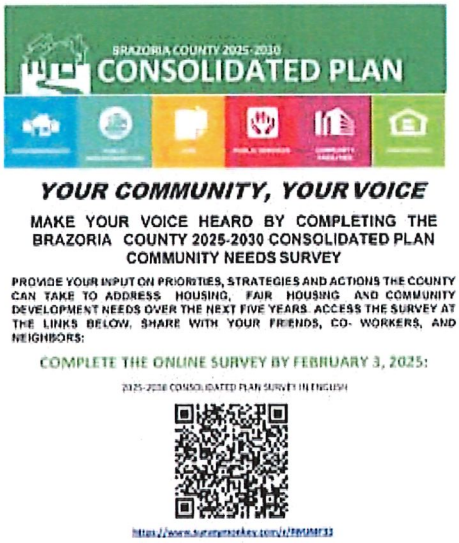
Brazoria County Community Needs Survey

Brazoria County is committed to improving our community with the support of annual funding from the U.S. Department of Housing and Urban Development. Every five years, we are required to develop a Consolidated Plan that guides our efforts in addressing a broad range of community development and housing needs.

As we prepare our 2025-2030 Consolidated Plan, it's vital that we hear from YOU. Your input helps us identify priority needs, devise strategies to meet those needs and tackle the impediments to fair housing.

👉 Make Your Voice Heard! Complete the Brazoria County 2025-2030 Consolidated Plan Community Needs Survey today.

http://www.surveymonkey.com/r/RMJMF33





7 4 comments 24 shares



YOUR COMMUNITY, YOUR VOICE

MAKE YOUR VOICE HEARD BY COMPLETING THE BRAZORIA COUNTY 2025-2030 CONSOLIDATED PLAN COMMUNITY NEEDS SURVEY

PROVIDE YOUR INPUT ON PRIORITIES, STRATEGIES AND ACTIONS THE COUNTY CAN TAKE TO ADDRESS HOUSING, FAIR HOUSING AND COMMUNITY DEVELOPMENT NEEDS OVER THE NEXT FIVE YEARS. ACCESS THE SURVEY AT THE LINKS BELOW. SHARE WITH YOUR FRIENDS, CO- WORKERS, AND NEIGHBORS:

COMPLETE THE ONLINE SURVEY BY FEBRUARY 3, 2025:

2025-2030 CONSOLIDATED PLAN SURVEY IN ENGLISH

https://www.surveymonkey.com/r/RMJMF33

All responses to the survey are anonymous and will not be shared or used for purposes other than creating the Consolidated Plan.

Brazoria County receives funding each year from the U.S. Department of Housing and Urban Development to address a wide range of community development and housing needs. Every 5 years, the County must develop a 5-Year Consolidated Plan to outline the priority needs and proposed strategies to address these needs, as well as identify the impediments to fair housing choice that exist and the activities to alleviate as many of the impediments as possible.

If you would like a paper copy or need assistance in completing the online survey please call 979-864-1937.



SU COMUNIDAD, SU VOZ

HAGA OÍR SU VOZ COMPLETANDO LA ENCUESTA SOBRE LAS NECESIDADES DE LA COMUNIDAD DEL PLAN CONSOLIDADO 2025-2030 DEL CONDADO DE BRAZORIA

PROPORCIONE SU OPINIÓN SOBRE LAS PRIORIDADES, ESTRATEGIAS Y ACCIONES QUE EL CONDADO PUEDE TOMAR PARA ABORDAR LAS NECESIDADES DE VIVIENDA, VIVIENDA JUSTA Y DESARROLLO COMUNITARIO EN LOS PRÓXIMOS CINCO AÑOS. ACCEDA A LA ENCUESTA EN LOS ENLACES A CONTINUACIÓN. COMPARTA CON SUS AMIGOS, COMPAÑEROS DE TRABAJO Y VECINOS:

COMPLETE LA ENCUESTA EN LÍNEA ANTES DEL 3 DE FEBRERO DE 2025:

ENCUESTA SOBRE EL PLAN CONSOLIDADO 2025-2030 EN INGLÉS Y ESPAÑOL

https://www.surveymonkey.com/r/KD6WYGV

Todas las respuestas a la encuesta son anónimas y no se compartirán ni utilizarán para fines distintos de la elaboración del Plan de Consolidación.

Condado de Brazoria recibe fondos cada año de los EE.UU. Departamento de Vivienda y Desarrollo Urbano para hacer frente a una amplia gama de desarrollo de la comunidad y las necesidades de vivienda. Cada 5 años, el Condado debe desarrollar un Plan Consolidado de 5 años para delinear las necesidades prioritarias y las estrategias propuestas para hacer frente a estas necesidades, así como identificar los impedimentos para la elección de vivienda justa que existen y las actividades para aliviar la mayor cantidad de los impedimentos como sea posible.

Si desea una copia en papel o necesita ayuda para completar la encuesta en línea por favor llame al 979-864-1937.

Brazoria County Community Development Department invites you to our upcoming Participating Cities Meeting in preparation for the

BRAZORIA COUNTY CONSOLIDATED PLAN 2025-2029

WHAT:

Brazoria County Consolidated Plan Cities Meeting

WHEN:

Wednesday, December 4, 2024,

1:30- 3:30 PM

WHERE: Brazoria County Administration Building/Courthouse, 237 East Locust Street, 2nd Floor Jury Room

REGISTER: send email to BCCD@brazoriacountytx.gov

Brazoria County is required to complete its comprehensive planning process, known as the Consolidated Plan, to identify the community needs and prepare goals and objectives for use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the next five-year period (2025- 2029). The goals and objectives established in the Consolidated Plan determine how funds will be spent. As critical partners in the County's use of CDBG funds for infrastructure projects, our participating or cooperative cities play an important role in creating the Consolidated Plan. Likewise, input from residents on how funds should be spent are critical as well.

In this Brazoria Cities meeting we need your input on:

- What are your cities unmet needs with regards to infrastructure, services, and housing?
- What is the best use of CDBG funds in your cities?
- Has your city been able to utilize the funds to meet critical needs?
- Should the CDBG award process change? If so, how?
- Is your City interested in serving on a Community Development advisory board?

Brazoria County Community Development Department
1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area	Brazosport Area	Houston Area	Fax Number
(979) 864-1427	(979) 388-1427	(281) 756-1427	(979) 864-1827

Brazoria County Community Development Department invites you to join a Planning Meeting in preparation for the

BRAZORIA COUNTY CONSOLIDATED PLAN 2025-2029

WHAT:

Brazoria County Consolidated Plan Service Agency Engagement Meeting

WHEN:

Thursday, December 5, 2024,

9AM- 11 AM

WHERE: United Way of Brazoria County, 4005 Technology Drive, Angleton, TX 77515

REGISTER: send email to BCCD@brazoriacountytx.gov

Brazoria County is required to complete its comprehensive planning process, known as the Consolidated Plan, to identify the community needs and prepare goals and objectives for use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the next five-year period (2025- 2029). The goals and objectives established in the Consolidated Plan determine how funds will be spent. In serving Brazoria County families and communities, your agency plays an important role in creating the Consolidated Plan. Likewise, input from county residents on how funds should be spent are critical as well.

In this Agency meeting we need your input on:

- What unmet needs exist in Brazoria County with regards to services, housing and infrastructure?
- What is the best use of CDBG funds in the County?
- How should funds be used to meet critical needs?
- Is your Agency interested in serving on a Community Development advisory board?
- Is your agency willing to participate and share the community wide survey to obtain input from all Brazoria County residents and stakeholders?

Brazoria County Community Development Department
1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area (979) 864-1427
Brazosport Area (979) 388-1427
Houston Area (281) 756-1427
Fax Number (979) 864-1827

BRAZORIA COUNTY COMMUNITY DEVELOPMENT 2025-2029 CONSOLIDATED PLAN / FUNDING AT A GLANCE

WHAT IS THE CONSOLIDATED PLAN AND ANNUAL ACTION PLAN?

Each year, the County's Community Development Program receives approximately $1.8 million in federal funding from the U.S. Department of Housing and Urban Development (HUD). This funding is intended to provide increased affordable housing opportunities, support access to public services and expand community infrastructure to create thriving communities. As required by HUD to receive this funding, the County is responsible for developing a Consolidated Plan every 5 years and an Annual Action Plan for each year of funding.

The Consolidated Plan is a comprehensive planning document that includes an assessment of community needs, housing market analysis, strategic plan and other related requirements to address the housing and community development needs of the county. The Consolidated Plan sets forth the five-year strategic goals and objectives the county plans to achieve through the administration of its community development funding. This funding is comprised of the Community Development Block Grant (CDBG) program and HOME Investment Partnerships (HOME) program. In addition to the Consolidated Plan, the County also develops and submits its one-year action plan for use of CDBG and HOME funds identifying the specific projects it plans to fund for a one-year action period; for Brazoria County the one-year action period follows the County's fiscal year, October 1- September 30.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

MISSION: to promote the development of viable urban communities by providing decent housing, a suitable living environment; and expanded economic opportunities, principally for persons of low and moderate incomes.

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

MISSION: to help create affordable homes and sustainable communities.

Brazoria County HUD funding, 2021-2025

	CDBG	HOME	ESG
2021	$1,716,085	$517,255	$154,660
2022	$1,628,685	$578,511	$0
2023	$1,540,292	$559,969	$0
2024	$1,510,632	$444,762.54	$0
2025	$1,427,334	$440,636.52	$0

SERVICE AREA- 19 PARTICIPATING CITIES & UNINCORPORATED BRAZORIA COUNTY (excluding Pearland, Iowa Colony, Hillcrest Village, Quintana and Liverpool)

FUNDING PROCESS

CDBG funds are made available on a rotating basis to participating cities, and through an application process with non-profit agencies. Cities that submit eligible projects will be awarded CDBG funds every third year. Remaining CDBG funds are awarded through a discretionary fund process with each Commissioners Court member. Discretionary funds are those CDBG funds awarded for public services and remaining CDBG funds not awarded through the rotating funding process with the cities.

Each year the funding process follows this general timeline:

March	Funding Letter and Applications made available
April	Applications and Income Surveys due
May	Applications reviewed for eligibility
June	Funding finalized for publication in the Action Plan
July	Public hearing held for community input
August	Action Plan with funding awards submitted to HUD

Cooperative City Funding Level Criteria (eff. 2025-2029)

Size	Population Range	Amount*
Large City	>10,000	$220,000
Medium City	1,100- 9,999	$166,500
Small City	<1,100	$123,500

*Amount are subject to change based on annual County funding availability.

ADVISORY GROUP

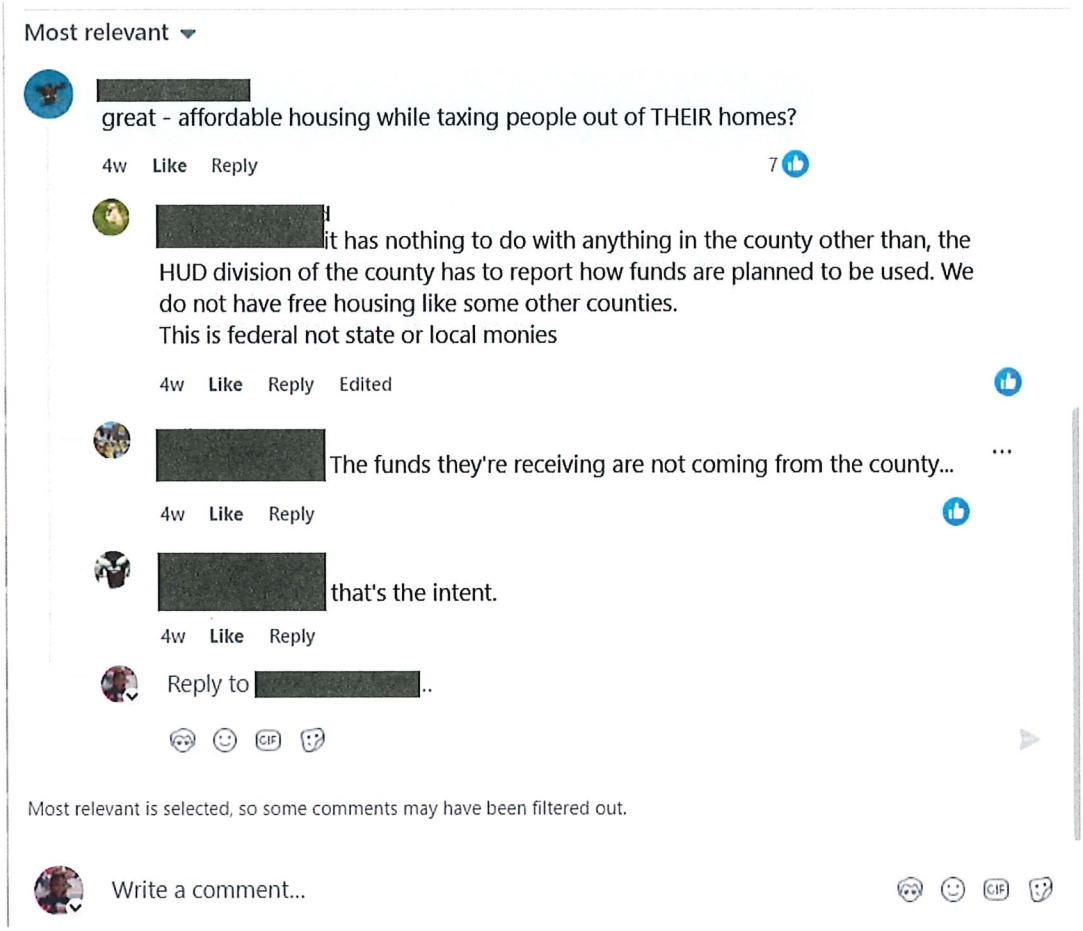
As early as 2002, Brazoria County Community Development hosted a Community Development Advisory Board consisting of members from participating cities that advised on the use of funds, continuous review of the Consolidated Plan Strategic objectives once adopted, as well as to leverage knowledge community wide in how we maximize our resources to meet community needs. This Board was suspended in 2020 due to the pandemic. BCCD will resume this advisory group in 2025 starting with the Consolidated Plan public hearing in July 2025. Anyone interested in joining in and participating in this advisory group may send email to BCCD@brazoriacountytx.gov with their contact information and subject line: CD Advisory Group.

CITIZEN PARTICIPATION AND PUBLIC COMMENT PERIOD

The success of any plan is the results that are achieved in the end. Your input is key to making the County's Consolidated Plan a success and tailored to the needs of your cities, communities, and Brazoria County's residents. The public comment period for the plan opens on July 1, 2025 for a 30-day period. Please review the 2025-2029 Consolidated Plan and send your comments to BCCD@brazoriacountytx.gov by August 1, 2025.

CONTACT INFORMATION:

BRAZORIA COUNTY COMMUNITY DEVELOPMENT, 1524 E. MULBERRY, SUITE 162, ANGLETON, TX 77515, 979-864-1860, https://www.brazoriacountytx.gov/departments/housing-and-urban-development



Attachments: Affidavit of Publication

The Facts

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Broward, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:
- Jul 1, 2025

Notice ID: MZkuhrJwu0koDKVBlpe8
Notice Name: 2025 Action Plan Notice

Publication Fee: $379.00

Edmar Corachia

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH259383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 07/03/2025

S Smith

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC HEARING NOTICE
BRAZORIA COUNTY 2025-2029
CONSOLIDATED PLAN AND
2025 ACTION PLAN

Brazoria County's 2025-2029 Consolidated Plan and 2025 Action Plan are now available for public comment. Every five years, the U.S. Department of Housing and Urban Development (HUD) requires the County to adopt a Consolidated Plan, and publish the intended use of funds for a one-year period through an Annual Action Plan. Brazoria County expects to receive funding from HUD in the amount of $1,427,334 CDBG funds and $440,636.52 in HOME Program funds during Program Year 2025.

A copy of the 2025-2029 Consolidated Plan and the 2025 Action Plan which includes project descriptions and amounts are available for public viewing at the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515; and online at:
https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

PUBLIC COMMENT & PUBLIC HEARINGS

Written comments will be accepted through August 1, 2025, and can be submitted to BCCD@brazoriacountytx.gov, in person or through mail to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, or by fax to (979) 864-1089. Please submit all written comments by 4:00 pm August 1, 2025.

Public hearings will be held at 5:30 PM on Tuesday, July 8, 2025, and Wednesday, July 23, 2025, at the Brazoria County East Annex located at 1524 E. Mulberry, Angleton, Texas.

The venue is accessible for persons with physical disabilities. Handicapped, non-English speaking, sign language, and any other persons needing special accommodations and wishing to attend this public hearing should contact Daphne Lemelle at (979) 864-1860, at least 48 hours prior to the hearing so that accommodations can be made.

Para información general, por favor llame a Daphne Lemelle al (979) 864-1860. Ademas, pueden presentarse observaciones por escrito al Departamento de Desarrollo de Comunidad del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515 o por fax al (979) 864-1089. Por favor de enviar cualquier comentario antes de las 4:00 p.m. del 1 de agosto de 2025.

Published: July 1, 2025

The Facts

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:
- Jul 2, 2025

Notice ID: clM69JriEMWLkyWLJ2Ap
Notice Name: Action Plan Notice Spanish

Publication Fee: $452.08

Anjana Bhadoriya

Agent

VERIFICATION

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Signed or attested before me on this: 07/07/2025

Notary Public

Notarized remotely online using communication technology via Proof.

AVISO DE AUDIENCIA PÚBLICA
PLAN CONSOLIDADO 2025-2029 Y
PLAN DE ACCIÓN 2025
DEL CONDADO DE BRAZORIA

El Plan Consolidado 2025-2029 del Condado de Brazoria y el Plan de Acción 2025 ya están disponibles para comentarios del público. Cada cinco años, el Departamento de Vivienda y Desarrollo Urbano de EE.UU. (HUD) requiere que el Condado de adoptar un Plan Consolidado, y publicar el uso previsto de los fondos por un período de un año a través de un Plan de Acción Anual. El Condado de Brazoria espera recibir fondos de HUD por la cantidad de $1,427,334 fondos CDBG y $440,636.52 en fondos del Programa HOME durante el Año del Programa 2025.

Una copia del Plan Consolidado 2025-2029 y el Plan de Acción 2025 que incluye descripciones de proyectos y cantidades están disponibles para el público en el Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515; y en línea en:

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

COMENTARIOS PÚBLICOS Y AUDIENCIAS PÚBLICAS

Se aceptarán comentarios por escrito hasta el 1 de agosto de 2025, y pueden enviarse a BCCD@brazoriacountytx.gov, en persona o por correo al Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, o por fax al (979) 864-1089. Favor de enviar todos los comentarios por escrito antes de las 4:00 p.m. del 1 de agosto de 2025.

Las audiencias públicas se llevarán a cabo a las 5:30 p.m. el martes 8 de julio de 2025 y el miércoles 23 de julio de 2025 en el Brazoria County East Annex ubicado en 1524 E. Mulberry, Angleton, Texas.

El lugar es accesible para personas con discapacidades físicas. Las personas discapacitadas, las que no hablan inglés, las que hablan lenguaje de señas y cualquier otra persona que necesite adaptaciones especiales y desee asistir a esta audiencia pública debe comunicarse con Daphne Lemelle al (979) 864-1860, por lo menos 48 horas antes de la audiencia para que se puedan hacer las adaptaciones necesarias.

For general information, please call Daphne Lemelle at (979) 864-1860. In addition, written comments may be submitted to Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515 or faxed to (979) 864-1089. Please submit any comments by 4:00 p.m. on August 1, 2025.

Publicado: 1 de julio de 2025

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

2. If any funds other than Federal appropriated funds have 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Brazoria County Judge

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Brazoria County Judge

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

Brazoria County Judge

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

Brazoria County Judge

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

L.M. "Matt" Sebesta, Jr.

*Title: County Judge

*Applicant/Recipient Organization:

Brazoria County, TX

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

L.M. "Matt" Sebesta, Jr.

*Title: County Judge

*Applicant/Recipient Organization:

Brazoria County, TX

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

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6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

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8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

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* Date: (mm/dd/yyyy):

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OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Brazoria County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000044

* c. UEI: N1GLHP8EWHD9

d. Address:

* Street1: 1524 E. Mulberry, Suite 162
Street2:
* City: Angleton
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77515-3913

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Daphne

Middle Name:

* Last Name: Lemelle

Suffix:

Title: Director, Community Development Department

Organizational Affiliation:

* Telephone Number: 979-864-1860

Fax Number:

* Email: daphnel@brazoriacountytx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

M-24-UC-48-0230

* Title:

HOME Investment Partnership Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Homeowner Housing Rehabilitation/Reconstruction and General Administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14; 22 | * b. Program/Project: 14; 22

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 | * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	440,636.52
* b. Applicant	
* c. State	
* d. Local	110,159.13
* e. Other	
* f. Program Income	0.00
* g. TOTAL	550,795.65

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	L.M. "Matt"
Middle Name:	
* Last Name:	Sebesta
Suffix:	Jr.
* Title:	Brazoria County Judge
* Telephone Number:	979-864-1200
Fax Number:	
* Email:	matts@brazoriacountytx.gov
* Signature of Authorized Representative:	
* Date Signed:	08/12/2025

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Brazoria County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 76-000044

* c. UEI: N1GLHP8EWHD9

d. Address:

* Street1: 1524 E. Mulberry, Suite 162
Street2:
* City: Angleton
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77515-3913

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Daphne
Middle Name:
* Last Name: Lemelle
Suffix:

Title: Director, Community Development Department

Organizational Affiliation:

* Telephone Number: 979-864-1860
Fax Number:

* Email: daphnel@brazoriacountytx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

B-24-UC-48-0005

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Public Facilities, Infrastructure, Public Services and General Administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14;22 * b. Program/Project: 14;22

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

18. Estimated Funding ($):

* a. Federal	1,427,334.00
* b. Applicant	
* c. State	
* d. Local	0.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,427,334.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	L.M. "Matt"
Middle Name:	
* Last Name:	Sebesta
Suffix:	Jr.
* Title:	Brazoria County Judge
* Telephone Number:	979-864-1200
Fax Number:	
* Email:	matts@brazoriacountytx.gov
* Signature of Authorized Representative:	
* Date Signed:	08/12/2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **8/12/2025**

Exception to Subdivision Platting for CR 36, LLC (Precinct 4)

1) The Court finds that:

a.) CR 36, LLC has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is ALL that certain 26.663 Acres of land being that same called 25 acres conveyed to Sarah Stevens in Volume 71, Page 101 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tract 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021-070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas, and conveyed to CR 36, LLC. in County Clerk's File No. 2024-026107; and

c.) The 26.663 acre tract is to be divided into 2 tracts along County Road 36: Tract 1 with 3.00 acres and approximately 170 feet of frontage along CR 36, Tract 2 with 23.669 acres and approximately 551.74 feet of frontage along CR 36, and

d.) The Brazoria County Environmental Health Department has provided a letter dated January 14, 2025 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is within County Drainage. Brazoria County Engineering has provided a letter dated February 18, 2025 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by CR 36, LLC. is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of CR 36, LLC. tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED
DEC 03 2024
Engineering Dept.

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Doyle McConathy **Phone:** 979-848-7523

Name: _____

Owner Signature: Doyle McConathy **Date:** _____

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 19706 FM 521 Rosharon TX 77583

E-mail Address: Keatonmcconathy@yahoo.com

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____. (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 26.669

Site Address or Legal Location, Abstract, CR #: Tract 22 of the Subdivision Stephens Richardson Abstract # 122 CR 36

Property ID#: 159504

Tax Account #: _____

Number of Structures: 0 *Mobile Homes:* 0 *Other homes:* 0

Business or other structure with restrooms: 0

Private Water Well check: ☐ ***YES*** *or* ☒ ***NO***

Public Water System MUD or Provider: N/A

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – _____

_____

Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

Application Submissions will receive a response within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot name *must* be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot names must be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract
- ☐ Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- ☐ Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - ➔ Completed on Pg. 2
- ☐ One copy of the official recorded deed of *current* landowner
- ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- ☐ Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- ☐ Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA § KNOW ALL MEN BY THESE PRESENTS:

That DOMEHAWK FREEMAN, LLC, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee named below, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the total sum of NINE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($928,655.00), paid to Grantor herein by THE FIRST STATE BANK, at the instance and request of the Grantee herein, the receipt of which is hereby acknowledged, as evidence of which said Grantee executed and delivered its one certain promissory note, of even date herewith, in the principal sum of NINE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($928,655.00), payable to the order of THE FIRST STATE BANK, at its office located at 208 E. 2nd Street, Sweeny, Texas 77480, bearing interest as therein specified, payable as therein specified, the payment of which note is secured, in part, by a Vendor's Lien herein retained, and is additionally secured by a Deed of Trust, Security Agreement - Financing Statement of even date herewith to KINNAN J. STOCKTON, Trustee, have GRANTED, SOLD, and CONVEYED, and by these presents do hereby GRANT, SELL, and CONVEY to CR 36, LLC, whose present mailing address is 19706 Fm 521, Rosharon, Texas 77583, ("Grantee"), subject to the reservations hereinafter made, all of the following described real estate, together with all improvements situated thereon (the "Property") lying and being situated in Brazoria County, Texas, more particularly described as follows:

TRACT 1:

Parcel A:
ALL THAT CERTAIN 28.540 ACRES of land out of a called 56.25 acre tract conveyed to J. H. Craig in Volume 209, Page 56 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tracts 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen

FILED BY
ALAMO TITLE COMPANY
ATCH 2413611 8

Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part herein for all purposes.

Parcel B:
ALL THAT CERTAIN 26.663 ACRES of land being that same called 25 acres conveyed to Sarah Stevens in Volume 71, Page 101 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tract 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part herein for all purposes.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to the following matters to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the public records of Brazoria County, Texas; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED PROPERTY, together with all and singular the rights and appurtenances thereto in anywise belonging in any way to the Property, and any right, title, and interest of Grantors in and to adjacent streets, alleys, and rights-of-way, unto the said Grantee, its legal representatives, successors and assigns, and Grantors do hereby bind themselves, their heirs, legal representatives, successors, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, successors and assigns, against every person lawfully claiming or to claim all or any part of the Property, by and through Grantor, but not otherwise.

It is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, are retained against the above described Property, premises and improvements thereon, in favor of THE FIRST STATE BANK, until the Note and all interest due thereon are fully paid according to the Note's face, tenor, effect, and reading thereof, when this deed shall become absolute.

The Vendor's Lien, together with the Superior Title to said Property, are retained herein for the benefit of THE FIRST STATE BANK, having advanced, at the instance and request of the Grantee herein, and paid in cash to the Grantors herein that portion of the purchase price of the herein described property, as is evidenced, in part, by the herein described Note, and the same are

hereby TRANSFERRED and ASSIGNED to said THE FIRST STATE BANK.

Current ad valorem taxes, standby fees and/or assessments by any taxing authority on said Property having been prorated to the date of closing, the payment thereof is assumed by Grantee.

EXECUTED, this the 13 day of June, 2024.

DOMEHAWK FREEMAN, LLC

Signature: Craig Freeman

Print Name: *Craig Freeman*

Title: *Manager*

Signature: _____

Print Name: *Sally Freeman*

Title: *Co-Manager*

THE STATE OF Co §

COUNTY OF Douglas §

Before me, the undersigned Notary Public, on this day personally appeared Craig Freeman the Manager of DOMEHAWK FREEMAN, LLC, known to me [or proved to me on the oath of _____ or through TX DL (description of identity card or other document)], to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed said instrument in the capacity stated, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of June, 2024.

(SEAL)

Notary Public, for the State of Co

NADIM S. KHAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022074
MY COMMISSION EXPIRES JUNE 24, 2024

hereby TRANSFERRED and ASSIGNED to said THE FIRST STATE BANK.

Current ad valorem taxes, standby fees and/or assessments by any taxing authority on said Property having been prorated to the date of closing, the payment thereof is assumed by Grantee.

EXECUTED, this the 13 day of June, 2024.

DOMEHAWK FREEMAN, LLC

Signature: _____

Print Name: *Craig Freeman*

Title: *Manager*

Signature: Sally Gay Freeman

Print Name: *Sally Freeman*

Title: *Co-Manager*

THE STATE OF IDAHO §

COUNTY OF ADA §

Before me, the undersigned Notary Public, on this day personally appeared SALLY FREEMAN, the CO-MANAGER of DOMEHAWK FREEMAN, LLC, known to me [or proved to me on the oath of _____ or through _____ (description of identity card or other document)], to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed said instrument in the capacity stated, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13TH day of JUNE, 2024.

(SEAL)

PARLEY BINGHAM Comm No. 20191754 NOTARY PUBLIC Expires 06/05/2025 STATE OF IDAHO

_____
Notary Public, for the State of IDAHO

EXHIBIT "A"
Page 1 of 3

Tract 1:

Parcel A:

ALL THAT CERTAIN 28.540 ACRES of land out of a called 56.25 acre tract conveyed to J. H. Craig in Volume 209, Page 56 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tracts 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83, in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths (SF=0.999870979) as follows:

BEGINNING at a found 3/4" iron pipe in the north line of the Stephen Richardson Survey, Abstract 122, marking the northeast comer of the aforementioned Craig 56.25 acre tract, same being the northwest corner of a called 53.07 acre tract conveyed to Thomas and Michelle Perthuis in County Clerk's file 2020077313 of the Brazoria County Official Records, same being the south line of a called 99.9986 acre tract conveyed to Louise Jean Izard in County Clerk's file 2020022009 of the Brazoria County Official Records;

THENCE South 3°23'48" East, coincident with the west line of the said Perthuis called 53.07 acre tract, at a distance of 33.50 feet pass a found concrete monument, at a distance of 899.68 feet pass a found concrete monument marking the southwest corner of the Perthuis 53.07 acre tract, same being the northwest corner of a called 10.130 acre tract conveyed to Serenity Light Recovery Holdings in County Clerk's file 2016056546 of the Brazoria County Official Records, and continue to a total distance of 1737.66 feet to a found 2" iron pipe for corner in the north right-of-way line of County Road 36;

THENCE North 88°05'50" West, coincident with the north right-of-way line of County Road 36, a 60 feet wide right-of-way, described in Volume 863, Page 934 of the Brazoria County Deed Records, a distance of 732.79 feet to a set 5/8" iron rod for corner in the east line of a called 25.000-acre tract conveyed to Lam Vien Cam and Kevin Spring in County Clerk's file 2019040547 of the Brazoria County Official Records;

THENCE North 3°23'48" West, coincident with the east of the said Cam / Spring 25.000-acre tract, at a distance of 1657.93 feet pass a found %" iron pipe and continue to a total distance of 1699.99 feet to a point for comer in the south line of the aforementioned Izard 99.9988-acre tract, same being in the north line of the Stephen Richardson Survey;

THENCE North 86°36'12" East, coincident with the south line of the said Izard 99.9988-acre tract, same being in the north line of the Stephen Richardson Survey, a distance of 729.65 feet to the POINT OF BEGINNING, containing 28.540 acres of land, more or less;

Parcel B:

ALL THAT CERTAIN 26.663 ACRES of land being that same called 25 acres conveyed to Sarah Stevens in Volume 71, Page 101 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tract 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83, in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths (SF=0.999863726) as follows:

COMMENCING at a found 3/4" iron pipe in the north line of the Stephen Richardson Survey,. Abstract 122, marking the northeast corner of the J. H. Craig 56.25 acre tract, recorded in Volume 209, Page 6 of the Brazoria County Deed Records, same being the northwest comer of a called 53.07 acre tract conveyed to Thomas and Michelle Perthuis in County Clerk's file 2020077313 of the Brazoria County Official Records, same being the south line of a called 99.9986 acre tract conveyed to Louise Jean Izard in County Clerk's file 2020022009 of the Brazoria County Official Records;

THENCE South 86°36'12" West, coincident with the south line of the said Izard 99.9988-acre tract, same being in the north line of the Stephen Richardson Survey, same being the north line of the said Craig 56.25 acre tract, at a distance of 729.65 feet pass the northeast corner of a called 25.000 acre tract conveyed to Lam Vien Cam and Kevin Spring in County Clerk's file 2019040547 of the Brazoria County Official Records, at a distance of 1297.14 feet pass the southeast corner of a called 891.330 acre tract conveyed to Mark Tomlinson in County Clerk's file 2021049528 of the Brazoria County Official Records, and continue to a total distance of 1378.32 feet to the POINT OF BEGINNING of the herein described tract, from which a found I4" iron rod bears North 0°17'19" West, a distance of 6.34 feet;

EXHIBIT "A"
Page 3 of 3

THENCE South 3°23'48" East, coincident with the west line of the said Cam / Spring called 25.000-acre tract, a distance of 1610.12 feet to a found I4" iron rod for corner in the north right-of-way line of County Road 36;

THENCE South 86°39'30" West, coincident with the north right-of-way line of County Road 36, a 60 feet wide right-of-way, recorded in Volume 863, Page 934 of the Brazoria County Deed Records, a distance of 721.50 feet to a found 1" iron pipe for corner in the east line of a called 17.75-acre tract conveyed to Frank Nerocker, Jr. in Volume 143, Page 65 of the Brazoria County Deed Records;

THENCE North 3°23'48" West, coincident with the east of the said Nerocker 17.75-acre tract, a distance of 1609.43 feet to a set 5/8" iron rod for corner in the north line of the Stephen Richardson Survey, same being the south line of the aforementioned Tomlinson 891.330-acre tract and from which a found 1 I6" iron pipe, bears North 5°26'23" West, a distance of 26.77 feet;

THENCE North 86°36'12" East, coincident with the south line of the said Tomlinson 891.330-acre tract, same being in the north line of the Stephen Richardson Survey, a distance of 721.50 feet to the POINT OF BEGINNING, containing 26.663 acres of land, more or less;

Property Exhibit "A"

As used herein, "the property" includes all or any part of the collateral.

The collateral shall include all collateral, wherever located and whenever acquired, described in this exhibit, in the body of this instrument, or in any other exhibit to this instrument, and the following:

(a) *TRACT 1:*

Parcel A:
ALL THAT CERTAIN 28.540 ACRES of land out of a called 56.25 acre tract conveyed to J. H. Craig in Volume 209, Page 56 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tracts 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part herein for all purposes.

Parcel B:
ALL THAT CERTAIN 26.663 ACRES of land being that same called 25 acres conveyed to Sarah Stevens in Volume 71, Page 101 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tract 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part herein for all purposes.

TRACT 2:

449.75 ACRES OF LAND, SITUATED IN THE STEPHEN F. AUSTIN 2-1/6 LEAGUE GRANT, ABSTRACT 25, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 478 ACRE TRACT DESCRIBED IN A DEED FROM F. W. TURNER, SR. AND WIFE, ANNIE D. TURNER TO B. W. TURNER RECORDED IN VOLUME 307, PAGE 583, DEED RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 449.75 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN FOR ALL PURPOSES. Tract 2 is owned by another entity and the subject of a Consent to Pledge on this obligation.

(b) All of the following property, items, and interests, whether now owned or hereafter acquired:

(i) All of the rights as the lessor and landlord and all of the debtor's right, title and

interest in, to and under any and all leases now in existence or hereafter executed covering space in or applicable to the property described above and any improvements thereon (now or hereafter existing) and all rents, income, profits, benefits, and advantages, of every nature whatsoever, to arise, accrue and be derived from the land and improvements, whether or not pursuant to any lease;

(ii) Any and all plans and specifications for development of or construction of the property.

(iii) Any and all contracts and subcontracts relating to the property;

(iv) Any and all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions related to the property;

(v) Any and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the property;

(vi) Any and all present and future inventory, equipment, fixtures, and articles of personal property now or hereafter located on the property or attached to or used in and about or related to the planning, development, financing, or operation of the property including, but not limited to, the types of inventory, equipment, fixtures, and articles of personal property more particularly described as follows: machines, engines, boilers, dynamos, elevators, stokers, tanks, awnings, screens, cabinets, shades, blinds, carpets, draperies, furniture, lawn mowers and plumbing, heating, air conditioning, lighting, ventilating, refrigerating, cooking, laundry and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattel and personal property as are ever used or furnished in constructing or operating the property or the activities conducted therein, and all renewals or replacements thereof, or articles in substitution therefore;

(vii) Any and all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the property described herein;

(viii) Any and all proceeds arising from the taking of all or a part of the property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof.

(c) All other interest of every kind and character which MAKER, GRANTOR, or DEBTOR now has or at any time hereafter acquires in and to the property described or referred to in Property Exhibit, preceding, and all property which is used or useful in connection with the property.

All property and interest described or referred to in Paragraphs (a), (b) and (c) preceding are sometimes herein referred to collectively as the "Property".

Initialed for Identification

FILED and RECORDED

Instrument Number: 2024026107

Filing and Recording Date: 06/17/2024 04:56:40 PM Pages: 11 Recording Fee: $61.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the
Secretary of State of Texas
Filing #: 805574628 06/04/2024
Document #: 1369208510002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

CR 36, LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Darlene McConathy

C. The business address of the registered agent and the registered office address is:

Street Address:
19706 FM 521 Rd Rosharon TX 77583

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☑ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: Doyle Dean McConathy Jr — Title: Manager

Address: 19706 FM 521 Rd Rosharon TX, USA 77583

Manager 2: Darlene Naquin McConathy — Title: Manager

Address: 19706 FM 521 Rd Rosharon TX, USA 77583

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

10 S La Salle St Ste 3100
Attn: Kylee Urenda
Chicago, IL 60603
USA

Organizer

The name and address of the organizer are set forth below.

Kylee Urenda **10 S La Salle St Ste 3100, Chicago, IL, 60603**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Kylee Urenda

Signature of Organizer

FILING OFFICE COPY

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
01220025000

Statement Date:	06/12/2025
Owner:	CR 36 LLC
Mailing Address:	19706 FM 521 RD ROSHARON TX 775838122

Property Location: COUNTY ROAD 36
Legal: A0122 S RICHARDSON TRACT 22-25A ACRES 55.070

TAX CERTIFICATE FOR ACCOUNT : 01220025000
AD NUMBER: 159504
GF NUMBER:
CERTIFICATE NO : 3465049

FEE : $10.00
DATE : 6/12/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 1,472,920

EXEMPTIONS: Ag 1D1

REQUESTED BY
McConathy Doyle

19706 FM 521
ROSHARON TX 77583

TAX UNIT

ANGLETON - DANBURY HOSPITAL
ANGLETON ISD
BC EMERGENCY SERVICES #3
BRAZORIA COUNTY
PORT FREEPORT
SPECIAL ROAD & BRIDGE

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 01220025000

CERTIFICATE NO : 3465049

TOTAL CERTIFIED TAX DUE 6/2025 : **$0.00**

Signature of Authorized officer of collection office

06/12/25
Date

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

January 14, 2025

Doyle McConathy
19706 FM 521
Rosharon, TX 77583

RE: Divide Lot
Subdivision Name (if applicable): CR 36, LL Doyle McConathy
Legal Description of Property: A0122 S RICHARDSON, TRACT 22-25A, ACRES 55.070
(Only Tract 22 is being divided)
Site Address of Property: County Road 36, Angleton, TX 77515 PID 159504

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single-family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single-family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced survey implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The original Tract 22 26.663- acres of native pasture is proposed to divide out a 3-acres creating two separate tracts. The new tract is proposed to be Tract 22A 3-acres and the former Tract 22 will become Tract 22B 23.669-acres per the survey. The property owners may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as A0122 S RICHARDSON, TRACT 22-25A, ACRES 55.070 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.,
ASST. COUNTY ENGINEER

(979) 864-1265
Office

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Barbara X. Martinez, P.E.
STAFF ENGINEER

(979) 864-1270
Fax

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

February 18, 2025

Doyle McConathy
19706 FM 521
Rosharon, TX 77583

RE: Drainage Review - 2110 CR 36 Angleton, TX 77515

Dear Doyle:

Brazoria County has completed the review of the above referenced Engineered plans as provided on January 8, 2025. This complies with Brazoria County Drainage Plan Submitted Policy. Therefore, the County offers no objection.

This Letter of No Objection is for plan approval only. It is the applicant's responsibility to apply for the Brazoria County Driveway Permit through the Engineer's Office, as well as all other proper permits required by Brazoria County. These permits must remain posted onsite during the construction for this project.

Best Regards,

Megan Cook
Senior Development Technichan

FIELD NOTES OF A 23.669 ACRE TRACT OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2020-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 23.669 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe in the North right-of-way line of County Road 36; said pipe marking the Southwest corner of said 26.669 acre tract (Tract 22);

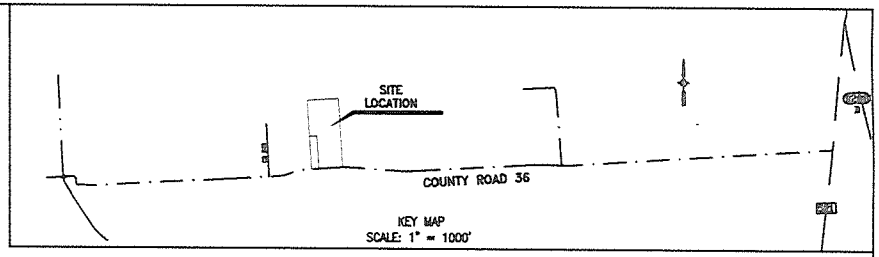
THENCE; North 3° 23' 48" West (Reference Bearing) 768.71 feet, along the West line of said 26.669 acre tract, to a ½" iron rod set for the place of beginning of the herein described tract;
THENCE; North 3° 23' 48" West 840.86 feet, along the West line of said 26.669 acre tract, to a ⅝" iron rod, with plastic cap stamped "CDW", found for corner at the northwest corner of said 26.69 acre tract;
THENCE; North 86° 36' 27" East 721.50 feet to a ½" iron rod set for corner at the Northeast corner of said 26.669 acre tract;
THENCE; South 3° 24' 18" East 1610.12 feet, along the East line of said 26.669 acre tract, to a ⅝" iron rod, with plastic cap stamped "CDW", found for corner in the North right-of-way line of County Road 36 at the Southeast corner of said 26.669 acre tract;
THENCE; South 86° 39' 03" West 551.74 feet, along the North right-of-way line of County Road 36, to a ½" iron rod set for corner;
THENCE; North 3° 23' 48" West 768.71 feet to a ½" iron rod set for corner;
THENCE; South 86° 39' 03" West 170.00 feet to the place of beginning.

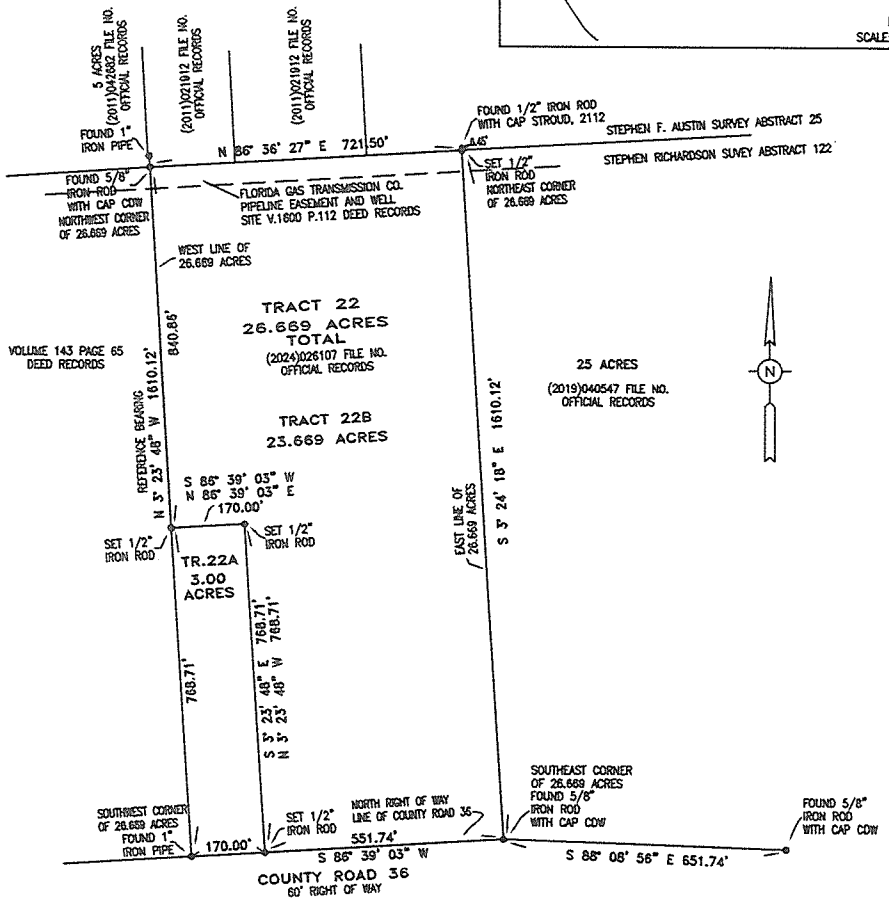
Said tract containing 23.669 acres of land.

FIELD NOTES OF A 3.000 ACRE TRACT OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2020-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 3.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE; South 3° 23' 48" East 768.71 feet to a ½" iron rod set for corner in the North right-of-way line of County Road 36;
THENCE; South 86° 39' 03" West 170.00 feet, along the North right-of-way line of County Road 36, to the place of beginning.

Said tract therein containing 3.000 acres of land.





SURVEYOR:
RANDY L. STROUD, P.E.
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141

OWNER:
CR 36 LLC
1323 COUNTY ROAD 36
ANGLETON, TEXAS 77515
832-535-6555

NOTES:
1. THE PURPOSE OF THIS PLAT IS TO DIVIDE THE 26.669 ACRE TRACT INTO TWO PARTS BEING A 23.669 ACRE TRACT AND A 3.00 ACRE TRACT.
2. ALL SET ½" IRON RODS HAVE CAP STAMPED R. STROUD RPLS 2112.

SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA

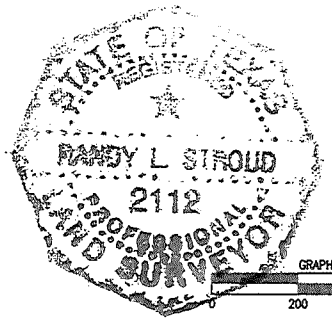
KNOW ALL MEN BY THESE PRESENTS:

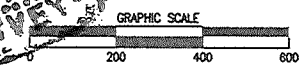
THAT I, RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND AND THAT CORNER MONUMENTS SHOWN THEREON HAVE BEEN PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

Randy L Stroud — 12-20-24

RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR — DATE
LICENSE #2112

FROM THE OFFICE OF:
RANDY L. STROUD, P.E.
FIRM NO. 10020500
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141





CR 36 LLC SUBDIVISION

2 LOTS - 26.669 ACRES

A PLAT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHENS RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS.

SCALE: 1" = 200' — 11-26-24, 12-18-24

4T 28,030 45-109 (M-469)

RANDY L. STROUD, P. E.
CIVIL ENGINEER AND LAND SURVEYOR
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141 FIRM NO. 10020500 r_stroud@sbcglobal.net
PE #050839 RPLS #2112

FIELD NOTES OF A 23.669 ACRE TRACT OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2020-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 23.669 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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FIELD NOTES OF A 23.669 ACRE TRACT CONTINUED.....PAGE 2 OF 2

THENCE; South 86° 39' 03" West 170.00 feet to the place of beginning.

Said tract therein containing 23.669 acres of land.

CERTIFIED: Randy L Stroud

Randy L. Stroud, PE Registered Professional Land Surveyor #2112

*See attached plat.

4T28030B
November 26, 2024



RANDY L. STROUD, P. E.
CIVIL ENGINEER AND LAND SURVEYOR
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141 FIRM NO. 10020500 r_stroud@sbcglobal.net
PE #050839 RPLS #2112

FIELD NOTES OF A 3.000 ACRE TRACT OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2020-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 3.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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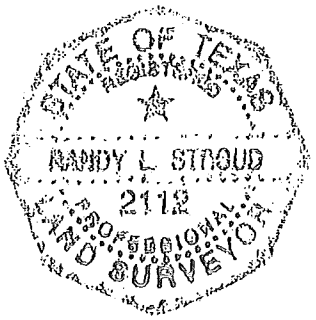
Said tract therein containing 3.000 acres of land.

CERTIFIED: Randy L Stroud

Randy L. Stroud, PE Registered Professional Land Surveyor #2112

*See attached plat.

4T28030A
November 26, 2024



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **8/12/2025**

Oyster Creek Gauges - Joint-Funding Agreement (Precinct 4)

Approve the Joint-Funding Agreement (JFA) with the United States Department of the Interior for annual water resource investigations of the Oyster Creek gauges described as the Oklahoma-Texas Water Science Center Water Resources Investigations project.

Whereas, the attached JFA authorizes the United States Department of the Interior and Brazoria County to participate in the necessary field and analytical work directly related the project for streamflow stations on Oyster Creek at CR 34, CR 42, and CR 290.

Whereas, funds for the County's share towards design and environmental work are available in the FY 2026 Road & Bridge Budget and will be provided in accordance with this Agreement.

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

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

July 14, 2025

Mr. Matt Hanks
County Engineer
Brazoria County Engineering Department
451 N. Velasco Suite 230
Angleton, TX 77515

Dear Mr. Hanks:

Enclosed is our standard joint-funding agreement 26SJJFATX214000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Brazoria County Engineering Department for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of $24,000 from your agency. U.S. Geological Survey contributions for this agreement are $0 for a combined total of $24,000. Please sign and return one fully-executed original to Mitchell King at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Michael Lee at (936) 271-5313 or email mtlee@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Mitchell King at phone number (405) 249-3296 or GS-W-OT_OTFM@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Meghan Roussel

Meghan Roussel
Acting Director

Enclosure
26SJJFATX214000

Brazoria County Engineering Department
26SJJFATX214000

Station Number	Description	Code	No. Units	Difficulty Factor	USGS Funds	BCED Funds	Total
001: SURFACE WATER PROGRAM							
08078940	Oyster Ck at CR34 nr Angelton, TX						
	Continuous Stage Only	S1LVL	1	1.0	$0	$8,000	$8,000
08078930	Oyster Ck at CR42 nr Angelton, TX						
	Continuous Stage Only	S1LVL	1	1.0	$0	$8,000	$8,000
08079005	Oyster Ck at CR290 nr Angelton, TX						
	Continuous Stage Only	S1LVL	1	1.0	$0	$8,000	$8,000
	SURFACE WATER TOTAL				$0	$24,000	$24,000

PROJECT	USGS FUNDS	BCED FUNDS	TOTAL
SURFACE WATER: 00150	**$0**	**$24,000**	**$24,000**
TOTAL	**$0**	**$24,000**	**$24,000**

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007265
Agreement #: 26SJJFATX214000
Project #: SJ009ME
TIN #: 74-6000044

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Brazoria County Engineering Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $0 by the party of the first part during the period October 1, 2025 to September 30, 2026

(b) $24,000 by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007265
Agreement #: 26SJJFATX214000
Project #: SJ009ME
TIN #: 74-6000044

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Michael Lee
Branch Chief - Gulf Coast
Address: 19241 David Memorial Drive Suite 180
Shenandoah, TX 77385
Telephone: (936) 271-5313
Fax: (936) 271-5399
Email: mtlee@usgs.gov

Customer Technical Point of Contact

Name: Matt Hanks
County Engineer
Address: 451 N. Velasco Suite 230
Angleton, TX 77515
Telephone: (979) 864-1265
Fax: (n/a)
Email: matth@brazoria-county.com

USGS Billing Point of Contact

Name: Mitchell King
Budget Analyst
Address: 202 NW 66th Street
Oklahoma City, OK 73116
Telephone: (405) 249-3296
Fax: (n/a)
Email: mking@usgs.gov

Customer Billing Point of Contact

Name: Matt Hanks
County Engineer
Address: 451 N. Velasco Suite 230
Angleton, TX 77515
Telephone: (979) 864-1265
Fax: (n/a)
Email: matth@brazoria-county.com

U.S. Geological Survey
United States
Department of Interior

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2025.07.14 10:28:11 -05'00'

Name: Meghan Roussel
Title: Acting Director

Brazoria County Engineering Department

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **8/12/2025**

Interlocal Agreement with the City of Pearland No. IS25-0009

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

Further, that under the terms of the Agreement, attached as Exhibit “A”, the city agrees to purchase all material required.

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

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

Docusign Envelope ID: 8EFE0C5D-67A8-4F2D-9834-B8B084F43455

RESOLUTION NO. R2025-125

A Resolution of the City Council of the City of Pearland, Texas, authorizing an Interlocal Agreement with Brazoria County for paving services, for the period of August 11, 2025 through August 10, 2026.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Interlocal Agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Interlocal Agreement with Brazoria County.

PASSED, APPROVED and ADOPTED this the 28th day of July, A.D., 2025.

DocuSigned by:
2F80B858BC2A475...
J. KEVIN COLE
MAYOR

ATTEST:

DocuSigned by:
90EC22511EEF415...
FRANCES AGUILAR, TRMC, MCC
CITY SECRETARY

CITY OF PEARLAND, TEXAS

APPROVED AS TO FORM:

DocuSigned by:
E13CA898BB1F4B6...
DARRIN M. COKER
CITY ATTORNEY

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF PEARLAND
IS25-0009

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

RECITALS

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

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

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

NOW THEREFORE, the CITY and COUNTY agree as follows:

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

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

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.

1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.

1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

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

By: _____

CITY OF PEARLAND

MAYOR

Date signed: _____

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

City of Pearland
Interlocal Agreement Project Request Summary FY-25

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
Roy Road	City Limits to FM 518	9,300	22	Level-up, Overlay & Traffic Control	
Veterans Drive	Magnolia to Bailey	5,000	24 (width may vary in some locations)	Level-up, Overlay & Traffic Control	
Old Chocolate Bayou	FM 518 to Cullen	1,720	24	Level-up, Overlay & Traffic Control	
Plum Street	Schleider to HWY 35	4,700	24	Level-up, Overlay & Traffic Control	

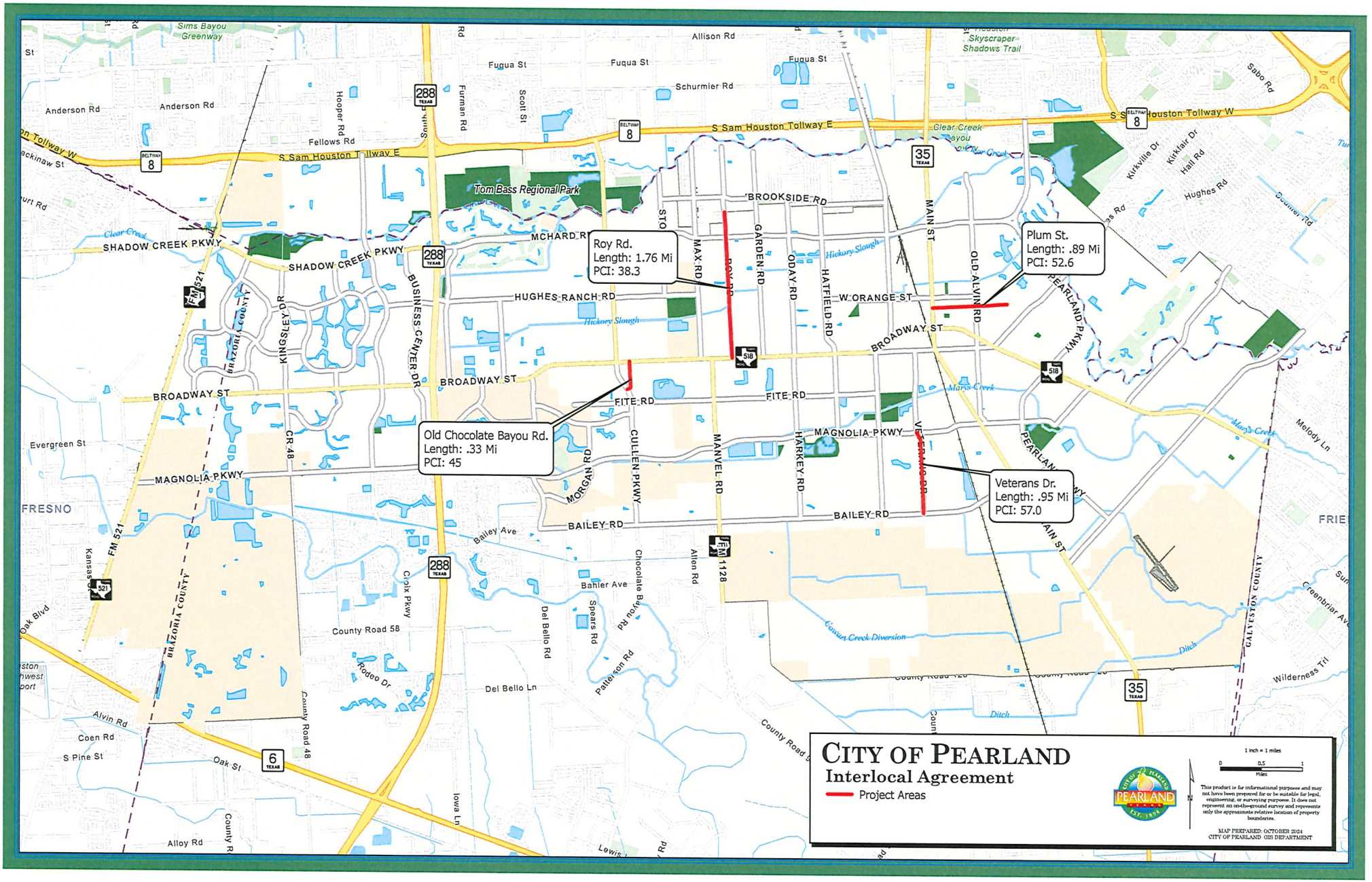
Note: Must have Mayoral approval

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

Approved By: Mayor

10/30/24
Date

Exhibit 'A'


Roy Rd.
Length: 1.76 Mi
PCI: 38.3
Plum St.
Length: .89 Mi
PCI: 52.6
Old Chocolate Bayou Rd.
Length: .33 Mi
PCI: 45
Veterans Dr.
Length: .95 Mi
PCI: 57.0
CITY OF PEARLAND
Interlocal Agreement
Project Areas
1 inch = 1 miles
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purpose. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
MAP PREPARED: OCTOBER 2024
CITY OF PEARLAND GIS DEPARTMENT

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **8/12/2025**

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 DANBURY
Culvert Set - 5111 2nd Street

CITY OF IOWA COLONY
Culvert Set - 7710 CR 48

CITY OF OYSTER CREEK
Grade Ditch - 2621 Duncan Drive

CITY OF SURFSIDE
Culvert Set - 613 Bay Avenue

VILLAGE OF JONES CREEK
Culvert Set - 6410 Gaffney

ANGLETON DRAINAGE DISTRICT
Culvert Reset - CR 543

IB25-DA
(DANBURY)
City ID Code 271

468

City of Danbury, TX.

Culvert Request to Engineer's Office

Date of request: 7/21/25

Home Owner's name: Jose Parra

Address where culverts are to be installed:

511 2nd Street Danbury TX 77534 (Second St)

Home owner's home phone number: 979-549-6594

Home owner's cell phone number: 979-549-6594

Culverts must be on site when form is turned in to the city to make request to county.

What type of Culvert: (Cement) **or HDR plastic**

Number of culverts to be installed: 18

Diameter of culverts to be installed: 15 inch

Is the location marked for setting the culverts: (Yes) **or NO**

Additional notes for installation: (north, south, east, or west?)

W/ STICKS

County will complete work according to their schedule.

***New culverts being installed 15 inch is required size.**

*** Existing culverts in the area then they must match which is there.**

*** If culvert is longer than 48 ft. then clean- out openings or grates must be supplied by homeowner and be on site when request is made.**

Request sent on: _____

Reply from county received on: _____

C/2

AGREED _____
Brazoria County Engineer
Date Approved 8-12-25 Date Completed _____
VO# _____
OMMENTS

Rev. A 1.10.24

IB25-IC
(IOWA COLONY)
City ID Code 275

469

CITY OF IOWA COLONY

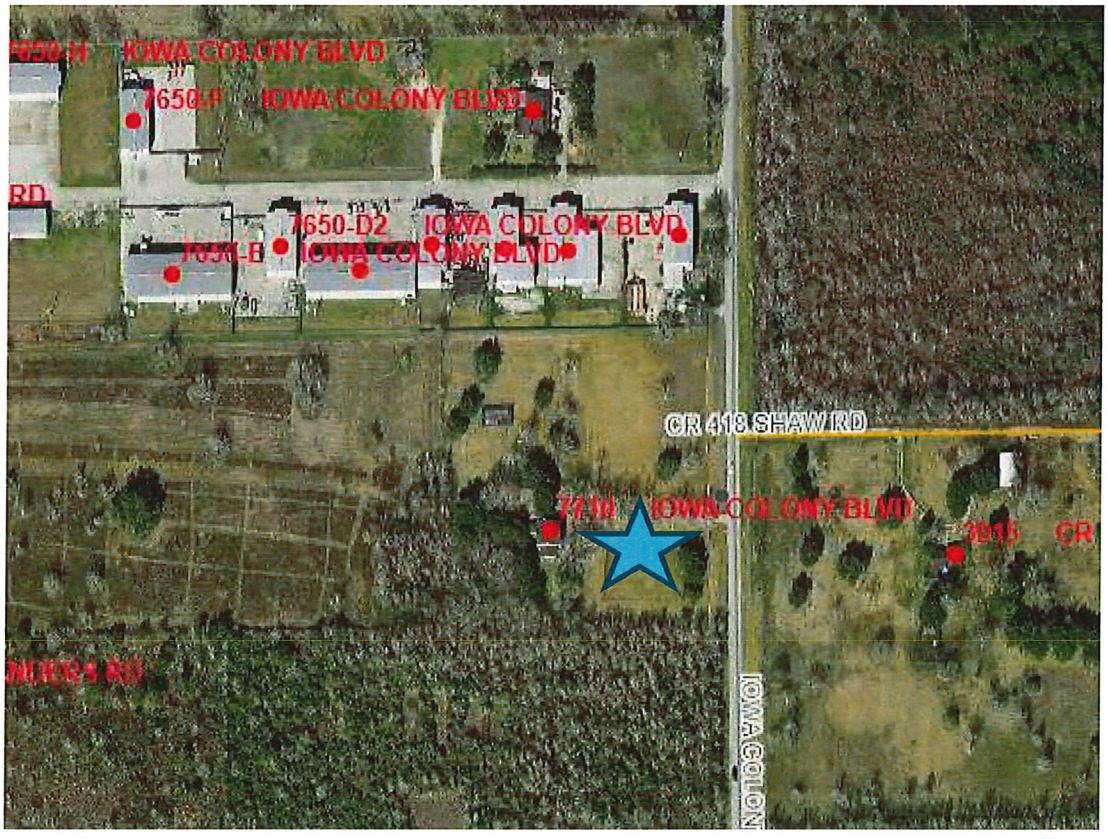
12003 Iowa
Iowa Colony
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

7/28/2025

Mr. Matt Hanks, P.E.
County Engineer
200 East Locust, Room 10
Angleton, Texas 77515

Dear Mr. Hanks,

The City of Iowa Colony requested Brazoria County to set culverts at 7710 Cr 48 Rosharon, Tx 77583.



For further information, you may contact Public Works at (346)278-4508

Sincerely,

Jeremy Franks
Public Works

N/A

AGREED _____
Brazoria County Engineer
Date Approved 8-12-25 Date Completed _____
VO# _____
OMMENTS

IB25-OC
(OYSTER CREEK)
City ID Code 277

Tricia Simmons

From: Andi Ford <andi@cityofoystercreek.com>
Sent: Thursday, July 24, 2025 2:30 PM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] Ditch Work at 2621 Duncan Drive

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

The resident at 2621 Duncan Drive has asked for her ditch to be dug out for drainage. It would be for the entire length of her property in front of her house. Esther Reich #979-824-2143.

Thank You!

Andi Ford
City Secretary
City of Oyster Creek
(979)233-0243

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S/1

AGREED _____
Brazoria County Engineer
Date Approved 8-12-25 Date Completed _____
VO# _____
COMMENTS

IB25-SU
(SURFSIDE)
City ID Code 600

471

CULVERT REQUEST FORM

Date: 7-22-25

Property Owner Name: Michael Boucher

Address where culverts are to be set: 613 Bay Ave (PID#190678)

Contact Number: 440-478-2675

Email Address: bbumwi@gmail.com

Number of 4' culverts requested: 10

Fill material ordered and prepaid for at: Vernor's

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

2 lots, 5 culverts on each, areas are marked.
Property ID: 190678

OFFICE USE ONLY:

Date given to FPM: 7-23-25

Size required: 15" Clean out port needed? No

Number required: 5 each lot Date culverts set on property: 7-24-25

Is the area marked? Yes - Wood Stakes S/1

Date request sent to county:

City Official Signature

1304 Monument Dr. Surfside, TX 77541 * (979)233-1

AGREED

Brazoria County Engineer

Date Approved 8-12-25 Date Completed

VO#

COMMENTS


Search Here
Enter Address, Name, or ID
190617
CR257J
190617
CR257J
CR257J
190650
A-A0009
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IB25-JC
(JONES CREEK)
City ID Code 259

473

Village of Jones Creek

7207 Stephen F Austin Rd.

Jones Creek, TX 77541

979-233-2700

Brazoria County Request Form

Inspection Type: Placement of culverts

Request Date: 08/04/2025

Jones Creek Permit#

Permit # 2025-098

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis - Utilities

Inspection Address

Juan Mendoza 6410 Gaffney

Jones Creek, TX 77541

Phone# 979-292-6434

COMMENTS:

Home Owner's name is Juan Mendoza, has had 6 pieces 24 foot x 15 inch diameter culvert delivered, location staked off and is ready set. Culvert placement location to be set at the maked location.

If home owner cannot be reached about questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

Village of Jones Creek Permit Department

AGREED _____
Brazoria County Engineer
Date Approved 8-12-25 Date Completed _____
WO# _____
COMMENTS

Tricia Simmons

From: Matt Hanks
Sent: Tuesday, July 29, 2025 11:08 AM
To: Jason Filipp; Karen Bain
Cc: Karen McKinnon; Tricia Simmons
Subject: RE: [EXTERNAL] Re: Pipe Separation on CR 543

I am putting Tricia on this email as she is our interlocal coordinator.

Tricia: Is this something we can use our blanket interlocal to do or do we need one to be more specific?

Matt

From: Jason Filipp <jasonf@brazoriacountytx.gov>
Sent: Monday, July 28, 2025 2:00 PM
To: Karen Bain <add2469@att.net>
Cc: Jason Filipp <jasonf@brazoriacountytx.gov>; Matt Hanks <matth@brazoriacountytx.gov>; Karen McKinnon <KarenM@brazoriacountytx.gov>
Subject: Re: [EXTERNAL] Re: Pipe Separation on CR 543

Please give a 1 - 2 day advance notice of when you what to coordinate and we should be good.

JF

On Jul 28, 2025 12:08 PM, Karen Bain <add2469@att.net> wrote:

If working on the blanket interlocal, when will you be able to supply the trucks & materials? The crew should be completing the work within a few weeks weather permitting.

Please advise.

Thanks,

Karen Gibson, Manager
Angleton Drainage District
979.849.2414
add2469@att.net

On Monday, July 28, 2025 at 08:29:02 AM CDT, Jason Filipp <jasonf@brazoriacountytx.gov> wrote:

Mrs. Gibson,

Manager – Angleton Drainage District

S/1

AGREED _____
Brazoria County Engineer
Date Approved 8-12-25 Date Completed _____
VO# _____
COMMENTS

Thank you for letting me know that we have a pipe separation on CR 543 at CR 808 (Orange Dr.) I was wondering if we could enter into our blanket interlocal agreement with Angleton Drainage District and have your crew and equipment re-set the separated pipe and we will provide and haul the stabilized material (sand or rock) while you still have equipment on site.

Please let me know if this is acceptable for all parties involved.

Thanks,

Jason Filipp

Superintendent – South Service Center

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **8/12/2025**

Final Acceptance of Roads - Pomona Section 25 - Abstract 563 (Precinct 4)

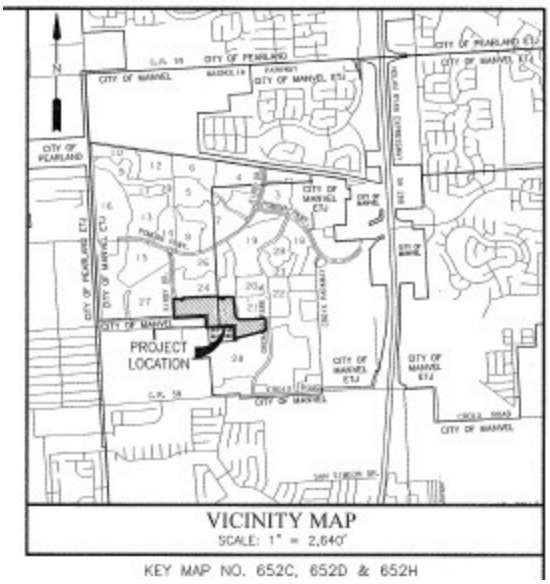
Whereas, the plat of Pomona Section 25 - Abstract 563 (Precinct 4), was approved by the City of Manvel on June 12, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2024013916 on April 3, 2024; and

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

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

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day August 12, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1444	Lime Meadow Lane (ext.)	60'	368.47 ft.	0.069 mi.
CR 1457	Honeyberry Shrub Drive	60'	1190.93 ft.	0.225 mi.
CR 1458	Hazel Berry Street	60'	1175.8 ft.	0.222 mi.
CR 1459	Park Willow Drive	60'	76.29 ft.	0.014 mi.
CR 1460	Maple Wood Drive	60'	634.24 ft.	0.120 mi.
CR 1461	Bay Laurel Way	60'	270.27 ft.	0.051 mi.
CR 1462	Fig Tree Lane	60'	318.85 ft.	0.060 mi.



VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652C, 652D & 652H

2024013916
Total Pages: 4

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER, ACTING BY AND THROUGH BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR, AND POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON, AND MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON, AND POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF POMONA SECTION 25, BEING 46.321 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 25, 26, 35, 36, 45, 46, 55, 56, AND 57, OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), AND A PORTION OF LOTS 6 AND 7, OF SECTION 89 OF SAID ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY–ONE FEET, SIX INCHES (21' 6") IN WIDTH.

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

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF POMONA SECTION 25 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, VPDF POMONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR OF VARDE PARTNERS, INC., A DELAWARE CORPORATION, THEREUNTO AUTHORIZED

THIS 20th DAY OF April 2023.

BY: VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: VP FINDERS 2 HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
SOLE MEMBER

BY: VARDE PARTNERS, INC.,
A DELAWARE CORPORATION,
MANAGER

BY: _____
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR

STATE OF MINNESOTA
COUNTY OF WASHINGTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDAN BOSMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF APRIL 2023.

_____
JESSICA ANN LAUMEYER
NOTARY PUBLIC IN AND FOR THE STATE OF MINNESOTA

JESSICA ANN LAUMEYER
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

IN TESTIMONY HERETO, POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED

THIS 25th DAY OF April 2023.

BY: POMONA PHASE 6, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF April 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ASHLEY ELIZABETH RAMOS
My Notary ID # 129503960
Expires July 29, 2025

IN TESTIMONY HERETO, MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED,

THIS 25th DAY OF April 2023.

BY: MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF April 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ASHLEY ELIZABETH RAMOS
My Notary ID # 129503960
Expires July 29, 2025

IN TESTIMONY HERETO, POMONA PHASE 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED,

THIS 25th DAY OF April 2023.

BY: POMONA PHASE 5, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF April 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ASHLEY ELIZABETH RAMOS
My Notary ID # 129503960
Expires July 29, 2025

WE, TEXAS CAPITAL BANK, A TEXAS STATE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS POMONA SECTION 25, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 2020018766, 2021061693, 2021061699, AND 2020018797, OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK,
A TEXAS STATE BANK

BY: _____

PRINT NAME: Tom Miller

TITLE: AVP

STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27th DAY OF April 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LACEY BELL
Notary Public, State of Texas
Comm. Expires 08/09/2026
Notary ID 133599-1

BEING 46.321 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 25, 26, 35, 36, 45, 46, 55, 56, AND 57, OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), AND A PORTION OF LOTS 6 AND 7, OF SECTION 89 OF SAID ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, SAID 46.321 ACRES ALSO BEING A PORTION OF THAT CERTAIN CALLED 65.773 ACRE TRACT CONVEYED TO VPDF POMONA LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2022017990 OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), A PORTION OF THAT CERTAIN CALLED 971.956 ACRE TRACT CONVEYED TO MC 288, LLC (DESCRIBED AS PART 1), BY INSTRUMENT OF RECORD IN FILE NUMBER 2013052954, B.C.O.P.R., A PORTION OF THAT CERTAIN CALLED 219.915 ACRE TRACT CONVEYED TO POMONA PHASE 5, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2020041936, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 107.789 ACRE TRACT CONVEYED TO POMONA PHASE 6, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021082799, B.C.O.P.R., SAID 46.321 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT));

BEGINNING AT A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA ENG" MARKING THE COMMON CORNER OF LOTS 46, 47, 56 AND 57, OF SAID SECTION 78, SAME BEING AN ANGLE POINT OF SAID 219.915 ACRE TRACT, AND THE SOUTHEAST CORNER OF A 16.713 ACRE DRAINAGE AND DETENTION EASEMENT OF RECORD IN FILE NUMBER 2015014650, B.C.O.P.R.,

THENCE, SOUTH 86° 38' 13" WEST, ALONG THE SOUTH LINE OF SAID LOT 46, SAME BEING THE NORTH LINE OF SAID LOT 47, PASSING AT 246.66 FEET A 1/2–INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 16.713 ACRES, AND THE SOUTHEAST CORNER OF AFOREMENTIONED 65.773 ACRE TRACT, AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID 65.773 ACRE TRACT AND SAID COMMON LOT LINE, 880.00 FEET TO A 5/8–INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN CALLED 20.005 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO POMONA PHASE 6, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021082800, B.C.O.P.R., SAME BEING THE COMMON CORNER OF LOTS 36, 37, 46 AND 47, OF SAID SECTION 78, SAME BEING A SOUTHERLY CORNER OF SAID 65.773 ACRE TRACT;

THENCE, NORTH 03° 14' 23" WEST, ALONG THE WEST LINE OF SAID LOT 46, SAME BEING THE EAST LINE OF SAID LOT 36, AND A SOUTHERLY LINE OF SAID 65.773 ACRE TRACT, 346.50 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA ENG" FOUND FOR A SOUTHERLY CORNER OF SAID 65.773 ACRE TRACT;

THENCE, SOUTH 86° 46' 18" WEST, DEPARTING THE COMMON LINE OF SAID LOT 36 AND LOT 46, ALONG A SOUTHERLY LINE OF SAID 65.773 ACRES, PASSING AT 880.45 FEET, THE SOUTHWEST CORNER OF SAID 65.773 ACRE TRACT, AND CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED 107.789 ACRE TRACT FOR A TOTAL DISTANCE OF 1,010.45 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, DEPARTING SAID SOUTHERLY LINE, 596.68 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 44.10 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 101° 04' 22", AND A CHORD WHICH BEARS NORTH 47° 17' 11" EAST, 38.60 FEET TO A A WESTERLY CORNER OF SAID 65.773 ACRE TRACT;

THENCE, SOUTH 82° 10' 39" EAST, ALONG A WESTERLY LINE OF SAID 65.773 ACRE TRACT, PASSING AT 103.19 FEET AN ANGLE POINT OF SAID 65.773 ACRE TRACT, AND CONTINUING IN ALL A TOTAL DISTANCE OF, 109.14 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 99.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 10° 24' 40", AND A CHORD WHICH BEARS SOUTH 87° 22' 59" EAST, 98.89 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 38.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89° 20' 18", AND A CHORD WHICH BEARS SOUTH 47° 55' 09" EAST, 35.15 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 45' 00" EAST, 60.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, 69.73 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 46' 18" EAST, 1,124.22 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 55.17 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,985.00 FEET, A CENTRAL ANGLE OF 01° 35' 33", AND A CHORD WHICH BEARS SOUTH 01° 04' 08" EAST, 55.17 FEET TO A POINT FOR CORNER;

THENCE, NORTH 88° 08' 05" EAST, 60.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 8.98 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,925.00 FEET, A CENTRAL ANGLE OF 00° 16' 02", AND A CHORD WHICH BEARS NORTH 43° 54' WEST, 8.98 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 40.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91° 56' 54", AND A CHORD WHICH BEARS NORTH 44° 22' 35" EAST, 35.95 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, SOUTH 89° 38' 58" EAST, 2.31 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 71.67 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,497.00 FEET, A CENTRAL ANGLE OF 00° 59' 53", AND A CHORD WHICH BEARS SOUTH 01° 55' 41" EAST, 71.66 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 11' 31" EAST, 67.64 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 29.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,407.00 FEET, A CENTRAL ANGLE OF 01° 11' 45", AND A CHORD WHICH BEARS NORTH 86° 47' 23" EAST, 29.36 FEET TO A POINT FOR CORNER ON THE EASTERLY LINE OF THE AFOREMENTIONED 65.773 ACRE TRACT, AND ON THE WESTERLY LINE OF THE AFOREMENTIONED 16.713 ACRE TRACT, THE BEGINNING OF A CURVE;

THENCE, WITH SAID COMMON LINE, 64.03 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,497.00 FEET, A CENTRAL ANGLE OF 01° 28' 08", AND A CHORD WHICH BEARS NORTH 01° 10' 14" EAST, 64.03 FEET TO A POINT FOR CORNER;

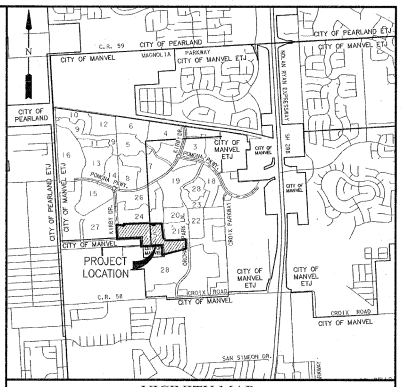
THENCE, NORTH 00° 46' 14" EAST, ALONG THE SOUTH LINE OF SAID POMONA SECTION 21, 792.14 FEET TO THE NORTHWEST CORNER OF ORCHARD PARK LANE (80' WIDE) AS SHOWN ON ORCHARD PARK LANE PHASE 2 STREET DEDICATION, A SUBDIVISION OF RECORD IN FILE NUMBER 2021081058, B.C.P.R.;

THENCE, SOUTH 03° 10' 41" EAST, DEPARTING THE SOUTHERLY LINE OF SAID POMONA SECTION 21, ALONG THE WEST RIGHT–OF–WAY LINE OF SAID ORCHARD PARK LANE, 381.67 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN CALLED 33.421 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO POMONA PHASE 6, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021082802, B.C.O.P.R.;
THENCE, SOUTH 74° 25' 13" WEST, ALONG THE NORTH LINE OF SAID 33.421 ACRE TRACT, 1,043.77 FEET TO THE NORTHWEST CORNER OF SAID 33.421 ACRE TRACT, AND ON THE WESTERLY LINE OF THE AFOREMENTIONED 219.915 ACRE TRACT;

THENCE, NORTH 03° 11' 48" WEST, ALONG THE WESTERLY LINE OF SAID 219.915 ACRE TRACT, 398.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.321 ACRES OF LAND.

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTY–EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY–FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS–OF–WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS–BUILT CERTIFICATE AND AS–BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.



VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652C, 652D & 652H

APPROVED BY THE BOARD OF COMMISSIONERS ON 5/3/22

BRAZORIA DRAINAGE DISTRICT NO. 4

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY–FIVE (365) CALENDAR DAYS, AFTER THAT TIME RE–APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/ OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #22–000075

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF POMONA SECTION 25 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS 8th DAY OF JUNE 20 23

PLANNING, DEVELOPMENT, AND ZONING COMMISSION

FINAL PLAT OF POMONA SECTION 25

A SUBDIVISION OF 46.321 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 25, 26, 35, 36, 45, 46, 55, 56, AND 57, OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.) AND A PORTION OF LOTS 6 AND 7, OF SECTION 89, OF SAID ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.).

121 LOTS 8 RESERVES (21.683 ACRES) 4 BLOCKS

APRIL 5, 2023 JOB NO. 2149–4125P

OWNERS:

MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DR., SUITE 1340, PEARLAND, TX 77584
PH: 832–336–6271

OWNERS:

POMONA PHASE 6, LLC, AND
POMONA PHASE 5, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DR., SUITE 1340, PEARLAND, TX 77584
PH: 832–336–6271

OWNERS:

VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952–893–1554

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN–F–1386

CR	Street Name	ROW	Length(ft.)	Length(mi.)
CR 1444	Lime Meadow Lane (ext.)	60'	368.47 ft.	0.069 mi.
CR1457	Honeyberry Shrub



RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	0.429	18,692	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
B	1.403	61,128	RESTRICTED TO CANAL	MUD/GCWA
C	0.121	5,278	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
D	0.294	12,817	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK	HOA
E	12.886	561,314	RESTRICTED TO LAKE/DETENTION/LANDSCAPE/AMENITY	BCMUD 40
F	5.070	220,870	RESTRICTED TO LAKE/DETENTION/LANDSCAPE/AMENITY	BCMUD 39
G	0.087	3,770	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
H	1.393	60,660	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
TOTAL	21.683	944,529		

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY, AND THE INCORPORATED LIMITS OF THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2022-0250, DATED APRIL 26, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
3. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.
4. ALL SUBDIVISION COMMON AREAS INCLUDING, BUT NOT LIMITED TO, DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDATION OF THE ASSOCIATED SUBDIVISION PLAT.
6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD-29 (1978 ADJ.)
7. BD04 BENCHMARK: A BRASS DISK STAMPED "MU-1" SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNIT D100-00-00.

   ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD-29 (1978 ADJ))
8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD-29 (1978 ADJ.)
9. THIS TRACT LIES IN ZONE "X", ZONE "X" (SHADED) AND ZONE "AE" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48039C0022K. THIS TRACT LIES PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN.

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
11. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.
12. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE INCORPORATED LIMITS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
13. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39 & 40, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
14. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
15. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
16. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
17. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
18. THE MINIMUM SETBACK AND MINIMUM LOT FRONTAGE REQUIREMENTS ARE BASED ON THE MASTER PLAT INCLUDED AS EXHIBIT A WITHIN THE NINTH AMENDMENT TO DEVELOPMENT AGREEMENT EFFECTIVE APRIL 17, 2023 AND RECORDED IN FILE NO. 2023017853, B.C.O.P.R.
19. FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT MINIMUM SIDE YARD SETBACKS SHALL BE FIVE FEET, MINIMUM FRONT YARD SETBACKS SHALL BE 20 FEET FOR FRONT BUILDING LINE AND 25-FEET FOR GARAGES, AND MINIMUM SIDE YARDS SETBACKS FOR CORNER LOTS SHALL BE 20-FEET. SIDE YARD SETBACKS FOR CORNER LOTS THAT ARE ONLY ADJACENT TO OTHER SIDE YARDS SHALL HAVE A MINIMUM SIDE YARD SETBACK OF 15 FEET.
20. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
21. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
22. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
23. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

    DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

    1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

    2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

    3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

    4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

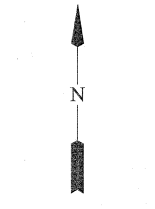
    5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

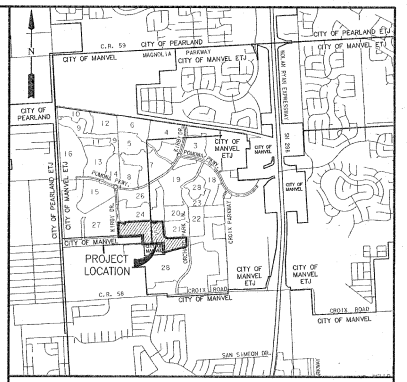
    6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019

    7TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 15, 2021

    8TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 6, 2021

    9TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE APRIL 17, 2023
24. A 2-YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.





VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652C, 652D & 652H

LEGEND

A.E.	INDICATES AERIAL EASEMENT
B.C.C.F.	INDICATES BRAZORIA COUNTY CLERKS FILE
B.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.O.P.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
B.C.O.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
B.C.P.R.	INDICATES BRAZORIA COUNTY PLAT RECORDS
B.L.	INDICATES BUILDING LINE
D.E.	INDICATES DRAINAGE EASEMENT
E.E.	INDICATES ELECTRICAL EASEMENT
F.N.	INDICATES FILE NUMBER
FND.	INDICATES FOUND
I.R.	INDICATES IRON ROD
PD&Z	INDICATES PLANNING DEVELOPMENT AND ZONING
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
RES.	INDICATES RESERVE
R.O.W.	INDICATES RIGHT-OF-WAY
S.S.E.	INDICATES SANITARY SEWER EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
~~	INDICATES STREET NAME CHANGE
U.E.	INDICATES UTILITY EASEMENT
VOL.	INDICATES VOLUME
W.L.E.	INDICATES WATER LINE EASEMENT

FINAL PLAT OF POMONA SECTION 25

A SUBDIVISION OF 46.321 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 25, 26, 35, 36, 45, 46, 55, 56, AND 57, OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.) AND A PORTION OF LOTS 6 AND 7, OF SECTION 89, OF SAID ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.).

121 LOTS 8 RESERVES (21.683 ACRES) 4 BLOCKS

APRIL 27, 2023 JOB NO. 2149-4125P

OWNERS:

MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DR., SUITE 1340, PEARLAND, TX 77584
PH: 832-336-8271

OWNERS:

POMONA PHASE 6, LLC, AND
POMONA PHASE 5, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DR., SUITE 1340, PEARLAND, TX 77584
PH: 832-336-8271

OWNERS:

VPDF POMONA LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

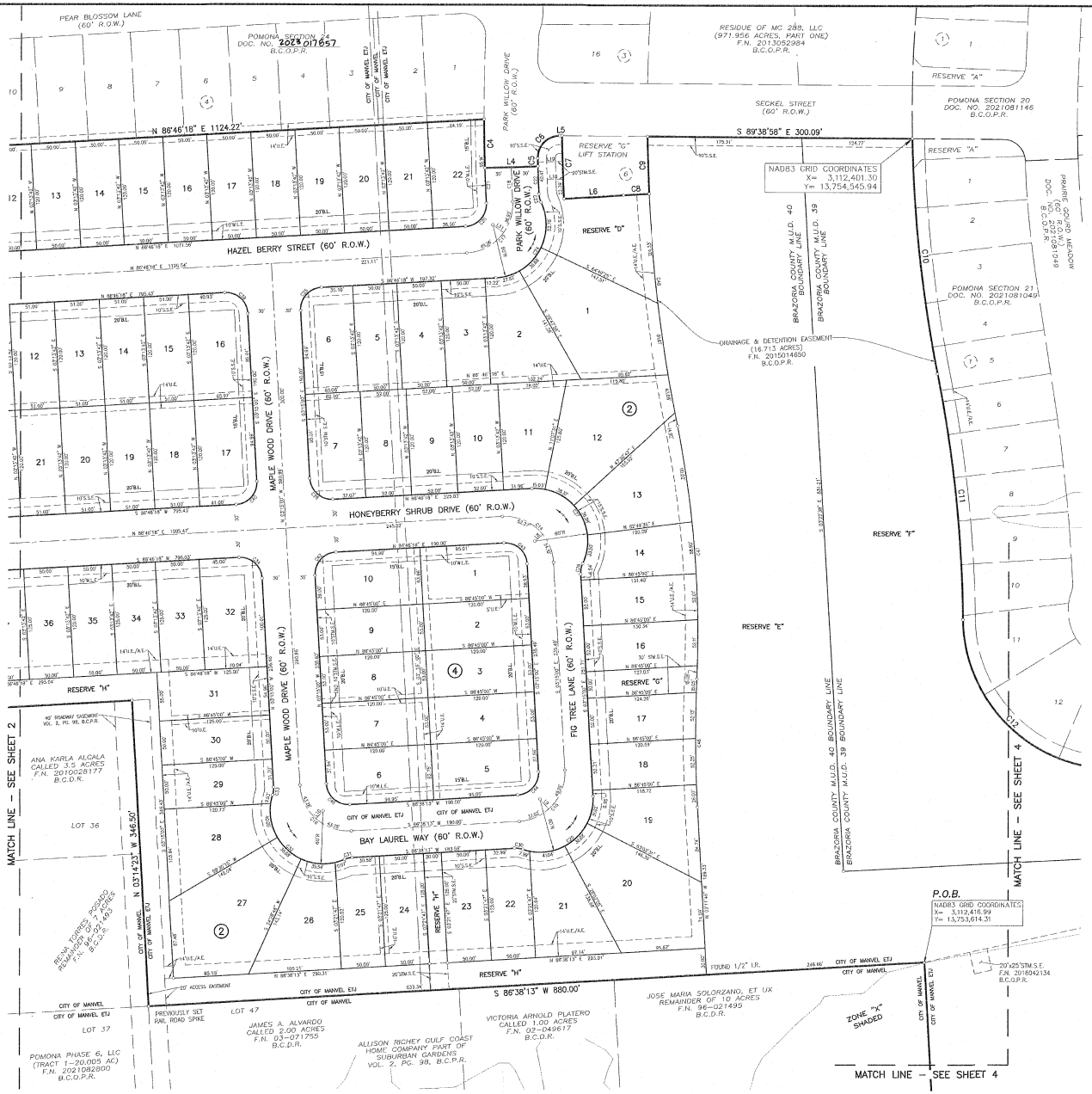
ENGINEER:

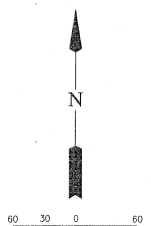
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

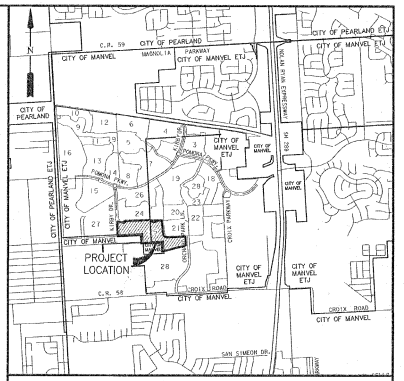
SHEET 2 OF 4

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Date: Thu, 27 Apr 2023 - 8:13am
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VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652C, 652D & 652H

LEGEND

A.E.	INDICATES AERIAL EASEMENT
B.C.C.F.	INDICATES BRAZORIA COUNTY CLERKS FILE
B.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.O.P.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
B.C.O.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
B.C.P.R.	INDICATES BRAZORIA COUNTY PLAT RECORDS
B.L.	INDICATES BUILDING LINE
D.E.	INDICATES DRAINAGE EASEMENT
E.E.	INDICATES ELECTRICAL EASEMENT
F.N.	INDICATES FILE NUMBER
FND.	INDICATES FOUND
I.R.	INDICATES IRON ROD
PD&Z	INDICATES PLANNING DEVELOPMENT AND ZONING
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
RES.	INDICATES RESERVE
R.O.W.	INDICATES RIGHT-OF-WAY
S.S.E.	INDICATES SANITARY SEWER EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
	INDICATES STREET NAME CHANGE
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FINAL PLAT OF
POMONA SECTION 25

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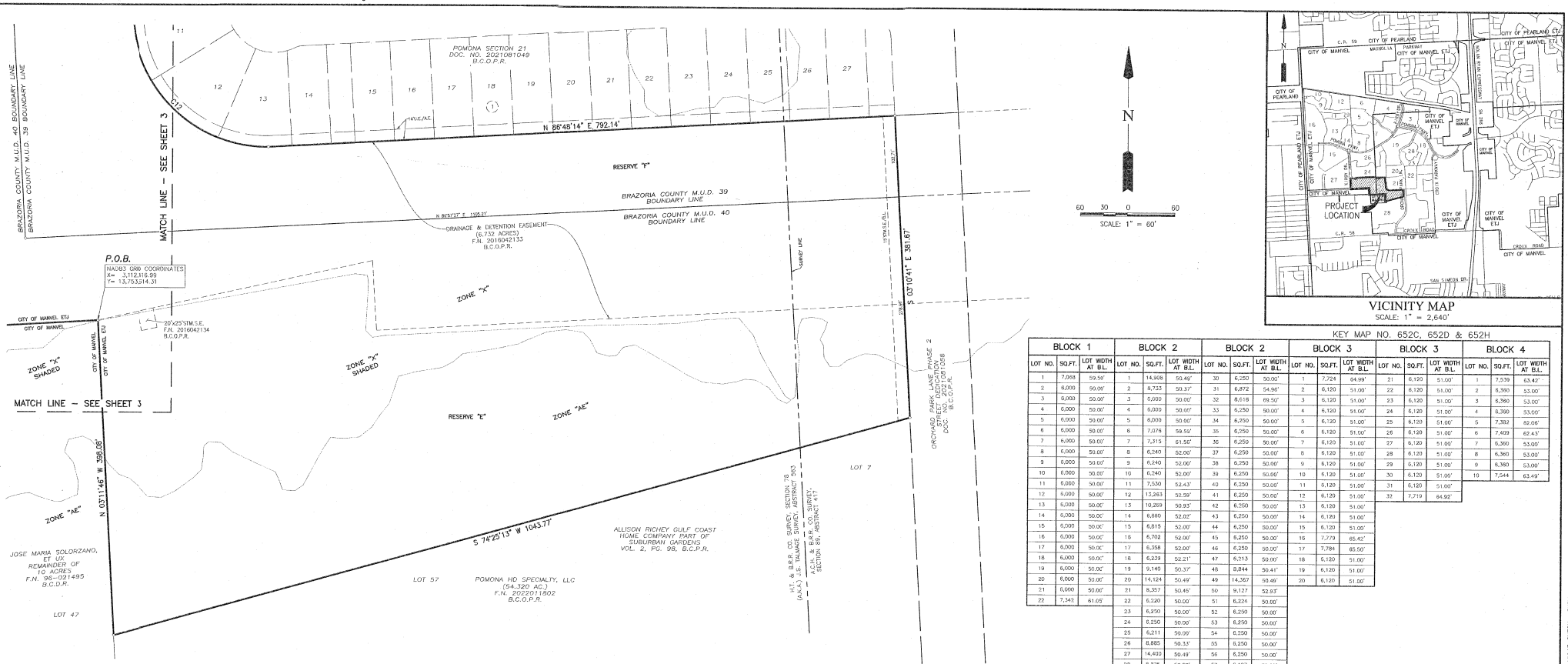
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Plotted: Nov. 27, 2023 - 8:12am
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M:\AR CHECK: SURV. DIR:



VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652C, 652D & 652H

BLOCK 1			BLOCK 2			BLOCK 2			BLOCK 3			BLOCK 3			BLOCK 4		
LOT NO.	SQ.FT.	LOT WIDTH AT B.L.	LOT NO.	SQ.FT.	LOT WIDTH AT B.L.	LOT NO.	SQ.FT.	LOT WIDTH AT B.L.	LOT NO.	SQ.FT.	LOT WIDTH AT B.L.	LOT NO.	SQ.FT.	LOT WIDTH AT B.L.	LOT NO.	SQ.FT.	LOT WIDTH AT B.L.
1	7,068	59.58'	1	14,908	50.49'	30	6,250	50.00'	1	7,724	64.99'	21	6,120	51.00'	1	7,539	63.42'
2	6,000	50.00'	2	8,733	50.37'	31	6,872	54.96'	2	6,120	51.00'	22	6,120	51.00'	2	8,360	53.00'
3	6,000	50.00'	3	6,000	50.00'	32	8,618	69.50'	3	6,120	51.00'	23	6,120	51.00'	3	8,360	53.00'
4	6,000	50.00'	4	6,000	50.00'	33	6,250	50.00'	4	6,120	51.00'	24	6,120	51.00'	4	8,360	53.00'
5	6,000	50.00'	5	6,000	50.00'	34	6,250	50.00'	5	6,120	51.00'	25	6,120	51.00'	5	7,382	62.06'
6	6,000	50.00'	6	7,076	59.59'	35	6,250	50.00'	6	6,120	51.00'	26	6,120	51.00'	6	7,409	62.43'
7	6,000	50.01'	7	7,315	61.58'	36	6,250	50.00'	7	6,120	51.00'	27	6,120	51.00'	7	6,360	53.00'
8	6,000	50.00'	8	6,240	52.00'	37	6,250	50.00'	8	6,120	51.00'	28	6,120	51.00'	8	6,360	53.00'
9	6,000	50.01'	9	6,240	52.00'	38	6,250	50.00'	9	6,120	51.00'	29	6,120	51.00'	9	6,360	53.00'
10	6,000	50.00'	10	6,240	52.00'	39	6,250	50.00'	10	6,120	51.00'	30	6,120	51.00'	10	7,544	63.49'
11	6,000	50.01'	11	7,530	52.43'	40	6,250	50.00'	11	6,120	51.00'	31	6,120	51.00'			
12	6,000	50.00'	12	13,263	52.59'	41	6,250	50.00'	12	6,129	51.00'	32	7,719	64.92'			
13	6,000	50.00'	13	10,269	50.93'	42	6,250	50.00'	13	6,120	51.00'						
14	6,000	50.00'	14	8,880	52.02'	43	6,250	50.00'	14	6,120	51.00'						
15	6,000	50.00'	15	6,815	52.00'	44	6,250	50.00'	15	6,120	51.00'						
16	6,000	50.00'	16	6,702	52.00'	45	6,250	50.00'	16	7,779	65.42'						
17	6,000	50.01'	17	6,358	52.00'	46	6,250	50.00'	17	7,784	65.50'						
18	6,000	50.00'	18	6,239	52.21'	47	6,213	50.00'	18	6,120	51.00'						
19	6,000	50.00'	19	9,140	50.37'	48	8,844	50.41'	19	6,120	51.00'						
20	6,000	50.00'	20	14,124	50.49'	49	14,367	50.49'	20	6,120	51.00'						
21	6,000	50.00'	21	8,357	50.45'	50	9,127	52.93'									
22	7,342	61.05'	22	6,220	50.00'	51	6,224	50.00'									
			23	6,250	50.00'	52	6,250	50.00'									
			24	6,250	50.00'	53	6,250	50.00'									
			25	6,211	50.00'	54	6,250	50.00'									
			26	8,885	50.33'	55	6,250	50.00'									
			27	14,400	50.49'	56	6,250	50.00'									
			28	8,825	50.58'	57	9,197	50.00'									
			29	6,216	50.00'												

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	101°04'22"	44.10'	N 47°17'11" E	38.60'
C2	545.00'	10°24'40"	99.03'	S 87°22'59" E	98.89'
C3	25.00'	89°20'18"	38.98'	S 47°55'59" E	35.15'
C4	1985.00'	1°35'33"	55.17'	S 01°04'08" E	55.17'
C5	1925.00'	0°16'02"	8.98'	N 01°43'54" W	8.98'
C6	25.00'	91°56'54"	40.12'	N 44°22'35" E	35.95'
C7	1897.00'	2°09'53"	71.67'	S 01°55'48" E	71.66'
C8	1407.00'	1°11'45"	29.36'	N 88°47'25" E	29.36'
C9	1800.00'	2°04'01"	64.93'	N 01°58'37" W	64.93'
C10	1500.00'	10°14'07"	267.96'	S 08°16'48" E	267.61'
C11	1500.00'	10°41'46"	280.03'	S 08°02'58" E	279.62'
C12	170.00'	90°08'46"	267.47'	S 45°46'23" E	240.72'
C13	55.00'	89°58'41"	86.37'	S 48°14'21" E	77.77'
C14	55.00'	89°58'41"	86.37'	S 48°14'21" E	77.77'
C15	55.00'	89°53'13"	86.29'	S 41°41'31" W	77.71'
C16	55.00'	90°06'47"	86.50'	N 48°18'21" W	77.88'
C17	55.00'	89°47'26"	86.19'	N 41°52'31" E	77.64'
C18	1955.00'	1°09'13"	39.36'	N 02°26'3 " W	39.36'
C19	25.00'	89°58'41"	39.26'	S 48°14'21" E	35.35'
C20	25.00'	89°47'26"	39.18'	N 41°52'31" E	35.29'
C21	1985.00'	1°09'13"	39.96'	N 02°26'3 " W	39.96'
C22	1925.00'	0°56'07"	31.42'	S 02°19'56" E	31.42'
C23	25.00'	22°25'14"	9.78'	S 14°00'39" E	9.72'
C24	60.00'	111°59'35"	117.28'	S 30°46'3 " W	99.48'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C25	25.00'	90°01'19"	39.28'	S 41°45'39" W	35.36'
C26	25.00'	89°58'41"	39.26'	S 48°14'21" E	35.35'
C27	60.00'	118°02'35"	123.62'	S 34°12'23" E	102.88'
C28	25.00'	28°03'58"	12.25'	S 10°46'58" W	12.12'
C29	60.00'	112°02'21"	117.33'	S 52°46'10" W	99.51'
C30	25.00'	22°09'08"	9.67'	N 82°17'13" W	9.61'
C31	25.00'	20°29'19"	8.94'	S 78°23'38" W	8.89'
C32	60.00'	131°05'06"	137.27'	N 48°18'24" W	109.23'
C33	25.00'	20°29'19"	8.94'	N 08°59'35" E	8.89'
C34	25.00'	89°58'41"	39.26'	N 48°14'21" W	35.35'
C35	25.00'	20°33'17"	8.97'	S 76°29'40" W	8.92'
C36	60.00'	131°05'16"	137.27'	N 48°14'21" W	109.23'
C37	25.00'	20°33'17"	8.97'	N 07°01'38" E	8.92'
C38	25.00'	90°01'19"	39.28'	N 41°45'39" E	35.36'
C39	25.00'	89°58'41"	39.26'	S 48°14'21" E	35.35'
C40	25.00'	90°01'19"	39.28'	S 41°45'39" W	35.36'
C41	25.00'	89°58'41"	39.26'	N 48°14'21" W	35.35'
C42	25.00'	90°01'19"	39.28'	N 41°45'39" E	35.36'
C43	25.00'	89°58'41"	39.26'	S 48°14'21" E	35.35'
C44	25.00'	89°53'13"	39.22'	S 41°41'36" W	35.32'
C45	25.00'	90°06'47"	39.32'	N 48°18'24" W	35.39'
C46	1500.00'	5°33'18"	145.43'	N 00°25'07" W	145.37'
C47	1200.00'	13°45'23"	288.11'	N 04°31'10" W	287.42'
C48	1800.00'	10°29'15"	329.48'	N 04°09'14" W	329.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 82°10'39" E	109.14'
L2	N 86°45'00" E	60.00'
L3	N 03°15'00" W	69.73'
L4	N 86°08'05" E	60.00'
L5	S 89°38'58" E	2.31'
L6	N 86°11'31" E	67.64'
L7	N 41°45'39" E	12.00'
L8	S 51°13'23" W	12.00'
L9	N 41°55'56" W	15.00'
L10	N 41°41'39" E	12.00'
L11	N 54°32'46" W	15.00'
L12	S 03°15'00" E	25.28'
L13	S 41°45'00" W	14.14'
L14	S 86°45'00" W	30.93'
L15	N 03°15'00" W	15.00'
L16	N 86°45'04" E	20.70'
L17	S 86°45'04" W	20.71'
L18	S 88°38'48" W	28.00'
L19	S 88°38'48" W	28.00'

POMONA DEVELOPMENT – LOT SUMMARY TABLE

LOT SIZES	40'x110'	42'x125'	45'x125'	50'x110'	50'x120'	55'x120'	60'x120'	60'x125'	65'x120'	65'x125'	70'x120'	75'x120'	80'x130'	TOTAL LOTS
SECTION 1	------	------	------	------	------	6 LOTS	------	------	7 LOTS	------	------	5 LOTS	------	18 LOTS
SECTION 2	------	------	------	------	------	------	------	------	99 LOTS	------	------	------	------	99 LOTS
SECTION 3	------	------	------	------	------	------	------	------	------	------	------	------	------	88 LOTS
SECTION 4	------	------	------	------	------	137 LOTS	------	------	------	------	------	48 LOTS	------	137 LOTS
SECTION 5	------	------	------	------	------	55 LOTS	------	------	26 LOTS	------	------	6 LOTS	------	81 LOTS
SECTION 6	------	------	------	107 LOTS	------	------	------	------	------	------	------	------	------	107 LOTS
SECTION 7	------	------	------	------	------	------	------	------	------	------	------	49 LOTS	------	49 LOTS
SECTION 8	------	------	------	------	------	------	------	------	59 LOTS	------	------	------	------	59 LOTS
SECTION 9	------	------	------	------	76 LOTS	------	------	------	------	------	------	------	------	76 LOTS
SECTION 10	------	------	------	78 LOTS	------	------	------	------	------	------	------	------	------	78 LOTS
SECTION 11	------	------	------	------	------	------	------	------	------	36 LOTS	------	------	------	36 LOTS
SECTION 12	------	------	------	------	74 LOTS	10 LOTS	------	------	------	------	------	------	------	84 LOTS
SECTION 13	------	------	------	------	------	------	70 LOTS	------	------	------	------	------	------	70 LOTS
SECTION 14	------	------	------	------	42 LOTS	------	------	------	------	------	------	------	------	42 LOTS
SECTION 15	------	------	------	------	------	------	------	------	------	------	50 LOTS	------	34 LOTS	84 LOTS
SECTION 16	------	------	------	------	118 LOTS	------	------	------	------	------	------	------	------	118 LOTS
SECTION 17	------	------	------	------	------	------	94 LOTS	------	------	------	------	------	------	94 LOTS
SECTION 18	------	------	------	------	2 LOTS	2 LOTS	7 LOTS	------	------	------	------	------	2 LOTS	13 LOTS
SECTION 19	------	------	------	------	------	------	------	------	------	------	39 LOTS	------	35 LOTS	64 LOTS
SECTION 20	------	------	------	------	------	61 LOTS	------	------	------	------	------	------	------	61 LOTS
SECTION 21	------	------	------	------	76 LOTS	------	------	------	------	------	------	------	------	76 LOTS
SECTION 22	------	------	------	------	------	------	17 LOTS	53 LOTS	------	------	------	------	------	70 LOTS
SECTION 23	------	------	------	------	------	------	4 LOTS	42 LOTS	------	------	------	------	------	46 LOTS
SECTION 24	------	------	------	------	------	100 LOTS	------	------	------	------	------	------	------	100 LOTS
SECTION 25	------	------	------	------	121 LOTS	------	------	------	------	------	------	------	------	121 LOTS
SECTION 26	------	------	------	------	------	51 LOTS	------	------	------	------	------	------	------	51 LOTS
SECTION 27	------	------	------	------	------	------	------	------	------	------	36 LOTS	------	57 LOTS	93 LOTS
SECTION 28	124 LOTS	58 LOTS	58 LOTS	------	------	------	------	------	------	------	------	------	------	240 LOTS
TOTAL LOTS	124 LOTS	58 LOTS	58 LOTS	185 LOTS	391 LOTS	469 LOTS	243 LOTS	95 LOTS	185 LOTS	36 LOTS	125 LOTS	108 LOTS	128 LOTS	2,213 LOTS

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MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

SHEET 4 OF 4

2024013916
Brazoria County – Joyce Hudman, County Clerk
04/03/2024 12:59 PM
Total Pages: 4
Fee: 422.00
Joyce Hudman

MYLAR CHECK: SURV: DIR:
Path: Y:\Projects\2149\4125\Survey\Mylar\Pomona25.dwg
Date: Thu, 27 Jun 2024 - 8:43am
Path/Name: C:\Users\vhercock\AppData\Local\Temp\AcPublish_8448\24-Pomona25.dwg

LJA ENGINEERING

1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

Memorandum

To: Brazoria County Municipal Utility District No. 40
c/o Ms. Angie Lutz, Allen Boone Humphries Robinson, LLP

From: Brian T. Edwards, PE BTE

Copy: TCEQ Regional Office (Houston)
Mr. Scott Wright, DFH Coventry, LLC
Mr. Russell Bynum, PE, Pomona Phase 6, LLC
Ms. Autumn Smith, Pomona Phase 6, LLC
Ms. Hannah J. Horsfield, PE, LJA Engineering, Inc.

Date: April 5, 2024

Re: Certificate of Completion
Construction of the Water, Sanitary Sewer and Drainage Facilities
And Paving and Appurtenances
To Serve Pomona Section 25
Brazoria County Municipal Utility District No. 40
City of Manvel ETJ, Brazoria County, Texas
LJA Job No. 2149-4125 (11.1)

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

If there are any questions, please do not hesitate to call me at 713.953.5118.

BTE/vr

Enclosure

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION

Name of Project: Construction of the Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to Serve Pomona Section 25

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

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

Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary Sewer, Drainage Facilities and Paving and Appurtenances; Job No. 2149-4125; KKS Environmental, LLC

Consulting Engineer LJA Engineering, Inc.
1904 West Grand Parkway North, Suite 120, Katy, Texas 77449

LJA Project Number: 2149-4125 (11.1)

I certify this Project was completed on April 1, 2024, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Brian T. Edwards, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the District.

Brian T. Edwards
(Signature)

Brian T. Edwards, PE, Vice President
(Name and Title)

4/5/24
(Date)

STATE OF TEXAS
BRIAN T. EDWARDS
105973
LICENSED PROFESSIONAL ENGINEER

Brian T. Edwards 4/5/24
(SEAL)

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

July 15, 2025

The Office of the County Engineer
Brazoria County
451 North Velasco St, Suite 230
Angleton, Texas 77515

Re: Water and Drainage Facilities and Paving
and Appurtenances to Serve Pomona Section 25
Brazoria County MUD No. 40
LJA Job No. 2149-4125 (6.1)

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Pomona Section 25. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Pomona Section 25 are as follows:

Hazel Berry Street	Length = 1175.80'	Paving Width = 28'	R.O.W. Width = 60'
Honeyberry Shrub Drive	Length = 1190.93'	Paving Width = 28'	R.O.W. Width = 60'
Maple Wood Drive	Length = 634.24'	Paving Width = 28'	R.O.W. Width = 60'
Lime Meadow Lane	Length = 368.47'	Paving Width = 28'	R.O.W. Width = 60'
Park Willow Drive	Length = 76.29'	Paving Width = 28'	R.O.W. Width = 60'
Fig Tree Lane	Length = 318.85'	Paving Width = 28'	R.O.W. Width = 60'
Bay Laurel Way	Length = 270.27'	Paving Width = 28'	R.O.W. Width = 60'

Should you have any questions or need any additional information concerning this project, please call me at 713.380.4425.

Sincerely,

Hannah J. Horsfield, PE
Project Manager

HJH/tw

Copy: Mr. Russell Bynum, Pomona Phase 6, LLC
Mr. Scott Wright, DFH Coventry, LLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **8/12/2025**

Interlocal Agreement with City of Angleton - Facility Use

Approve the attached Interlocal Agreement between Brazoria County and City of Angleton concerning use of the former Parks Department truck shed while the city rebuilds its maintenance facility.

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

Further, a copy of this Order be provided to Facilities Management.

INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, ANDTHE CITY OF ANGLETON, TEXAS, FOR USE OF COUNTY PROPERTY

This Interlocal Agreement (this "Agreement") is made effective as of the Effective Date (as defined below), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the "County"), and the CITY OF ANGLETON, TEXAS, acting through its Mayor (the "City"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Texas Government Code §791.011 authorizes the City to enter into an interlocal agreement with the County to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, City would like to utilize County facilities while the City constructs new facilities for its maintenance department; and

WHEREAS, County has the former Parks Department facilities located in City limits that would be available for use by the City; and

WHEREAS, the City Council of the City has authorized and approved this agreement Resolution _____ dated _____, 2025; and

WHEREAS, the Commissioners Court of the County has authorized and approved this agreement by Court Order No. _____ dated _____, 2025;

NOW, THEREFORE, the County and the City agree as follows:

1.1 City is hereby authorized to utilize the truck shed facility located at 313 W. Mulberry, Angleton, Texas and further identified in Exhibit A attached hereto until construction of the new maintenance facilities are completed.

1.2 City is responsible for any maintenance or repairs to the truck shed facility while it is being utilized by the City.

1.3 County Maintenance Director and the City Maintenance Director shall coordinate with each other regarding any matters of concern regarding use of the facility.

1.4 Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.

1.5 This Agreement shall commence on the Effective Date and shall terminate at such time as the City completes constructions and moves to its new facilities.

1.6 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid.

1.7 The parties expressly acknowledge and agree that no provision of this agreement is in any way intended to constitute a waiver by any party of any immunity from suit or liability that a party may have by operation of law. The City and the County retain all governmental immunities.

1.8 This Agreement shall not be assigned by either Party without the express written consent of the other Party.

1.9 This Agreement, including the exhibits, contains the entire agreement between the City and the County and fully supersedes all prior agreements and understandings between the City and the County pertaining to such transaction.

1.10 This Agreement cannot under any circumstance by modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the County.

1.11 The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

COUNTY:

BRAZORIA COUNTY, TEXAS

By: _____
L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

CITY:

THE CITY OF ANGLETON, TEXAS

By: _____
John Wright
Mayor

ATTEST:

By: _____
_____
City Manager

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **8/12/2025**

Out of State Travel

Approve out of state travel for the Floodplain Director to attend The American Shore and Beach Preservation Association ASBPA National Coastal Conference 2025 in Long Beach, California 90802 October 7-10, 2025

Registration for this event will be paid by the Brazoria County Shoreline Restoration Taskforce. All other funds for this expenditure have been approved by the FY 2025 Floodplain budget.

Request for Out of State Travel

Event: ASBPA National Coastal Conference 2025

When: October 7-10, 2025

Location: Long Beach, California 90802

Estimated Cost:

1. Registration $575.00
2. Travel (Air) $270.00
3. Hotel $900.00
4. Per Diem $200.00
5. Parking $100.00

Total $2,045.00

Thank you for your consideration

Joe

ASBPA NATIONAL COASTAL CONFERENCE 2025

Coasts on the Leading Edge: Bridging Science, Policy and Community

October 7-10, 2025
Long Beach, California

The American Shore and Beach Preservation Association, in partnership with the California Shore & Beach Preservation Association (CSBPA) Headwaters to Oceans (H2O) conference, is pleased to present this year's theme highlighting the multitude of coastal habitats and stakeholders in California, and along our nation's coasts.

The National Coastal Conference welcomes all coastal stakeholders and managers to learn the latest science, engineering, and policy needed to maintain and improve the health of our beachfront and estuarine shorelines and ecosystems. We will also have special sessions with our CSBPA H2O partners.

Conference Location: Long Beach is a coastal city and port in Southern California. The conference venue is the Westin Long Beach located at 333 East Ocean Blvd, LBC 90802.

ASBPA is dedicated to preserving, protecting and enhancing our coasts by merging science and public policy.



Conference Schedule:

Tuesday, Oct 7:
Coastal Zone Foundation Short Course

Wednesday, Oct 8 :
Plenary and Annual Meeting from 1:00-5:30 PM
Poster Session and Reception from 6:00-8:00 PM

Thursday, Oct 9:
Concurrent Sessions begin at 8:00 AM
Awards Luncheon
SNP Chapter hosted Beach Volleyball Tournament

Friday, Oct 10:
Concurrent Sessions begin at 8:00 AM
Conference ends at 12:30 PM
Field Trip from 1:00-5:00 PM

*Visit asbpa.org for registration details. Draft program is subject to change.

LEARN MORE. REGISTER. SPONSOR.

Registration Fees:

Before August 8	Member $525	NonMember $675
Before September 8	Member $575	NonMember $725
After September 8	Member $625	NonMember $775
Student Rate	Member $115	NonMember $145
Half-Day Short Course	$100	Student Short Course $50
Field Trip	$125	

Sponsorships:
The National Coastal Conference is made possible by the generous support of our sponsors. A wide variety of sponsor and exhibitor opportunities are available by visiting asbpa.org.

Contact:
Leslie and Brad Pickel managing@asbpa.org (843) 379-1005

Visit: https://asbpa.org/asbpa-national-coastal-conference-2025/



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **8/12/2025**

Lease Agreement - WIC

Approve the attached Extension of Lease Agreement between Rulica/Angleton, LLC d/b/a Central Brazoria County Business Park and Brazoria County on behalf of the WIC program.

County Judge is authorized to execute said Extension on behalf of the County.

FIRST EXTENSION OF LEASE AGREEMENT

THIS FIRST EXTENSION OF LEASE AGREEMENT (the "First Extension Agreement") is entered into by and between RULICA/ANGLETON, LLC a Texas limited liability company d/b/a Central Brazoria County Business Park, as "Landlord" and Brazoria County on behalf of Brazoria County WIC as "Tenant".

R E C I T A L S:

WHEREAS, by Lease Agreement dated September 22, 2020 Landlord leased to Tenant and Tenant leased from Landlord for the rental and the terms and conditions set forth therein, approximately 1,463 square feet of Net Rentable Area (the "Leased Premises") as outlined on Exhibit A of the Lease Agreement in the office building situated on the tract or parcel of land outlined on Exhibit "B" of the Lease Agreement (both exhibits being incorporated herein for all purposes by this reference);

WHEREAS, the term of the Lease Agreement, as provided in the Lease Agreement ("Original Term") expires as of October 31, 2025; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease Agreement, subject to the terms and provisions of this First Extension Agreement;

NOW, THEREFORE, this instrument:

W I T N E S S E T H

1.
FIRST EXTENDED TERM

Landlord and Tenant do hereby agree that the term of the Lease Agreement, which expires as of October 31, 2025 is hereby extended for an additional period of twelve (12) full calendar months (the "First Extended Term"). The First Extended Term shall commence effective on November 01, 2025 and shall terminate at midnight on October 31, 2026 unless sooner terminated pursuant to the terms and provisions of the Lease Agreement. After the expiration of the First Extended Term, the Lease Agreement shall automatically renew for four (4) additional and successive but distinct one (1) year terms. Notwithstanding the preceding, either party may terminate the Lease Agreement at the end of any then current one (1) year term by providing written notice to the other party of its intent to terminate at least thirty (30) days prior to the expiration of the then current one (1) year term, where if written notice is provided pursuant to this section said termination shall become effective upon the expiration of the then current one (1) year term. Effective November 01, 2025, all references in the Lease Agreement to the phrase "Lease Term", "Term of this Lease" or "Term" shall refer to the period which encompasses both the Original Term provided by the Lease Agreement and the First Extended Term provided by this First Extension Agreement. All terms and provisions of the Lease Agreement, as amended or modified hereby, shall apply during the First Extended Term except as expressly provided herein.

2.
RENT

A. Base Rent. As Base Rent for the Lease and use of the Demised Premises during the First Extended Term, Tenant will pay Landlord, at the time and in the manner presently provided in the Lease Agreement for the payment of Base Rent, the following amounts per month, monthly, in advance, for each month comprising the First Extended Term:

1. Beginning on November 01, 2025 and extending through October 31, 2030, the sum of $2,560.25 per month;

3.
MISCELLANEOUS

All of the terms and provisions of this First Extension Agreement shall become effective immediately upon the full and complete execution of this instrument by all parties hereto, and shall

terminate, upon the expiration of the First Extended Term, or the earlier termination or cancellation thereof. Paragraph captions and subparagraph headings are for convenient reference only, and shall have no legal effect.

All terms and provisions of the Lease Agreement not otherwise modified by this First Extension Agreement shall remain in full force and effect, according to the terms thereof. The parties hereto hereby ratify and confirm the Lease Agreement, as modified and amended by the terms of this First Extension Agreement.

The provisions of this First Extension Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall not otherwise alter any restriction contained within the Lease Agreement concerning assignment and subletting by Tenant.

EXECUTED in multiple counterparts, each of which shall have the full force and effect of an original, on the _____ day of _____, 2025. Signed counterparts of this instrument may be delivered by facsimile and electronic mail, and such reproductions will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

LANDLORD:

RULICA/ANGLETON, LLC, a Texas limited liability Company d/b/a **CENTRAL BRAZORIA COUNTY BUSINESS PARK**

By: _____
Name: Mike Latimer
Title: Manager

TENANT:

BRAZORIA COUNTY ON BEHALF OF BRAZORIA COUNTY WIC

By: _____

Name: L.M. “Matt” Sebesta, Jr.
Title: Brazoria County Judge
ADDRESS: 237 East Locust, Suite 401
Angleton, Texas 77515

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **8/12/2025**

Donation from Brazosport College

That, pursuant to Texas Local Government Code §81.032, on behalf of Brazoria County Juvenile Justice Department, the Court accepts a donation from Brazosport College consisting of exercise equipment which is beneficial to the Department.

County Judge is hereby authorized to sign any documents necessary to complete the donation upon final review by the District Attorney's Office.

Further that a copy of this Order be delivered to the Juvenile Justice Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **8/12/2025**

Acceptance of Gift

That, pursuant to Texas Local Government Code §81.032, on behalf of the County Library System, the Court accepts the donation of a drill to be placed in the Library of Things, and it will be circulated for use by the public.

Further, a copy of this Order be provided to the Library System.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **8/12/2025**

Professional Service Agreement for Museum Exterior Restoration Project

Approve a Professional Service Agreement with Hutson|Gallagher of Austin, Texas in the amount of $249,391.80 for architectural-engineering and reimbursable fees for the Museum's exterior restoration project.

In addition, the project will utilize funds from the department's approved Fiscal Year 2025 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

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 Hutson Gallagher LLC, 1206 Quail Park Drive, Austin, Texas 78758, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to enter into a professional services contract as it relates to additional Architectural-Engineering Services for Brazoria County Historical Museum-Exterior Rehabilitation Project, hereinafter called the "Project"

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

fully, timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

8.01 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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. The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants.

8.03 The Consultant will provide complete copies of all Instruments of Service to include drawings, specifications, and other relevant material necessary for the construction, use, maintenance, alteration, and addition to the Project upon completion of construction.

8.04 The Consultant grants to the County an irrevocable, nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the County substantially performs its obligations under this Agreement, including prompt payment of all sums due. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted under this section permits the County to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the County's consultants and

separate contractors, to reproduce applicable portions of the Instruments of Service, solely and exclusively for use in performing services or construction for the Project.

8.05

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: **Consultant:**

Brazoria County Historical Museum
100 E. Cedar
Angleton, Texas 77515
ATTN: Jackie Haynes, Director
Email: director@bchm.org
Phone: 979-864-1209

Hutson Gallagher, LLC
1206 Quail Park Drive
Austin, TX 78758
ATTN: Tracy Hirschman Hutson
Email: tracy@hutsongallagher.com
Phone: 512-960-0013

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based

solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

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

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

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

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Hutson|Gallagher, LLC

a Texas company

By: _____

Name: Tracy Hirschman Hutson

Title: President

Date: August 6, 2025

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

INSERT PROPOSAL AND SCHEDULE

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]* _____

Hutson|Gallagher, LLC

a Texas company

By: _____

Name: Tracy Hirschman Hutson

Title: President

Date: August 6, 2025

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

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.37. **8/12/2025**

Utilize BuyBoard Cooperative Contract for Auctioneering Services

Approve the utilization of BuyBoard contract 708-23 for “Auctioneering Services” for the County’s surplus online auctions with the following vendors at a commission rate of six percent (6%).

- Rene Bates Auctioneering of Mckinney, Texas
- Lemon Auctioneering, LLC of Tomball, Texas

The renewal term shall be September 1, 2025 to August 31, 2026.

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

July 15, 2025

Sent via email to: lori@onlinepros.com

Lori Campbell
Lemons Auctioneers, LLP.
18810 Juergen Road
Tomball, TX 77377

Re: Auction Services
BuyBoard Contract 708-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Auction Services, Contract 708-23, for which the current term is set to expire August 31, 2025. At this time, the BuyBoard is renewing your contract through August 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by: TML TASAV

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

July 15, 2025

Sent via email to: sheryl@renebates.com

Sheryl Bates
Rene Bates Auctioneers, Inc.
4660 County Road 1006
McKinney, TX 75071

Re: Auction Services
BuyBoard Contract 708-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Auction Services, Contract 708-23, for which the current term is set to expire August 31, 2025. At this time, the BuyBoard is renewing your contract through August 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by: TML TASAV

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **8/12/2025**

Renew ITB #23-74 Battery Consignment

Approval to renew “ITB #23-74 Battery Consignment” with the following vendor for the third (3rd) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on September 10, 2025.

- Interstate Batteries of Houston, Houston, Texas

In addition, the following charge will be added to the contract as per the attached:

- Tariff charge of $2.00 per battery

The renewal term shall be September 11, 2025 to September 10, 2026.

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

ITB#23-74 BATTERY CONSIGNMENT

ITEM NO.	COUNTY ID	BCI#	DESCRIPTION	VNDRITM #	BRAND	0 DEG CCA	32 DEG CA	RES MINS	WARRANTY MONTHS	PRICE	STATE FEE	EXT.PRICE	PROPOSED PRICE	% OF INCREASE
1	1897	4DLT	BATTERY, 12V, 4DLT, TRUCK, TRACTOR, BCI 4DLT	4-DLT-VHD	Interstate	860	1075	235	6	$178.43	$3.00	$181.43		
2	1934	U1L	BATTERY, 6V / 12V, U1L, GARDEN TRACTOR	SP-35	Interstate	250	310	25	6	$52.95	$3.00	$55.95		
3	1900	8D	BATTERY, 12V, 8D2, TRUCK, TRACTOR, BCI 8D	M-8D	Interstate	1125	1405	335	6	$176.29	$3.00	$179.29		
4	1904	75	BATTERY , 12V, 75-60, AUTOMOTIVE, BCI 75	M-75	Interstate	550	685	80	18	$80.81	$3.00	$83.81		
5	1905	65	BATTERY , 12V, 65-72, AUTOMOTIVE, BCI 65	MT-65	Interstate	675	845	130	24	$111.31	$3.00	$114.31		
6	1906	65	BATTERY, 12V, 65-60, AUTOMOTIVE, BCI 65	M-65	Interstate	650	810	130	18	$80.81	$3.00	$83.81		
7	1908	58	BATTERY, 12V, 58-60, AUTOMOTIVE, BCI 58	M-58	Interstate	500	575	80	18	$80.81	$3.00	$83.81		
8	1911	31	BATTERY, 12V, HD31, MARINE, BCI 31M	SRM-31	Interstate	675	MCA 845	210	12	$117.26	$3.00	$120.26		
9	1912	31	BATTERY, 12V, XHD-31,TRUCK, TRACTOR, BCI 31	31-MHD	Interstate	950	1190	195	18	$118.96	$3.00	$121.96		
10	1913	31	BATTERY, 12V, HD31C, TRUCK, TRACTOR, BCI 31	PF-31S-7	Interstate	1000	1200	180	12	$90.05	$3.00	$93.05		
11	1914	31	BATTERY, 12V, HD31P, TRUCK, TRACTOR, BCI 31	PF-31P-7	Interstate	1000	1200	180	12	$90.05	$3.00	$93.05		
12	1916 1917	29H (30H)	BATTERY, 12V, 30H, TRUCK, TRACTOR, BCI 29H(30H)	M-30H	Interstate	650	810	160	6	$101.60	$3.00	$104.60		
13	1932	27	BATTERY, 12V, 27-72, AUTOMOTIVE, BCI 27	M-27	Interstate	700	875	135	18	$80.81	$3.00	$83.81		
14	1924	78	BATTERY, 12V, 78-72, AUTOMOTIVE, BCI 78	M-78	Interstate	680	850	120	18	$80.81	$3.00	$83.81		
15	1925 1901 1910	75U 78U 34	BATTERY, 12V, 34/78 72, LIGHT DUTY TURCK, VAN (EXTS, HEAVY DUTY) BCI 75U; 34	MTP-78DT	Interstate	800	1000	115	30	$121.21	$3.00	$124.21		
16	1930	4/5D	BATTERY, 6V, 4/5D, TRUCK, TRACTOR, BCI 4/5D	4-XHD	Interstate	1000	1250	295	6	$99.41	$3.00	$102.41		
17	1935		BATTERY, 4D, 12V	M-4D	Interstate	970	1210	295	6	$149.34	$3.00	$152.34		
18	1936		BATTERY, 70/71-60 QB GAS, 12V, GOLF CART	GC12-HCL-UTL	Interstate	N/A	280	70	12	$213.32	$3.00	$216.32		
19	1937		BATTERY, T-105 / QB ELECTRIC, 6V, GOLF CART	GC2-HCL-UTL	Interstate	N/A	383	105	12	$123.44	$3.00	$126.44		
20	1938		BATTERY, T-185, SLP & CM ELECTRIC, 8V, GOLF CART	GC8-HCL-UTL	Interstate	N/A	295	117@56A	12	$146.12	$3.00	$149.12		
21	7896		BATTERY, MTP-65-MEGA-TRON PLUS 85 MO	MTP-65HD	Interstate	850	1000	150	30	$124.06	$3.00	$127.06		
22	7897		BATTERY, 36R-72 (USE IN FORD TAURUS)	MTP-34R	Interstate	800	1000	110	30	$121.51	$3.00	$124.51		
23	7898		BATTERY, 75-72 (USE IN CHEVY MALIBU)	MT-75	Interstate	650	810	93	24	$111.31	$3.00	$114.31		
24	9144		BATTERY, 94R-CS	MTP-94R/H7	Interstate	800	985	130	30	$124.06	$3.00	$127.06		
25	9015		BATTERY, 12V, 48/91, AUTOMOTIVE, BCI 48	MTP-48/H6	Interstate	730	910	115	30	$124.06	$3.00	$127.06		
26	9575		BATTERY, 12V, MTP-49/H8, MEGA TRON PLUS	MTP-49/H8	Interstate	730	910	175	30	130.86	$3.00	$133.86		
27	9738		BATTERY, 12V, MTX-48/H6	MTX-48/H6	Interstate	760	950	120	18	195.26	$3.00	$198.26		
28	9739		BATTERY, 12V, MTX-94R/H7	MTX-94R/H7	Interstate	850	1000	140	18	195.26	$3.00	$198.26		
29	9740		BATTERY, 12V, 921-S	921-S	Interstate			443	6	243.56	$3.00	$246.56		

ITEM NO.	COUNTY ID	BCI#	DESCRIPTION	VNDRITM #	BRAND	0 DEG CCA	32 DEG CA	RES MINS	WARRANTY MONTHS	PRICE	STATE FEE	EXT.PRICE	PROPOSED PRICE	% OF INCREASE
30	9493		STATE RECYCLING FEE	ADD A LINE TO THE REQUISITION TO INCLUDE THE TOTAL NUMBER OF BATTERIES.							$3.00			
			TARIFF CHARGE	ADD A LINE TO THE REQUISITION TO INCLUDE THE TARIFF CHARGE PER BATTERY.									$2.00	

4/1/25: Executive Order on Tariffs – Task Force in Action

1 min read

Team,

We're closely tracking the recent executive order enacting tariffs on the automotive industry.

The White House has not released what specific product categories will be included, how it will be enforced, and clear effective dates. However, automotive parts are included in the initial Fact Sheet issued by the White House, and our products are likely to be impacted.

We have a cross functional task force of IB Support Team Members and external experts to evaluate the potential impact to the System as details emerge. We're also working closely with our supplier partners to mitigate impact where possible, although with the magnitude of this executive order, currently, we don't know if we're going to be able to hold pricing constant.

This situation will evolve and change frequently as clarity is provided to our industry. Rest assured; we're closely monitoring developments and working through this complexity so you can remain focused on serving your customers well.

We're committed to providing regular updates as needed to keep you informed.

4/9/25: Tariff Price Adjustment: Where We Stand and What's Next

1 min read

We understand the impact of the recently announced tariffs are top of mind for you. This situation is fluid, and we continue to be in active discussions with our suppliers, trade counsel and other third-party experts to fully understand the implications of these changes and options we have to respond.

We continue to assess supply chain impacts, gather competitive intelligence, analyze customer behavior in the market and understand the administrative policy impact. This will help us make informed and thoughtful decisions on how to respond as a System. We appreciate your patience as we navigate this complex situation.

Through this analysis, **it's clear that a price adjustment will be necessary**. While we continue to work through the details, it is likely to also be dynamic – meaning that adjustments may come at different times as information becomes clearer and more actionable.

What we do know is when we're clear on our response to these market dynamics, **we will need to move quickly to implement the price adjustment in the market and our intent is do so with as much notice as is possible.**

We know this is a challenging time, and we're committed to partnering with you as the situation continues to evolve. We also remain committed to regular and transparent communication to keep you informed.

5/30/25: Tariff Update: No Immediate Impact from Recent Court Rulings

1 min read

We're aware of this week's court rulings regarding U.S. tariffs and are closely tracking the potential impact on our operations. Given the stay issued on the ruling, there is no immediate change to our tariff impact while the appeal process takes place.

Current Status

These court rulings apply only to IEEPA tariffs which, as of May 30, 2025, remain in effect while the appeals process continues. These rulings do not affect Section 232 tariffs specific to automobiles and automobile parts or Section 301 tariffs, both of which remain in place as previously established.

We're actively engaged with industry partners to monitor developments as this situation evolves.

What to Expect

This potential tariff change and subsequent appeals process will take time to resolve through the courts. We expect a period of volatility as IEEPA tariff authority is challenged and in light of the Trump Administration's stated effort to explore application of alternative tariff authorities to maintain their current stated goals.

We're closely monitoring the situation and are committed to providing you with up-to-date details and guidance as available, so you can remain focused on serving your Customers well.

Frequently Asked Questions

Q: What makes this Price Adjustment different from others?

A:

- **For NAC, WDJ, and RILD:** this price adjustment no different. Distributors should manage the communication of this price adjustment under normal guidelines.
    - The tariff-related pricing is already included in the account price, so the **Tariff Surcharge should not be applied**.
    - Distributors are responsible for communicating the changes to **Distributor-Billed NAC, RILD, and WDJ accounts**.
- **For ILD:** Distributors have the ability to use the **Surcharge function in Jericho** to help expedite the implementation of this price adjustment.
    - Please note: This surcharge is for traditional ILD customers only and should not be communicated to any NAC, WDJ or RILD account. If you have applied or previously had in place, a Surcharge to a NAC, WDJ, RILD in Jericho please remove immediately.

Q: When do the NAC price adjustments take effect, and how will they impact my subsidy?

A: NAC price adjustments began on **June 1** and will continue as permitted by individual contract terms. **SNAP profit targets will remain unchanged.** Your subsidy will begin to recalculate based on the updated account pricing at the time the adjustment is applied.

Please note: Subsidy a**djustments related to changes in COD** will have a **15-day delay** to account for the distributor's inventory position.

Q: What happens if tariffs are removed?
A: We are continuing to actively monitor the situation. We will reevaluate pricing and make pricing changes as needed and feasible.

Q: What market trends have we observed, and how do they relate to this adjustment?
A: We've seen notable shifts across major APRs and battery wholesalers.

Q: Can IB leverage this situation as a competitive advantage?
A: Absolutely. Our proposed increase is more modest than what we're seeing in the

broader market. This positions us favorably, especially when engaging with dealers whose partners rely on international supply chains.

Q: What justifies the price increase?
A: Most of our current suppliers are subject to the new tariffs. We have evaluated tariffs at a product line evaluating new sources of supply where possible, but immediate costs are unavoidable. Due to confidentiality restrictions, we are unable to share specific cost information.

Q: Will National Accounts receive tariff-related adjustments?
A: Yes, similar adjustments are being applied to National Accounts, with timing based on contractual terms. Subsidies will be recalculated to reflect changes in COD and/or account pricing, to maintain SNAP profit currently in effect.

Q: Will all SKUs and product segments have the same surcharge?
A: While the tariff impact varies on parts based on a number of factors, for simplicity, a flat surcharge applies across all SKUs, apart from the L&G SKUs listed below, which will incur a $2 surcharge.

SP-18	SP-35R
SP-22F	SP-40
SP-22NF	SP-45
SP-30	SP-70
SP-30R	M-U1LH
SP-35	PF-U1LH

Q: Is the surcharge line in Jericho taxable?
A: Yes, the surcharge is subject to tax.

Q: What if the surcharge puts a large dealer at risk?
A: While we believe this adjustment strengthens our competitive position, we're committed to retaining business. Please coordinate with your BC and the Deal Desk Team for support.

Q: What about U.S.-made products?
A: Even if a battery is assembled in the U.S., many of its components are sourced internationally and are subject to tariffs.

Q: Should NAC customers receive a surcharge?
A: No. For RILD (including HD Pallet & Generator Programs), WDJ, and National Accounts, we'll adjust the account price instead of applying a separate surcharge.

***Q: What happens with* programs? i.e. OPP G31, Sports & Rec, Deal Desk, etc...**
A: Yes, the surcharge is applicable to all traditional ILD sales programs. However, RILD programs—such as the HD Pallet and Generator programs—will have pricing managed directly at the account level.

Q: How does the Tariff apply to free-replacement warranty swaps?

A: It works similarly to other price adjustments, with a few key points:

- The adjustment is built into your base COD, which increases your ILO discount.
- The tariff surcharge only applies to new battery purchases, so a tariff line item would not populate for free warranty replacements.
- The handheld system dynamically calculates the adjustment based on the current retail price listed on InterstateBatteries.com. If the calculated adjustment exceeds the dealer's cost, it is capped at that published retail price.

Q: If my Auto surcharge is $5.00 and my L&G surcharge is $2.00, how can I apply this in Jericho?

A: Jericho does not currently support applying different surcharges based on battery type. Surcharge settings are controlled at the dealer level and can only be toggled on or off.

Possible implementation options:

1. **Use Surcharge B** for dealers that primarily sell L&G batteries, and **Surcharge A** for all other dealers.
2. **Apply a percentage-based surcharge** for dealers with a high volume of L&G sales.
3. **Manually adjust pricing** at the account level to reflect the appropriate surcharge.
4. **Point of Sale Adjustment** by utilizing the handheld to modify the ticket for L&G SKUs.

Dear Valued Customer,

Interstate Batteries will be taking a price action in direct response to rising costs and external pressures in the market.

Effective June 1, 2025, prices will increase by the following amounts based on tariff impact:

- Lawn & Garden: $2.00
- All other SLI: $4.52

We stand firm in our commitment to serve you well with the outrageous dependability you have come to expect from Interstate. This not only applies to our service promise, but also to the method with which we approach these market challenges.

Sincerely,



Ben Facer
Senior Vice President, Commercial

Dear Valued Partner,

I'm writing to you today to share important information regarding an upcoming Tariff price adjustment, effective June 1st, 2025. We understand that price changes can be challenging, and we want to be as transparent as possible about the reasons behind this necessary step.

Understanding the Impact of Trade Policy

As you may be aware, recent shifts in U.S. trade policy have significantly increased costs across the entire automotive industry. Specifically, the implementation of Section 232 tariffs (25% on automotive parts), along with a reciprocal 10% tariff, has impacted Interstate Batteries since mid-April. While we have worked diligently to absorb these increased costs, we've reached a point where an adjustment is required across our entire customer base.

Our Commitment to You

Please know that our commitment to providing you with the Outrageous Dependability you've come to expect from Interstate Batteries remains unwavering. This applies not only to our products and service promise but also to how we approach these market challenges. We are doing everything possible on our end to absorb as much of the impact as we can, and this adjustment is a direct response to these rising external pressures.

What This Means for You

For your convenience, please see below for the additional cost per battery. These new prices will remain in effect until further notice.

Lawn & Garden: $2.00

All other SLI (auto, marine, commercial): $4.52

We are actively and closely monitoring the dynamic nature of these tariff impacts and the evolving trade landscape. We remain committed to transparency and partnership as we navigate these changes together.

Questions and Continued Partnership

We truly value your continued support and understanding as we navigate these industry-wide shifts. If you have any questions or would like to discuss this further, please don't hesitate to reach out. We are here to help.

IBS of Houston – 713-747-9970 – ib4179mg@ibsa.com – Michael.dixon@ibsa.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **8/12/2025**

Renew RFP #22-83 Monitoring of County Fire Alarm Systems

Approval to renew “RFP #22-83 Monitoring of County Fire Alarm Systems” with Summit Fire & Safety LLC of Pasadena, Texas for the fourth (4th) year of a five (5) year contract, per the terms and conditions and pricing of the current contract which is set to expire on September 21, 2025.

The renewal term shall be September 22, 2025 to September 21, 2026

Further, expenditures will be funded by the Fire Marshal’s annual fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **8/12/2025**

Renew RFP #24-14 Drug and Alcohol Testing Services for CSCD

On behalf of the Brazoria County Community Supervision and Corrections Department (CSCD), renew “RFP #24-14 Drug and Alcohol Testing Services for CSCD” to Employee Screening Services of Missouri, LLC dba Tomo Drug Testing of Springfield, Missouri per the terms, conditions and pricing of the current contract which is set to expire on August 31, 2025.

The renewal term shall be September 01, 2025 to August 31, 2026.

In addition, add the following items to the contract, as per the attached

- POCT Cups at $4.00 each
- Specimen Validity Test at $5.75

Further, Dr. Gregory Dillon, Adult Probation Director, has been authorized to sign any and all documents necessary to execute said agreement(s) on behalf of the Brazoria County Community Supervision and Corrections Department (CSCD) per Court Order 6.Y.2 dated December 13, 2022.

EXHIBIT K: Modification of Contract #2

Contract: FY2024-25 (Group 4 "Other Non-Treatment Services") between **Brazoria County CSCD** and **Employee Screening Services of Missouri LLC, dba TOMO Drug Testing**
Modification #2 (the Agreement)
Date Modification Issued: 07/23/2025
Effective Date of Modification: 07/23/2025

Name and Address of Vendor:
Employee Screening Services of Missouri LLC, dba TOMO Drug Testing
2055 S. Stewart Avenue
Springfield, MO 65804

Issued by: **Brazoria County CSCD**
P.O. Box 1300
Angleton, TX 77515

Authority for Modification: **Employee Screening Services of Missouri LLC, dba TOMO Drug Testing** and **Brazoria County CSCD** desire to further modify the parties' agreement referenced above effective as of 7/1/2024, and now being modification #2 effective 7/23/2025:

- *Under Local Government Code § 140.003, an adult probation office, aka a community supervision and corrections department (CSCD), "purchases items in accordance with the same procedures and subject to the same requirements applicable to a county under Subchapter C, Chapter 262" of the Local Government Code.*

SCOPE of Modification:
Upon agreement of the parties, Section 1.2 Vendor Rates shall be modified per the attached Addendum, to include POCT cups to be utilized by CSCD staff at $4.00 each, and testing of specimen validity. Further modification includes, effective date of the contract and any subsequent modifications ("Agreement") is hereby extended through CSCD FY26 ending August 31, 2026.

BRAZORIA COUNTY CSCD:	Vendor: **Employee Screening Services of Missouri LLC, dba TOMO Drug Testing**
Represented by:	**Represented by:**
DR. GREGORY DILLON **Director**	Angela Garrison **Signature**
Date Signed: 07/28/2025	**Print name:** Angela Garrison, President **Date Signed:** 07 / 23 / 2025

EXHIBIT K: Modification of Contract #2 - ADDENDUM

1.2 VENDOR RATES VENDOR agrees to the following rates for services as set forth in its RFP Original Submission (attached as Exhibit A-1) as well as Best and Final Offer ("BAFO") (attached as Exhibit A-2)

SERVICE	Price per Unit of Service for Screening Tests *(based on 2200 samples /month)*	Price per Unit of Service for Confirmation

URINALYSIS (In-House Screening)	Price per Specimen	
Using all specified protocols, specimen collection and screening with a 14-panel POCT cup including the following drugs: Amphetamine, Benzodiazepines, Buprenorphine, Cocaine, EtG, Fentanyl, K2, Methadone, Methamphetamine, MDMA, Opiates, Oxycodone, THC, and Tramadol.	$16.00	
URINE LAB CONFIRMATION TESTS *(only after INDIVIDUAL fails to admit usage)*		Price per Assay
Confirmation of a non-negative screening for these assays: **Amphetamine, Benzodiazepines, Cocaine, EtG, Methadone, Methamphetamine, MDMA, Opiates, Oxycodone, THC, and Tramadol**		$15.00
Confirmation of a non-negative screening for these assays: **Buprenorphine, Fentanyl, K2, Carisoprodol**		$25.00
Specimen Validity test, being confirmation of screening results indicated as dilute or showing visible signs of dilution. To be used for DWI and Drug Specialty Court samples with a SG of less than 1.003 otherwise, only upon CSCD specific request.		$5.75
Urine Specialty Panels		
Comprehensive Panel – Screen Only** *(Detects >600 brand name prescription drugs, illicit drugs & EtG)*	$60.00	$20.00 per drug
Designer Stimulants (Bath Salts) (includes confirmation)	$40.00	$0.00 (included)
Fentanyl – Premium Panel (29 drugs, includes confirmation)	$40.00	$0.00 (included)
Steroid Testing (includes confirmation)	$65.00	$0.00 (included)
Synthetic Marijuana (K2/Spice) - Premium Panel	$40.00	$0.00 (included)
Transdermal: 5-panel sweat patch, includes confirmation (COC, AMP/METH, THC, PCP, OPI)	$85.00 / patch	$0.00 (included)
Urine Specialty Drugs by GC-MS or LC-MS/MS only:	Price per Specimen	Confirmation Price
Ambien (Zolpiderm)		$15.00
Dextromethorphan		$15.00
Expanded Cannabinoids Confirmation (Includes Delta-8 and Delta-9 THC Identification)		$18.00
Gabapentin/Pregabalin		$15.00

GHB		$25.00
Ketamine		$25.00
Naloxone	$27.00	$0.00 (included)
PCP		$15.00
Tianeptine	$27.00	$0.00 (included)
Tricyclic Antidepressants (7 drugs)		$15.00
Xylazine	$20.00	
Mitragynine (Kratom)	$ 9.00	$30.00
ORAL FLUIDS (In-House Screen)	Price per Test	
Instant 10 Panel Oral Fluid Test including the following drugs: Amphetamine, Benzodiazepines, Buprenorphine, Cocaine, Fentanyl, Methamphetamine, Opiates, Oxycodone, PCP, THC	$18.00	
ORAL FLUID LAB CONFIRMATION TESTS ***(only after INDIVIUAL fails to admit usage)***		Price per Assay
Confirmation of a non-negative screening for standard drug assays: *Including Amphetamines (includes Methamphetamine and MDMA), Benzodiazepines, Cocaine, Marijuana (THC), Opiates, Oxycodone, PCP*		$20.00 per standard drug
Confirmation of non-negative screening for specialty drug assays: *Including Buprenorphine and Fentanyl*		$25.00 per specialty drug
Oral Fluid Synthetic Cannabinoids (K2/Spice) GC-MS or LC-MS/MS		$25.00
Oral Fluid Add-on EIA screen only for LAB testing (standard drugs) *Including Ethanol Alcohol (does not include ETG), Barbiturates, Methadone,* • *Screen Add-on Drug cannot be standalone,* ***must be added to a lab test***	$0.50/Standard EIA screen add-on	$20.00 per drug
Oral Fluid Add-on EIA screen only for LAB testing (specialty drugs) *Including Buprenorphine, Tramadol* • *Screen Add-on Drug cannot be standalone,* ***must be added to a lab test***	$1.50 per Specialty EIA screen add-on	$25.00 per drug

Other Services:		
Instant Cup Only - 14-panel POCT cup, to be utilized by CSCD staff, including the following drugs: Amphetamine, Benzodiazepines, Buprenorphine, Cocaine, EtG, Fentanyl, K2, Methadone, Methamphetamine, MDMA, Opiates, Oxycodone, THC, and Tramadol	$4.00 per cup	
In-Person Witness Court Testimony	$800.00/day plus travel	
Virtual Courtroom Testimony	Included at no charge	
Web-based drug testing management system including: • Online results viewing including designated responsible parties • Automated randomization • Test scheduling with IVR call-in and web check-in options • Web-based collections • Statistical reporting	Included at no charge	
Other support including Interface development, toxicology support services and training for CSCD employees. Consultation Sessions	Included at no charge	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
YWU5N-YYNGE-XD7SV-NZGMZ

DOCUMENT COMPLETED BY ALL PARTIES ON
23 JUL 2025 21:37:57 UTC

SIGNER	TIMESTAMP	SIGNATURE
ANGELA GARRISON EMAIL ANGELAGARRISON@YOURDRUGTESTING.COM	SENT 23 JUL 2025 21:37:09 UTC VIEWED 23 JUL 2025 21:37:34 UTC SIGNED 23 JUL 2025 21:37:57 UTC	 IP ADDRESS 75.98.105.245 LOCATION SPRINGFIELD, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 JUL 2025 21:37:34 UTC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41. **8/12/2025**

Change Order No. 2 for RFP #25-23 Generators for the Sheriff's Office

Approve the expenditure for Change Order No. 2 for "RFP #25-23 Generators for the Sheriff's Office" to McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc. of Houston, Texas, in the amount of $17,863.42 as per the attached.

In addition, expenditures will utilize funds remaining in the Fund 52100-2018 Certificates of Obligation.

Brazoria County
Construction Change Order No.2

PROJECT INFORMATION:		DESCRIPTION OF REVISED WORK:
PROJECT NAME & NO:	RFP #25-23 Generators for the Sheriff's Office	Change order is for tariff fees for generator engine parts and a bond fee increase due to the tariff costs.
AWARD AMOUNT:	$1,307,869.00	

NEW/REVISED PLAN SHEETS ATTACHED/NUMBERED:
N/A

CHANGE IN CONTRACT AMOUNT:			CHANGE IN CONTRACT TIME:		
PREV CUMULATIVE C.O. CHANGE:	$	1,361,869.00	ORIGINAL TIME:	125	days
CHANGE DUE TO THIS C.O.:	$	17,863.42	PREVIOUS CUMULATIVE CHANGE:	140	days
TOTAL CHANGE IN CONTRACT AMT:	$	1,379,732.42	CHANGE DUE TO THIS C.O.:		days
TOTAL PERCENT CHANGE:		5.49%	TOTAL WORKING DAYS:	265	days

"By signing this Change Order, the Contractor agrees to waive any and all claims for additional compensation due to any and all other expenses: additional changes for time, overhead and profit; or loss of compensation as a result of this charge and that this agreement is made in accordance with the contract involved. By signing below, each signer is acknowledging that are an authorized representative for the organization involved."

Wayne Berkenmeier 07-17-25
Vice President Special Projects
Contractor Date

N/A
Architect (If Applicable) Date

County Construction Manager Date

7-17-25
County Project Manager Date

County Purchasing Director Date

DESCRIPTION	UNIT	UNIT PRICE	AMOUNT THIS C.O.
Tariff fees for engine parts for the three generators purchased and bond fee increase due to the tariff fee.	LOT	$ 17,863.42	$17,863.42

*New Items added by this C.O.

TOTAL CHANGE ORDER AMOUNT $17,863.42

March 7, 2025

Notice Regarding Tariff & Price Increase Adjustments

At Taylor Power Systems, we are committed to providing you with high-quality, American-made generators while maintaining transparency in our pricing. Due to recent changes in U.S. tariff policies affecting imported materials and components, we may be required to adjust our pricing to reflect these additional costs. These tariffs, imposed under Section 301 of the Trade Act of 1974 and other trade measures, impact a range of goods critical to generator manufacturing, including certain steel, aluminum, and electronic components sourced internationally.

These tariffs, ranging up to 25% on specific goods as of recent updates, directly influence the cost of raw materials and parts not fully sourced domestically. While Taylor Power Systems proudly manufactures in Mississippi, certain specialized components remain subject to global supply chains. Should these tariff-related cost increases apply to your order, we reserve the right to pass along the additional expense as a surcharge, calculated based on the affected component costs at the time of invoicing. We will provide detailed documentation of any such adjustments to ensure full transparency.

To preserve the Quality and Craftsmanship that you expect from Taylor, we reserve the right to apply a surcharge for unforeseen increased cost in raw materials and major components, pass-through any incurred cost due to new tariffs, and/or adjust any freight quotes to this order at time of delivery.

We are actively working to mitigate these impacts through domestic sourcing where feasible and appreciate your understanding as we navigate this evolving trade environment. For questions or to discuss how this may affect your specific quotation, please contact your Taylor Power Systems representative.

Zach Taylor

Director of Taylor Power Systems, Inc.

From: Wayne Berkenmeier
To: Casey Greathouse
Cc: Chad Jones; Gerald Hendrick
Subject: [EXTERNAL] Tariff Charges added for PO - 29542 - BC Sheriff"s Office
Date: Monday, July 7, 2025 2:37:13 PM
Attachments: image001.png
Notice Regarding Tariff Adjustments 2025.docx

Good afternoon. I receive notices from generator vendors now on an almost weekly basis letting me know that my price that I agreed to pay them for equipment has increased due to the tariff's that the current Presidential administration has put into place since the equipment was ordered. See below regarding the increase in cost for the (3) generators that we have on order for our current project with Brazoria County. I have sent emails just like this to all other customers over the last month and every one of them has reviewed the situation with their attorney and they have agreed to pay the additional costs. I respectfully as that we get reimbursed from Brazoria County as well. The following is what I ask that we be paid:

Tarriff cost: $17,427.42
Mark UP: $0
Increase in the cost of our bond: $435.69
TOTAL: $17,863.11

This cost is not something I will ask to be paid for until the generators have been delivered, and I have to pay for them.

Pleas let me know your thoughts.

Thank you

Wayne Berkenmeier
Vice President
Special Projects
McDonald Municipal & Industrial (MM&I)
Tel 713-921-1368
Fax 713-928-2569
Cell 713-202-4887
wayneb@mcdonaldinc.com

From: John Silvi <jsilvi@taylorpower.com>
Sent: Wednesday, July 2, 2025 8:26 AM
To: Wayne Berkenmeier <wayneb@mcdonaldinc.com>
Subject: Tariff Charges added for PO - 29542 - BC Sheriff's Office

Tariff Fees – Order 29542 – BC Sheriff's Office

As you know, we are all aware of the multiple tariff issues the current administration is implementing.

These additional costs are out of our hands and have to be added to certain projects affected by them.

Most of this for Taylor Power, is coming from engine manufacturers such as PSI, who sources items from Korea, China and Japan.

All of these countries have tariff percentages applied when the item hits our U.S. Port.

The percentage has been fluctuating and whatever it happens to be that day, is the amount applied to that item.

This being said. We have the following amounts that will be applied as a separate line item on your invoice when this project is completed and invoiced.

This dollar amount comes from each of the three engines on this project.

Amount of Tariff per generator - $5809.14 x 3 = $17,427.42.

The amount is the actual amount charged, no additional tax or margin is applied.

I apologize for the inconvenience.

Thank you for your help.

John F. Silvi
Regional Sales Manager

Phone: 346-226-0830
Cell: 713-822-2816
Email: jsilvi@taylorpower.com

4466 Genoa Red Bluff Road
Pasadena, TX 77505

www.taylorpower.com

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42. **8/12/2025**

Change Order No. 2 for RFP #22-43 Generator Service and Emergency Rental

Approve Change Order No. 2 for “RFP #22-43 Generator Service and Emergency Rental” with Marine Connection Services, Inc. dba Power Field Services of Dickenson, Texas in order to amend the pricing for generator maintenance at the Emergency Operation Center (EOC) as per the attached, annual cost of $2,538.00.

Further, expenditures will be funded by Facilities Management’s annual fiscal year budget.

Power Field Services

1555 FM 517 west Dickinson TX 77539
jay@powerfieldservices.com
(Phone) 281-337-7683
(Fax) 281-337-7684

June 6, 2025

Brazoria County Facilities Maintenance

Summary

Emergency generator maintenance.

Location: EOC
Model : 450kw
Summary:

1) Level 1, Full Maintenance--$1861.
2) Level 2, Quarterly Inspection--$667.

ANNUAL COST: $2528.

Clarifications: Billed as service is completed. Work scheduled during normal business hours, except as noted.
Additional services, repairs & parts to be billed at the applicable rates and prices.

****

Prices do not include Federal, State or Local taxes which may be applicable. Prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be billed separately.

BY: Laura Havis
Power Field Services

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.43. **8/12/2025**

Renew ITB #23-22 Oils and Lubricants

Approval to renew “ITB #23-22 Oils and Lubricants” with the following vendors for an additional six (6) month period per the terms and conditions of the current contract which is set to expire on September 27, 2025.

Renew with a price increase to the following vendor as per the attached.

- Atlantic Petroleum & Mineral Resources, Inc. of Houston, Texas.

In Addition, renew with a price decrease to the following vendor as per the attached.

- Blender Direct of Houston, Texas.

The renewal term shall be September 28, 2025 to March 27, 2026.

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

23-22 Summary

Approval to renew with a price increase of 5% for “ITB #23-22 Oils and Lubricants” to Atlantic Petroleum & Mineral Resource, Inc., as per the attached.

The price increase is due to a suppler increase passed down to the vendor. This is the first time the vendor has requested an increase since being awarded the contract. As the vendor is only asking for what the increase cost will be the proposed increase is appropriate.

Approval to renew with a price decrease of 1.31% -10.74% to Blender Direct of Houston, Texas, as per the attached.

The attached Producer Price Index report supports an overall decrease of 2.98%.

Atlantic Petroleum
Powering Business & Industry

May 20th, 2025

To Our Valued Customers,

Please be advised that due to market increases in raw materials, most major oil companies and private blenders have announced price increases on finished lubricants. Many of the announced increases will be effective within the next 30 days or sooner.

As a Distributor, Atlantic Petroleum is also impacted by announced price increase of up to 5% on all finished lubricants. Therefore, AP will institute a price increase on all Shell products as well as other finished lubricants that fall within our distributor portfolio effective June 20th, 2025.

We continue to strive to bring you value added products, services, and programs designed to enhance your operational effectiveness and overall profitability. Please consult with your sales or customer service representative for advice on managing your inventory levels in advance of the increase and for specific increase amount.

We sincerely appreciate your business and look forward to a long and mutually beneficial partnership. Please feel free to contact your Sales Consultant if you have any questions regarding the price increase.

Best Regards,

Kevin Usai
Senior Vice President
ATLANTIC PETROLEUM

SOPUS Products
P.O. Box 4427
Houston, TX 77210-4427

May 1, 2025

Dear Shell Contracted Distributor,

Effective June 1, 2025, Global Lubricants will be implementing a price increase of up to 5% on contracted finished lubricant products. This increase is being initiated in response to an increase in costs across Base Oils, Additives and Packaging. Please note:

- Orders received after the standard local order cutoff time on May 31, 2025, will receive the new pricing.

- Orders must be for standard customer pickup. The requested delivery date cannot exceed the normal lead time for any item on the order.

You will receive a full list of affected products and their revised prices via your Indirect Channel Account Manager. We thank you for your continued business and support.

Best regards,

Bree Sandlin

Bree Sandlin - North America Marketing GM

ITB #23-22 Oils & Lubricants	Item ID	Estimated Qty & UOM	RESPONDENT'S NAME	Atlantic Petroleum & Mineral			
			ADDRESS	1445 North Loop West Frwy			
				Houston Tx, 77008			
Contract Term:			QUOTED BY:	Anthony Ndah			
9/28/25 to 3/27/25			TELEPHONE NUMBER:	713-223-2767			
			FAX NUMBER:	713-2235797			
						Proposed Price Increase	% of Increase
#1-1 - OIL, AVIATION, SINGLE GRADE, ASHLESS, 100, 50 WT, 4 CYCLE CERTIFIED AIRCRAFT RECIPROCATING PISTON ENGINE AeroShell W 100 Plus	2951	Case		MFG NAME	Shell		
				MFG#	550041165		
				PACKAGING (UOM)	6/1 gal Case		
				VENDOR			
				Total Cost	$84.68	$88.49	5%
#1-11 - OIL, AVIATION, PREMIUM, ASHLESS, 80, 40 WT - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell W 80	2954	Case		MFG NAME	Shell		
				MFG#	550041162		
				PACKAGING (UOM)	12/1 gal Case		
				VENDOR			
				Total Cost	$156.31	164.1255	5%
#1-15 - OIL, AVIATION, MULTIGRADE, ASHLESS, 15W50 - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell 15W-50	9359	Case		MFG NAME	Shell		
				MFG#	550041165		
				PACKAGING (UOM)	6/1 gal Case		
				VENDOR			
				Total Cost	$85.24	89.502	0.05
							0.05
#1-16 - OIL, AVIATION, PREMIUM, ASHLESS, 100, 50 WT- FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell 100	6661	Case		MFG NAME	Shell		0.05
				MFG#	550041164		0.05
				PACKAGING (UOM)	6/1 gal Case		0.05
				VENDOR			
				Total Cost	$78.34	82.257	0.05
							0.05
#1-24 - BRAKE FLUID, HYDRAULIC, DOT 3	9471	Case		MFG NAME	Preston		0.05
				MFG#	AS402Y		0.05
				PACKAGING (UOM)	6/1 qt case		0.05
				VENDOR			
				Total Cost	$138.76	145.698	0.05
							0.05
#1-25 - BRAKE FLUID, HYDRAULIC, DOT	2974	Case		MFG NAME	Lucas Oil		0.05
				MFG#	3267911		0.05
				PACKAGING (UOM)	12/1 qt case		0.05
				VENDOR			
				Total Cost	$123.90	130.095	0.05
							0.05
#1-27 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	2975	55 Gal Drum		MFG NAME	Valvoline		0.05
				MFG#	VV289234		0.05
				PACKAGING (UOM)	55 gal drum		0.05
				VENDOR			
				Total Cost	$454.90	477.645	0.05
							0.05
#1-28 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	9472	5 Gal Pail					0.05
							0.05
							0.05
							0.05
							0.05
#1-30 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	2976	Case		MFG NAME	Shell		0.05
				MFG#	550041164		0.05
				PACKAGING (UOM)	6/1 gal Case		0.05
				VENDOR			
				Total Cost	$78.34	82.257	0.05
							0.05
#1-32 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	9473	Gal		MFG NAME	Valvoline		0.05
				MFG#	VV289228		0.05
				PACKAGING (UOM)	1 GAL		0.05
				VENDOR			
				Total Cost	$7.93	8.3265	0.05
							0.05

#1-33 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**9474**	**5 Gal Pail**		MFG NAME	Valvoline		0.05
				MFG#	VV289229		0.05
				PACKAGING (UOM) VENDOR	5 GAL		0.05
				Total Cost	$69.23	72.6915	0.05
							0.05
#1-35 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**2978**	**Case**		MFG NAME	Valvoline		0.05
				MFG#	VV289237		0.05
				PACKAGING (UOM) VENDOR	6/1 GAL		0.05
				Total Cost	$73.51	77.1855	0.05
							0.05
#1-37 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**9475**	**Gal**		MFG NAME	Shellzone ELC 5050		0.05
				MFG#	BULK		0.05
				PACKAGING (UOM) VENDOR	1 GAL		0.05
				Total Cost	$8.12	8.526	0.05
							0.05
#1-38 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**9476**	**5 Gal Pail**		MFG NAME	Shellzone ELC 5050		0.05
				MFG#	9401006021		0.05
				PACKAGING (UOM) VENDOR	5 GAL		0.05
				Total Cost	$49.98	52.479	0.05
							0.05
#1-39 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**7427**	**Case**		MFG NAME	Shellzone ELC 5050		0.05
				MFG#	9401006056		0.05
				PACKAGING (UOM) VENDOR	6/1 GAL		0.05
				Total Cost	$101.39	106.4595	0.05
							0.05
#1-42 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**2981**	**55 Gal Drum**		MFG NAME	Shellzone ELC 5050		0.05
				MFG#	9401006089		0.05
				PACKAGING (UOM) VENDOR	55-GAL DRUM		0.05
				Total Cost	$648.43	680.8515	0.05
							0.05
#1-43 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**9477**	**5 Gal Pail**		MFG NAME	VALOLINE		0.05
				MFG#	719009		0.05
				PACKAGING (UOM) VENDOR	5 GAL		0.05
				Total Cost	$249.26	261.723	0.05
							0.05
#1-43 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**9735**	**5 Gal Pail**		MFG NAME	CHEVRON		0.05
				MFG#	227811486		0.05
				PACKAGING (UOM) VENDOR	5 GAL		0.05
				Total Cost	$249.26	261.723	0.05
							0.05
#1-47 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50	**9478**	**5 Gal Pail**					0.05
							0.05
							0.05
							0.05
							0.05
#1-48 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50	**9479**	**5 Gal Pail**					0.05
							0.05
							0.05
							0.05
							0.05
#1-50 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**2984**	**Case**		MFG NAME	CHEVRON		0.05
				MFG#	227811497-6pk		0.05
				PACKAGING (UOM) VENDOR	6/1 Gal- CASE		0.05
				Total Cost	$126.10	132.405	0.05
							0.05
#1-58 - GREASE, LUBRICANT,	**3023**	**16 Gal**					0.05
							0.05

MULTIPURPOSE, LITHIUM SOAP	3023	Keg (EA)					0.05
							0.05
							0.05
#1-63 - GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	3024	Case					0.05
							0.05
							0.05
							0.05
							0.05
#1-72 - OIL, CIRCULATING, HIGH PERFORMANCE Heat Transfer Oil	3055	Gal					0.05
							0.05
							0.05
							0.05
							0.05
#1-77 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 80W90 Spirax HDGA	7950	Case		MFG NAME	SHELL		0.05
				MFG#	550043590		0.05
				PACKAGING (UOM) VENDOR	12/1 QT CASE		0.05
				Total Cost	$93.46	98.133	0.05
							0.05
#1-78 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	3062	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-79 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	3063	5 Gal Pail					0.05
							0.05
							0.05
							0.05
							0.05
#1-82 - OIL, GEAR, SYNTHETIC, 80W140	7058	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-84 - OIL, GEAR, SYNTHETIC, 80W140	3066	5 Gal Pail					0.05
							0.05
							0.05
							0.05
							0.05
#1-85 - OIL, GEAR, SYNTHETIC, 80W140	7057	16 Gal Keg (EA)		MFG NAME	MARATHON		0.05
				MFG#	MO334		0.05
				PACKAGING (UOM) VENDOR	16-GAL KEG		0.05
				Total Cost	$736.91	773.7555	0.05
							0.05
#1-87 - OIL, GEAR, MULTIPURPOSE, SYNTHETIC, EXTENDED WARRANTY, HEAVY DUTY, 75W90	3069	5 Gal Pail					0.05
							0.05
							0.05
							0.05
							0.05
#1-94 - OIL, MARINE, 2 CYCLE	3101	Case		MFG NAME	Marathon		0.05
				MFG#	M0295		0.05
				PACKAGING (UOM) VENDOR	12/16oz case		0.05
				Total Cost	$63.07	66.2235	0.05
							0.05
#1-95 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3106	Gal					0.05
							0.05
							0.05
							0.05
							0.05
#1-96 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3107	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-100 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3109	Case					0.05
							0.05
							0.05
							0.05
							0.05
#1-102 - OIL, MOTOR, LIGHT	7429	Gal					0.05
							0.05

DUTY, GAS ENGINE, 10W30	7429	Gal					0.05
							0.05
							0.05
#1-103 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3111	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-107 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3113	Cases		MFG NAME	SHELL		0.05
				MFG#	550045146		0.05
				PACKAGING (UOM) VENDOR	6/1 qt case		0.05
				Total Cost	$73.16	76.818	0.05
							0.05
#1-111 - OIL, MOTOR, MULTIGRADE, HEAVY DUTY, DIESEL ENGINE, 15W40	3117	Gal					0.05
							0.05
							0.05
							0.05
							0.05
#1-115 - OIL, MOTOR, T MULTIGRADE SAE 15W-40 (USE IN ALL AGE VEHICLES)	7430	Gal					0.05
							0.05
							0.05
							0.05
							0.05
#1-116 - OIL, MOTOR, T MULTIGRADE SAE 15W-40 (CK-4),(USE IN ALL AGE VEHICLES)	7431	Case					0.05
							0.05
							0.05
							0.05
							0.05
#1-119 - OIL, MOTOR, HEAVY DUTY, HIGH TEMP, 20W50 HFORMULASHELL 20W-50	3158	Cases		MFG NAME	Marathon		0.05
				MFG#	M0521		0.05
				PACKAGING (UOM) VENDOR	12/1 qt case		0.05
				Total Cost	$69.33	72.7965	0.05
							0.05
#1-125 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20 FORMULASHELL 5W20	7433	Gal/Bulk					0.05
							0.05
							0.05
							0.05
							0.05
#1-130 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20	3155	Case					0.05
							0.05
							0.05
							0.05
							0.05
#1-131 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W30	3164	Cases					0.05
							0.05
							0.05
							0.05
							0.05
#1-135 - OIL, TRANSMISSION AND DRIVE TRAIN, 50 SPIRAX S4CX50	3203	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-141 - POWER STEERING FLUID, GM CHRYSLER FORMULASHELL	3210	Case		MFG NAME	MOPAR		0.05
				MFG#	68088485AA		0.05
				PACKAGING (UOM) VENDOR	12/12oz / Case		0.05
				Total Cost	$131.01	137.5605	0.05
							0.05
#1-142 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	3216	Gal/Bulk					0.05
							0.05
							0.05
							0.05
							0.05
#1-143 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	3217	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-144 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD	3218	5 Gal Pail					0.05
							0.05

HYDRAULIC FLUID, OFFROAD EQUIP	3218	5 Gal Pail					0.05
							0.05
							0.05
#1-147 - OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	3221	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-148 - OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	3223	5 Gal Pail					0.05
							0.05
							0.05
							0.05
							0.05
#1-151 - OIL, TRANSMISISON FLUID, CAR LIGHT DUTY TRUCK MERCON / DEXRON-III	3230	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
#1-155 - OIL, TRANSMISSION FLUID, FORD, AUTOMATIC TRANS AUTOMATIC TRANSMISSION	3239	5 GAL Pail					0.05
							0.05
							0.05
							0.05
							0.05
#1-159 - OIL, TRANSMISSION FLUID, CONDITIONER Brand: BG ATC+	3266	Case					0.05
							0.05
							0.05
							0.05
							0.05
#1-160 - OIL, MOTOR, SUPPLEMENT, GUMONT ENGINE FLUSH	7942	Case					0.05
							0.05
							0.05
							0.05
							0.05
#1-161 - 2-CYCLE OIL	3185	Case		MFG NAME	Marathon		0.05
				MFG#	M0295		0.05
				PACKAGING (UOM) VENDOR	12/1 qt case		0.05
				Total Cost	$67.45	70.8225	0.05
							0.05
OIL, MOTOR 5W-30 FULL SYNTHETIC	9494	Case					0.05
							0.05
							0.05
							0.05
							0.05
OIL, MOTOR SHELL ROTELLA T5 10W-30 SYNTHETIC BLEND	9495	Case		MFG NAME	Shell		0.05
				MFG#	550045130		0.05
				PACKAGING (UOM) VENDOR	6/1 gal Case		0.05
				Total Cost	$204.32	214.536	0.05
							0.05
OIL, TRANSMISSION, SYNTHETIC, LUBRISTRONG,ATF,RED	9518	55 Gal Drum					0.05
							0.05
							0.05
							0.05
							0.05
TRANSMISSION FLUID, SYNTHETIC 50, ATF, RED	9711	Case		MFG NAME	Marathon		0.05
				MFG#	M1629		0.05
				PACKAGING (UOM) VENDOR	45078		0.05
				Total Cost	$88.91	93.3555	0.05
							0.05
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, RED	9712	Case		MFG NAME	Actifull		0.05
				MFG#	ACTF0876		0.05
				PACKAGING (UOM) VENDOR	3/1 gal		0.05
				Total Cost	$122.18	128.289	0.05
							0.05
DEF (Diesel Exhaust Fluid) Blue Sky 2.5 GAL Jugs/ 2 Per case per Pallet	9693	Case					0.05
							0.05
							0.05
							0.05
							0.05

API-SAE 0W-20 Engine Oil	**9713**	**Case**		MFG NAME	Marathon		0.05
				MFG#	#0524		0.05
				PACKAGING (UOM) VENDOR	1 Case/ (4) 1 Gal Jug		0.05
				Total Cost	$152.08	159.684	0.05
						0	0.05
AEROSHELL W100	**9730**	**Case**		MFG NAME	SHELL		0.05
				MFG#	550050832		0.05
				PACKAGING (UOM) VENDOR	1 Case/ (6) 1 QTS		0.05
				Total Cost	$152.08	159.684	0.05
							0.05
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, GREEN	**9734**			MFG NAME	VISCOSITY		0.05
		Case		MFG#	73341738		0.05
				PACKAGING (UOM) VENDOR	4/1 gal CASE		0.05
				Total Cost	$143.11	150.2655	

ITB #23-22 Oils & Lubricants Contract Term: 9/28/25 to 3/27/26	Item ID	Estimated Qty & UOM	RESPONDENT'S NAME ADDRESS QUOTED BY: TELEPHONE NUMBER: FAX NUMBER:	Blender Direct PO BOX 96728 Houston Tx, 77213 Rahila Abagero 281-497-5700 832-634-1000	Proposed Price Increase	% of Price Increase
#1-1 - OIL, AVIATION, SINGLE GRADE, ASHLESS, 100, 50 WT, 4 CYCLE CERTIFIED AIRCRAFT RECIPROCATING PISTON ENGINE	2951	Case				
#1-11 - OIL, AVIATION, PREMIUM, ASHLESS, 80, 40 WT - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES	2954	Case				
#1-15 - OIL, AVIATION, MULTIGRADE, ASHLESS, 15W50 - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES	9359	Case				
#1-16 - OIL, AVIATION, PREMIUM, ASHLESS, 100, 50 WT- FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES	6661	Case				
#1-24 - BRAKE FLUID, HYDRAULIC, DOT 3	9471	Case				
#1-25 - BRAKE FLUID, HYDRAULIC, DOT	2974	Case				
#1-27 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	2975	55 Gal Drum				
#1-28 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	9472	5 Gal Pail		MFG NAME: Valvoline MFG#: VV289229 PACKAGING (UOM) VENDOR: 5 gal Total Cost: $65.90		
#1-30 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	2976	Case				
#1-32 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	9473	Gal				
#1-33 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	9474	5 Gal Pail				
#1-35 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	2978	Case				
#1-37 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-	9475	Gal				

MIXED 50/50, ORANGE Dex-Cool Extended Life	9475	Gal					
#1-38 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life	9476	5 Gal Pail					
#1-39 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life	7427	Case					
#1-42 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	2981	55 Gal Drum					
#1-43 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	9477	5 Gal Pail					
#1-43 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	9735	5 Gal Pail					
#1-47 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	9478	5 Gal Pail		MFG NAME	SYNTHEX		
				MFG#	P-SAF906		
				PACKAGING (UOM) VENDOR			
				Total Cost	$41.09		
#1-48 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	9479	5 Gal Pail		MFG NAME	Synthex		
				MFG#	SAF906		
				PACKAGING (UOM) VENDOR	5-GAL PAIL		
				Total Cost	$49.00		
#1-50 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50	2984	Case					
#1-58 - GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	3023	16 Gal Keg (EA)		MFG NAME	SYNTHEX		
				MFG#	K-SXG999		
				PACKAGING (UOM) VENDOR			
				Total Cost	$329.00		
#1-63 - GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	3024	Case		MFG NAME	SYNTHEX		
				MFG#	C-SXG999		
				PACKAGING (UOM) VENDOR	10 / 10 oz TUBE PER CASE		
				Total Cost	$29.50		
#1-72 - OIL, CIRCULATING, HIGH PERFORMANCE Heat Transfer Oil	3055	Gal		MFG NAME	Synthex		
				MFG#	SXG307		
				PACKAGING (UOM) VENDOR	55-GAL DRUM		
				Total Cost	$542.90		
#1-77 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 80W90 Spirax HDGA	7950	Case					

#1-78 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	**3062**	**55 Gal Drum**	
#1-79 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	**3063**	**5 Gal Pail**	
#1-82 - OIL, GEAR, SYNTHETIC, 80W140	**7058**	**55 Gal Drum**	
#1-84 - OIL, GEAR, SYNTHETIC, 80W140	**3066**	**5 Gal Pail**	
#1-85 - OIL, GEAR, SYNTHETIC, 80W140	**7057**	**16 Gal Keg (EA)**	
#1-87 - OIL, GEAR, MULTIPURPOSE, SYNTHETIC, EXTENDED WARRANTY, HEAVY DUTY, 75W90	**3069**	**5 Gal Pail**	
#1-94 - OIL, MARINE, 2 CYCLE	**3101**	**Case**	
#1-95 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	**3106**	**Gal**	
#1-96 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	**3107**	**55 Gal Drum**	
#1-100 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	**3109**	**Case**	
#1-102 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	**7429**	**Gal**	

MFG NAME	Synthex		
MFG#	SXG307		
PACKAGING (UOM) VENDOR	55-GAL DRUM		
Total Cost	$579.75	517.5	-10.74

MFG NAME	SYNTHEX		
MFG#	P-SXG307		
PACKAGING (UOM) VENDOR			
Total Cost	$66.55		

MFG NAME	SYNTHEX		
MFG#	D-SGE303		
PACKAGING (UOM) VENDOR			
Total Cost	$715.60	$668.85	-6.53

MFG NAME	SYNTHEX		
MFG#	P-SGE303		
PACKAGING (UOM) VENDOR			
Total Cost	$78.20		

MFG NAME	SYNTHEX		
MFG#	P-SGE301		
PACKAGING (UOM) VENDOR			
Total Cost	$76.85		

MFG NAME	SYNTHEX		
MFG#	B-SXF207		
PACKAGING (UOM) VENDOR			
Total Cost	$8.95		

MFG NAME	SYNTHEX		
MFG#	D-SXF207		
PACKAGING (UOM) VENDOR			
Total Cost	$552.25	$545.00	-1.31

MFG NAME	SYNTHEX		
MFG#	C-SXF207		
PACKAGING (UOM) VENDOR	4/ 1 GAL		
Total Cost	$46.50		

MFG NAME	SYNTHEX		
MFG#	B-SXP012		
PACKAGING (UOM) VENDOR			

				Total Cost	$7.50	$6.96	-7.2
#1-103 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3111	55 Gal Drum		MFG NAME	SYNTHEX		
				MFG#	D-SXP012		
				PACKAGING (UOM)			
				VENDOR			
				Total Cost	$472.50	$442.80	-6.29
#1-107 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3113	Cases					
#1-111 - OIL, MOTOR, MULTIGRADE, HEAVY DUTY, DIESEL ENGINE, 15W40	3117	Gal		MFG NAME	SYNTHEX		
				MFG#	B-SXF207		
				PACKAGING (UOM)			
				VENDOR			
				Total Cost	$8.95		
#1-115 - OIL, MOTOR, T MULTIGRADE SAE 15W-40 (USE IN ALL AGE VEHICLES)	7430	Gal		MFG NAME	SYNTHEX		
				MFG#	B-SXF207		
				PACKAGING (UOM)			
				VENDOR			
				Total Cost	$8.95		
#1-116 - OIL, MOTOR, T MULTIGRADE SAE 15W-40 (CK-4),(USE IN ALL AGE VEHICLES)	7431	Case		MFG NAME	SYNTHEX		
				MFG#	C-SXF207		
				PACKAGING (UOM)			
				VENDOR			
				Total Cost	$46.50		
#1-119 - OIL, MOTOR, HEAVY DUTY, HIGH TEMP, 20W50 HFORMULASHELL 20W-50	3158	Cases					
#1-125 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20 FORMULASHELL 5W20	7433	Gal/Bulk		MFG NAME	Synthex		
				MFG#	SXP010		
				PACKAGING (UOM)	gal/ bulk		
				VENDOR			
				Total Cost	$7.50	$6.96	-7.2
#1-130 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20	3155	Case		MFG NAME	SYNTHEX		
				MFG#	Q-SXP010		
				PACKAGING (UOM)	12/1 QTS		
				VENDOR			
				Total Cost	$30.94		
#1-131 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W30	3164	Cases		MFG NAME	SYNTHEX		
				MFG#	Q-SXP011		
				PACKAGING (UOM)	12/1 QTS		
				VENDOR			
				Total Cost	$30.94		
#1-135 - OIL, TRANSMISSION AND DRIVE TRAIN, 50 SPIRAX S4CX50	3203	55 Gal Drum		MFG NAME	SYNTHEX		
				MFG#	D-SXD507		
				PACKAGING (UOM)			
				VENDOR			
				Total Cost	$624.60		
#1-141 - POWER STEERING FLUID, GM CHRYSLER FORMULASHELL	3210	Case					

#1-142 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3216**	**Gal/Bulk**	
#1-143 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3217**	**55 Gal Drum**	
#1-144 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3218**	**5 Gal Pail**	
#1-147 - OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	**3221**	**55 Gal Drum**	
#1-148 - OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	**3223**	**5 Gal Pail**	
#1-151 - OIL, TRANSMISISON FLUID, CAR LIGHT DUTY TRUCK MERCON / DEXRON-III	**3230**	**55 Gal Drum**	
#1-155 - OIL, TRANSMISSION FLUID, FORD, AUTOMATIC TRANS AUTOMATIC TRANSMISSION FLUID MERCON V	**3239**	**5 GAL Pail**	
#1-159 - OIL, TRANSMISSION FLUID, CONDITIONER Brand: BG ATC+	**3266**	**Case**	
#1-160 - OIL, MOTOR, SUPPLEMENT, GUMONT ENGINE FLUSH	**7942**	**Case**	
#1-161 - 2-CYCLE OIL	**3185**	**Case**	
OIL, MOTOR 5W-30 FULL SYNTHETIC	**9494**	**Case**	

MFG NAME	SYNTHEX		
MFG#	B-SXD502		
PACKAGING (UOM) VENDOR			
Total Cost	$8.12		

MFG NAME	SYNTHEX		
MFG#	D-SXD502		
PACKAGING (UOM) VENDOR			
Total Cost	$500.00		

MFG NAME	SYNTHEX		
MFG#	P-SXD502		
PACKAGING (UOM) VENDOR			
Total Cost	$48.60		

MFG NAME	SYNTHEX		
MFG#	D-SGE305		
PACKAGING (UOM) VENDOR			
Total Cost	$762.90		

MFG NAME	SYNTHEX		
MFG#	P-SGE305		
PACKAGING (UOM) VENDOR			
Total Cost	$77.45		

MFG NAME	SYNTHEX		
MFG#	D-SXM405		
PACKAGING (UOM) VENDOR			
Total Cost	$502.20		

MFG NAME	FORD MOTORCRAFT		
MFG#	MRC097668		
PACKAGING (UOM) VENDOR	5 GAL PAIL		
Total Cost	$59.50		

MFG NAME	SYNTHEX		
MFG#	Q-SPE004		
PACKAGING (UOM) VENDOR	12/1 QTS		
Total Cost	$39.20	$37.20	-5.1

OIL, MOTOR SHELL ROTELLA T5 10W-30 SYNTHETIC BLEND	**9495**	**Case**	
OIL, TRANSMISSION, SYNTHETIC, LUBRISTRONG,ATF,RED	**9518**	**55 Gal Drum**	
TRANSMISSION FLUID, SYNTHETIC 50, ATF, RED	**9711**	**Case**	
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, RED	**9712**	**Case**	
DEF (Diesel Exhaust Fluid) Blue Sky 2.5 GAL Jugs/ 2 Per case per Pallet	**9693**	**Case**	
API-SAE 0W-20 Engine Oil	**9713**	**Case**	
AEROSHELL W100	**9730**	**Case**	
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, GREEN	**9734**	**Case**	

MFG NAME	SYNTHEX		
MFG#	D-SME402		
PACKAGING (UOM) VENDOR			
Total Cost	$652.90	$627.50	-3.89

MFG NAME	Noxguard		
MFG#	NOXDEF		
PACKAGING (UOM) VENDOR	2x2.5 JUG Case		
Total Cost	$22.50		

PPI Industry Data
Original Data Value

Series Id: PCU324191324191011
Series Title: PPI industry data for Petroleum lubricating oil and
Industry: Petroleum lubricating oil and grease mfg.
Product: Lubricating oils (incl. hydraulic fluids, etc.), refined
Base Date: 198012
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	458.4	452.9	450.3	451.6	451.7	448.7	444.7	449.4	446.1	440.4	439.1	435.9
2016	442.5	437.0	432.5	428.3	430.1	430.7	431.7	435.1	435.9	437.2	437.8	436.7
2017	435.8	435.4	437.7	443.2	443.7	444.6	447.4	445.6	449.2	448.0	445.8	456.5
2018	455.9	459.2	465.7	470.5	475.8	480.6	485.5	489.1	488.8	491.9	490.8	492.6
2019	493.7	493.1	489.3	488.1	490.2	498.9	499.7	500.8	500.2	502.0	502.2	502.9
2020	503.3	503.8	502.8	502.3	499.3	498.8	495.2	496.2	496.4	496.6	498.6	498.1
2021	501.8	503.8	515.2	528.7	529.9	532.5	542.329	550.605	552.078	573.693	573.564	574.625
2022	579.257	582.004	589.504	618.502	617.492	660.099	679.947	683.840	704.948	716.898	719.503	719.196
2023	715.138	707.571	708.127	700.001	700.741	698.123	695.341	694.705	685.141	683.889	684.526	690.737
2024	693.606	692.252	684.492	684.064	683.820	683.285	682.744	683.449	682.975	682.846	683.905	684.103
2025	681.696	680.817	683.736	680.696	679.853							

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44. **8/12/2025**

Solicit Bids for the Purchase and Installation of Heavy Equipment Tires

Approval to advertise bids for the “Purchase and Installation of Heavy Equipment Tires” for County Departments.

Further, expenditures for this solicitation will utilize the departments’ approved fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.45. **8/12/2025**

Amendment to RFP #19-16 Aviation Fuel for the Airport

Approve an amendment to the current agreement “RFP #19-16 Aviation Fuel for the Airport” with Avfuel Corporation, of Ann Arbor, MI, for the rental of fuel trucks, per the attached amendment, at a cost of $200.00 per month, per truck for a not to exceed amount of $4,800.00 in a twelve (12) month period.

In addition, the rental fees will be paid using the department’s current budgeted funds.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

EQUIPMENT ADDENDUM
to the
AVIATION FUEL SUPPLY AGREEMENT
between
AVFUEL CORPORATION
and
BRAZORIA COUNTY

The following equipment changes are incorporated and made part of the above named agreement with a reference date of **December 28, 2018**.

Add:

Avfuel Number / Description	Serial Number or VIN	Monthly Loaner Rate	Replacement Value
Loaner - #5184 2016 International 5000 gallon	1HTZZAAR4GH030360	$200	$210,000.00
Loaner - #708 2003 Isuzu 750 gallon avgas	JALB4B14437007232	$200	$48,000.00

Meters are not calibrated or certified prior to delivery. Meter calibration is the responsibility of the Customer. Customer is responsible for transportation costs to Airport Location.

Any funds paid by Brazoria County under the terms of this addendum shall not exceed $4,800.00 in any twelve (12) month period.

The reference date of this Addendum is **June 5, 2025**; effective date is such date equipment is made available to Brazoria County. This addendum shall have an expiration date of **December 28, 2028**.

Notice of 90 days shall be given at any time prior to the expiration date if either party requests the equipment be returned. No penalties or damages shall be assessed against any party requesting early termination of this addendum so long as proper notice is provided.

FOR: AVFUEL CORPORATION

By: _____
William B. Light

Title: Vice President, Administration

FOR: BRAZORIA COUNTY

By: _____
(Signature)

_____
(Print Name)

Title: _____
(Print Title)

Customer Code: _____

AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

Reference Date: **December 28, 2018** **Effective Date:**

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel", and **Brazoria County** having its principal office at (Street address only) **451 North Velasco Street, Suite 100, Angleton, TX 77515**, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 19 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name_____

[X] Customer Credit Program	[X] Addendums
[X] Brand Program	[X] AVTRIP Program
[X] Credit and Charge Cards Acceptance Program	[X] Contract Fuel Dealer Program
[ ] Equipment Lease Agreement	[ ] Avsurance Primary Commercial Insurance Program

CUSTOMER FEIN:

TYPE OF BUSINESS: **Municipality**
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop, or other)

STATE ID NUMBER:

STATE OF INCORPORATION:_____

FOR: AVFUEL CORPORATION

By: _____
William B. Light
Title: **Vice President, Administration**

FOR: BRAZORIA COUNTY

By: _____
(Signature)

L.M. "MATT" SEBESTA, JR.
(Print Name)

Title: COUNTY JUDGE
(Print Title)

FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

SPECIAL TERMS AND CONDITIONS

CUSTOMER NAME: **Brazoria County**

BILLING ADDRESS: *(if different than street address)*
451 North Velasco Street
Suite 100
Angleton, TX 77515

DELIVERY ADDRESS: *(if different than street address)*
8000 Airport Road
Angleton, TX 77515

AIRPORT ID (IATA CODE): **KLBX Texas Gulf Coast Regional**

PRODUCT(s):

[X] Jet-A [ ] Jet-A with Anti-ice [X] Avgas/100LL [ ] Other

PAYMENT TERMS: **Net Thirty (30) Days**

CREDIT LIMIT: **$100,000.00**

EQUIPMENT LEASED:

Description**	S/N or VIN	Lease Rate	Replacement* Cost (Current)

*Hazard insurance , **Meters, if so equipped, have NOT been Certified or Calibrated, this is the responsibility of Customer.

CONTRACT FUEL DEALER:

Flight Operation Type (select one):
☐ Corporate Configured Accepted
☐ Non Corporate Ops Only
☐ DC-9 and Larger, Non Corporate Ops Only

Airport Flowage Fee: ☐ YES ☐ NO _____ $/g (i.e. $0.0300)

Storage Fee: ☐YES ☐ NO _____ $/g (i.e. $0.0300)

Into wing Fee:

Jet Into-Plane Rate Schedule	Gallons from/to	Rate/gallon
Example	1-1000 gallons	$X.XXXX

OTHER SPECIAL TERMS AND CONDITIONS: _____

AVIATION FUEL SUPPLY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products (the "Products")to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms And Conditions, including without limitation those Products that the Customer is presently using that are identified in the Special Terms and Conditions. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement.

2. TERM: The initial term of this Agreement is sixty (60) months, being five (5) separate and distinct twelve (12) month terms, beginning on the Effective Date specified in the Summary. After the initial term, the Agreement may then be automatically renewed for five (5) more separate and distinct twelve (12) month terms, unless one Party delivers written Notice to the other Party of its intent to terminate at the end of the then current twelve (12) month term. Such Notice shall be delivered at least sixty (60) days prior to the expiration of the then current twelve (12) month term. The Agreement's terms shall not exceed ten (10) years, or one hundred twenty (120) months, total.

3. PRICE AND PAYMENT:

3.1. The price per gallon for Products delivered to Customer shall be as established pursuant to RFP # 19-16. Prices shall be F.O.B. Designation the Customer's storage tanks at the Airports (each a "Delivery Address") and shall be exclusive of all taxes.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS BY AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) and associated storage tanks listed in the Special Terms And Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours of 6:30 a.m. to 4:00 p.m., or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A fuel will be a full standard transport tanker load which is equivalent to 7,500 Gross Gallons, and the minimum delivery for Avgas fuel will be a full standard transport tanker load which is equivalent to 8,500 Gross Gallons. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in it sole discretion, cannot be made safely.

5.3. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if made by written Notice delivered to Avfuel within twenty-four (24) hours after the Product is delivered to Customer. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. FORCE MAJEURE: Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm including hurricane and/or tornado, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all Products delivered pursuant to this Agreement will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer, and Customer retains the right to terminate this Agreement with cause, without fine or penalty, if it does not agree with said revision.

7.2. THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for

Customer's Initials _____

that Product and, if paid, refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. INDEPENDENT STATUS: Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. Intentionally Omitted.

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 14. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer or to any guarantor of the Customer's obligations under this Agreement. Fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 14 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course.

11.5. The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer maintains adequate insurance and, upon written request by Avfuel, will furnish Avfuel a Certificate of Insurance evidencing same.

12.2. **Intentionally Omitted.**

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of $1,000,000 (combined single limit). This Program currently allows qualifying Branded Dealers, at no charge, to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of $50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.
To participate in this Program, which is not required under this Agreement, and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application, which must be executed by a representative who is authorized to legally bind Customer, and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured solely to the excess coverage. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance have been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.
Avfuel reserves the right to discontinue this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. ASSIGNMENT: Neither party shall assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that Avfuel may delegate its delivery obligations to third-party contractors without the consent of Customer.

14. NOTICES: All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

15. PROGRAM PARTICIPATION:

15.1. The provisions of these General Terms And Conditions will apply to the CUSTOMER CREDIT PROGRAM,, BRAND PROGRAM, AVTRIP PROGRAM, CREDIT CARD ACCEPTANCE PROGRAM, and CONTRACT FUEL PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program..

15.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms And Conditions.

16. EXCLUSIVE JURISDICTION: Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of Brazoria County, Texas, , and any applicable Texas appellate court. This Agreement shall be construed as having been made and entered into in the State of Texas . Each Party submits and consents to personal jurisdiction in Brazoria County, Texas, and agrees that

it is a convenient forum to resolve any such disputes and enforce any such rights, each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

17. EXCLUSIVE GOVERNING LAW: This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Texas , without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be conclusively resolved in the courts of Brazoria County, Texas, which have exclusive jurisdiction and which the parties consent to, and the parties waive any right to challenge or move said designated jurisdiction and venue.

18. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

19. ENTIRE AGREEMENT/AMENDMENTS: This Agreement, including all of its parts, and RFP 19-16 and AvFuel's response to RFP 19-16, which is incorporated herein by reference, set forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of this Agreement, the Summary, these General Terms And Conditions, or Special Terms And Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer.

CUSTOMER CREDIT PROGRAM:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY.

1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms And Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms And Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties, and any other charges as separate line items. Each invoices will be payable in full on or before that due date specified in that invoice.

5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.

6. Intentionally Omitted.

7. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have sixty (60) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for under Texas law, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable Texas law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

9. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and may elect to participate in Avfuel's Brand Program. Accordingly, if Customer does elect to do so, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, credit card imprinters and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials. Customer agrees to honor all Avfuel charge cards, subject to the provisions of the Credit and Charge Card Acceptance Program set forth below, during Customer's participation in Avfuel's Brand Program.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for

maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all reasonable good faith costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed except for normal wear and tear while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property, at Customer's expense.

4. . The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not.

6. Avfuel has invited the Customer to participate as a Branded Dealer on the expectation and condition that (a) the Customer's deliveries of aviation fuel at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"), (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users, the Customer will not make any deliveries of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's Brand Program and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the right pursuant to Section 7 to discontinue the Customer's participation as a Branded Dealer.

7. Avfuel reserves the unilateral right to amend upon sixty (60) days written notice to the Customer, or suspend or terminate the Brand Program at any time effective upon sixty (60) days written notice to the Customer. Customer may withdraw, without fee or penalty provided that Customer shall remain liable for all amounts due under the Brand Program, from the Brand Program upon sixty (60) days notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and may elect to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, $.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend upon sixty (60) days written notice to the Customer, or suspend or terminate the AVTRIP Program at any time effective upon sixty (60) days written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw, without fee or penalty provided that Customer shall remain liable for all amounts due under the AVTRIP Program, from the AVTRIP Program upon sixty (60) days notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and may elect to participate in Avfuel's Credit and Charge Card Acceptance Program (the "Charge Card Acceptance Program") Accordingly, Customer may honor any valid credit or charge card listed as accepted in the most current Acceptable Card List ("ACL") issued by Avfuel and published in its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel.

2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

3. Upon receipt from the Customer of a properly prepared and processed Vouchers together with any necessary summaries thereof on forms prescribed by Avfuel at its website at Avfuel.com, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account

with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder specifically arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Charge Card Acceptance Program.

5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.

7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

7.1. Where any of the required information is omitted or illegible;

7.2. That is imprinted or processed with an expired credit card;

7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

7.7. Where the Authorized User has not received a copy of the Voucher;

7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

7.13. That are charged back to Avfuel by an Issuer for any reason at all; or

7.14. That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within fifteen (15) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Charge Card Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

11. Avfuel reserves the unilateral right to amend upon sixty (60) days written notice to the Customer, or suspend or terminate Charge Card Acceptance Program at any time effective upon sixty (60) days written notice to the Customer. Customer may withdraw, without fee or penalty provided that Customer shall remain liable for all amounts due under the Charge Card Acceptance Program, from the Charge Card Acceptance Program upon sixty (60) days written notice to Avfuel. Termination of Customer's participation in the Charge Card Acceptance Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and may elect to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

Customer's Initials _____

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is comingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than ¼% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel. For avoidance of doubt, Customer is not granting a lien on any property owned by Customer.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions solely of the Customer and Avfuel's acts or omissions did not contribute to the loss or contamination in any way, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Credit and Charge Card Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate a written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission or facsimile within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon fifteen (15) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and any charge that is disputed by the CFC and the charge is determined in good faith by Customer and Avfuel to be invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

14. Avfuel has invited the Customer to participate as a CFD in the CFD Program on the expectation and condition that (a) the Customer's deliveries of aviation fuel at the Delivery Addresses will be limited to deliveries to end users of that fuel pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as CFCs to facilitate direct sales by Avfuel to those CFCs pursuant to the CFD Program, (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users, the Customer will not make any deliveries of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining the network of participating fixed base operators and participating end users for the CFD Program and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the right pursuant to Section 15 to discontinue the Customer's participation in the CFD Program.

15. Avfuel reserves the unilateral right to amend upon sixty (60) days written notice to the Customer, or suspend or terminate the CFD Program at any time effective upon sixty (60) days written notice to the Customer. Customer may withdraw, without fee or penalty provided that Customer shall remain liable for all amounts due under the CFD Program, from the CFD Program at any time upon sixty (60) days notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

Customer's Initials _____

AMMENDMENT 03 20 19
to the
AVIATION FUEL SUPPLY AGREEMENT
between
AVFUEL CORPORATION
and
BRAZORIA COUNTY

The following is incorporated and made part of the above named agreement with a reference date of December 28, 2018.

As specified on the front page of the Aviation Fuel Supply Agreement the Effective Date is "March 25, 2019".

AVFUEL CORPORATION

By: _____
Signature

William B. Light, Vice President of Administration
Print name/Title

Date: 3/21/2019

BRZAORIA COUNTY

By: _____
Signature

L. M. "MATT" SEBESTA JR.
Print name

Its: COUNTY JUDGE
Title

Date: 3/25/2019

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **1/14/2025**

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, 2025.

Further, the renewal term shall be March 25, 2025 to March 25, 2026.

In addition, the renewal will utilize the department's approved fiscal year annual operating budget.

February 26, 2019

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 7.N.3
RE: Award "RFP #19-16 Aviation Fuel for the Airport"

At the recommendation of the evaluation committee, award "RFP #19-16 Aviation Fuel for the Airport" to Avfuel Corporation of Ann Arbor, Michigan per the pricing as shown on the attached bid table. Avfuel Corporation submitted the best evaluated proposal meeting the specifications.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreement on behalf of Brazoria County.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46. **8/12/2025**

Lease Agreement for Multi-Function Devices

Upon final review by the District Attorney's Office - Civil Division, approve a 60 month lease agreement with Function4, LLC., of Sugar Land, Texas for multi-function devices for the County utilizing the Department of Information Resources (DIR) State of Texas cooperative contract #DIR-CPO-4439, per the recommendation of the evaluation committee and the attached proposal.

The contract term will begin on October 1, 2025 and be paid annually.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

SUMMARY

The County's current lease for multi-function devices (copiers) will expire on September 30, 2025. A Request for Offer was issued to three vendors with cooperative purchasing contracts: DEX Imaging, Function4, and ImageNet.

All three vendors submitted proposals in response. The proposals were reviewed, evaluated, and scored by an internal evaluation committee consisting of Kaysie Stewart, County Auditor; Amanda Standard, Auditor's Office; Russell Webb, Director of Information Services; and Denise Echols, Assistant Director of Information Services. Mindy Burch and Susan Serrano served as facilitators and advisors throughout the process.

Based on the committee's evaluation, Function4 received the highest overall score and was identified as the top-ranked offeror.

RFO #25-45 MULTI FUNCTION DEVICES

Evaluation Criteria	DEX Imaging	ImageNet	Function4
Overall cost and cost-effectiveness (40 Max)	20	35	40
Compliance with technical and service requirement (30 Max)	20	20	25
TOTAL	12.8	16	18.8
Security and sustainability practices (5 Max)	4	5	4
Vendor qualifications, experience, and references (5 Max)	5	5	5
Total Points	**61.8**	**81**	**92.8**





RFO # 25-45 Multifunction Copier Lease and Managed Print Services

Function4 Recommendation

Paul Perez
Major Accounts

Christian Colasono
Director Major Accounts

6/16/2025

579

Table of Contents

- **Cover Letter**

- **Exhibit A – Required Documents**
  - Respondent Certification Form
  - Bidders Response Affirmation
  - Workers Compensation Requirements
  - Certification Regarding Lobbying
  - Disclosure of Lobbying Activities
  - Exceptions to Standard Terms and Conditions
  - Non-Collusion Affidavit
  - Conflict of Interest Questionnaire
  - Emergency Contact Information
  - Code 552, Subcontractor Acknowledgement Form
  - Prohibited Telecommunications and Video Surveillance Form
  - Authorized Negotiator
  - Exceptions to Standard Terms and Conditions #2

- **Exhibit B – Vendor Response**
  - Pricing
  - Vendor response to Evaluation Criteria
    - Statement of Work
    - Work Schedule – Milestones, target implementation and completion dates
    - Firm Information
    - Additional Company info
  - Vendor References
  - Additional Vendor Documentation
    - **Function4** Peace of Mind Guarantee
    - Sample Municipal Lease Agreement

- **Value-Add Section**
  - Cost Savings Items
    - Papercut Print Management
  - Konica/Minolta & HP Sustainability Reports
  - HP Security Manager
  - Konica/Minolta Shield Guard
  - Device Specifications
  - Print Cost Avoidance
  - Sample Invoice
  - Sample Billing
  - Sample Implementation Document

RFO #25-45 Multifunction Copier Lease and Managed Print Services

Please accept this letter as a formal commitment by **Function4** to the products and pricing contained within RFO #25-45 Multifunction Copier Lease and Managed Print Services as well as the requirements of each section.

We would like to thank everyone involved in the aforementioned RFO for the opportunity to earn the County's business. Our **Function4** team believes we are uniquely positioned to provide the County with unparalleled products, service, and support.

Function4 is consistently recognized as a premier servicing organization by not only customers, but industry publications, and MFP manufacturers as well. There is nothing more important to our company than providing customers with a "world class" experience. As the SLED (State, Local, Education) market at one time solely relied on mega-manufacturers and dealers such as Xerox, Ricoh, ImageNet etc., a shift has taken place over the past decade. Many government organizations and ISD's have recognized that a local, more community-based vendor could exceed previous service standards as well as future expectations, **Function4** has been fortunate enough to be selected as the vendor of choice for dozens of state, local, and education customers across Texas. We encourage Brazoria County to reach out to our references for firsthand accounts of **Function4** performance.

With Brazoria County located about an hour south of Houston, we feel that **Function4's** physical proximity to the County affords us a distinct advantage to offer superior support and service. Though **Function4's** primary headquarters and supply warehouse is in Sugar Land, **Function4** maintains an additional service and supply office in Angleton. This location would be used cooperatively with the Sugar Land location to service the County. Having multiple service offices, supply warehouses, and technician dispatch points available to the County will provide an increase in overall service performance and user satisfaction.

We look forward to the opportunity of providing the County with great products and even greater service experience.

Sincerely,

Paul Perez
Major Accounts
281-276-1114
pperez@function-4.com
Questions and
Contract Negotiation

Christian Colasono
Director of Major Accounts
281-276-1116
ccolasono@function-4.com
Signer

Bill Patsouras
President
281-276-1104
bpatsouras@function-4.com

BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM

Function4, LLC.
LEGAL NAME OF CONTRACTING COMPANY

47-1390413
FEDERAL I.D. # (Company or Corporation)

DUN & BRADSTREET D-U-N-S NUMBER

281-276-1116
TELEPHONE NUMBER

FACSIMILE NUMBER

Christian Colaosno
CONTACT PERSON

Director, Major Accounts
TITLE

13025 Stiles Lane, Suite 100
COMPLETE MAILING ADDRESS

Sugar Land, TX
CITY & STATE

77478
ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

ccolasono@function-4.com
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.



6/16/2025
SIGNATURE
DATE
"must be authorized to execute on behalf of company"

Christian Colasono
Typewritten or Printed Name

Director, Major Accounts
Title

BRAZORIA COUNTY
BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

__X__ Does not own taxable property in Brazoria County.

_____ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

****

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

__X__ Is not excluded from doing business at the federal level.

__X__ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

****

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

****

Bidder/Respondent Company Name Function4, LLC.

Signature of Company Official Authorizing the Bid/Offer  Date 6/16/2025

Company Official (Printed Name) Christian Colasono

Official's Position Director, Major Accounts

WORKERS' COMPENSATION REQUIREMENTS

IDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFO #25-45, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.



SIGNATURE — DATE: 6/16/2025

Christian Colasono
Typewritten or Printed Name

Director, Major Accounts
Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.



Signature/Authorized Certifying Official

Christian Colasono | Director, Major Accounts

Typed Name and Title

Function4, LLC.

Applicant / Organization

6/16/2025

Date Signed

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **N/A** **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Christian Colasono **Title:** Director, Major Accounts **Telephone No.:** 281-276-1116 **Date:** 6/16/2025
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

__X__ **Company <u>does not</u> have exceptions** ***(If applicable, check here)***

Or

_____ **Company does have exceptions** ***(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)***

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Bill Dotsons

Before me, the undersigned authority, on this day personally appeared Christian Colasono who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of Funtown 4 ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

Name: Christian Colasono Title: Director, Mason Acts.

SWORN TO AND SUBSCRIBED BEFORE ME by the said Christian Colasono, this 14th day of June, 2025, to certify which witness my hand and seal of office.

Joshua T. Cook
NOTARY PUBLIC in and for
State of Texas, Tx
Printed Name: Joshua T. Cook
My Commission Expires: 05/4/2026

Joshua T. Cook
My Commission Expires
5/4/2026
Notary ID
133741833

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 NA

_____ _____
Signature of vendor doing business with the governmental entity Date

EMERGENCY CONTACT INFORMATION

During a natural disaster, homeland security event, or other emergency, there may be a need for Brazoria County to access your business for products or services after normal business hours and/or holidays. The County may request County employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are needed. It is critical the emergency contact information remains current. If awarded a contract, any changes to your information must be emailed to aerickson@brazoriacountytx.gov.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. If there is a fee (pricing) for an after-hours/holiday emergency opening of the business, please include in Bid Table.

Please provide the information below and include with your bid submittal

Business Name: Function4, LLC.

Contract #: _____

Description: Managed Print Services Provider

Primary Contact (Name): Christian Colasono

Primary Contact Phone Numbers: Home: _____ Cell: 832-627-2736

Primary Contact Email: ccolasono@function-4.com

Secondary Contact (Name): Paul Perez

Secondary Contact Phone Numbers: Home: _____ Cell: 210-387-6768

Secondary Contact Email: pperez@function-4.com

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

Respondent acknowledges having read and understood the following law, effective January 1, 2020



6/16/2025

SIGNATURE
"must be authorized to execute on behalf of company"

DATE

Christian Colasono

Typewritten or Printed Name

Director, Major Accounts

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section 552.301(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment;
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Function4, LLC.
COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Christian Colasono
PRINTED NAME

Director, Major Accounts
TITLE

6/16/2025
DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Christian Colasono

Title: Director, Major Accounts

Email Address: ccolasono@function-4.com

Phone Number: 281-276-1116

Name: Bill Patsouras

Title: President

Email Address: bpatsouras@function-4.com

Phone Number: 281-276-1104

VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

__X___ **Company <u>does not</u> have exceptions** ***(If applicable, check here)***

Or

_____ **Company does have exceptions** ***(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)***

VENDOR TO INSERT EXCEPTIONS HERE

Exhibit B - Vendor Response Pricing RFO # 25-45 MULTIFUNCTION COPIER LEASE AND MANAGED PRINT SERVICES								
Department Name	**Division/Location**	**Ricoh Model #**	**Recommendation**	**Light Use vs. Mid Level Devices**	**Alternate Configuration**	**36 mo.**	**48 mo.**	**60 mo.**
149th District Court	149th DC 4th Floor, Justice Center	IM C3500	Konica/Minolta C301i | w/Staple, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$171.32	$135.82	$114.62
239th District Court	239th DC 2nd Floor, Justice Center	MP 2555	HP X57945zs | w/Staple, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$132.39	$105.45	$89.36
300th District Court	300th DC 4th Floor, Justice Center	MP 2555	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
412th District Court	412th DC 2nd Floor, Justice Center	IM C2500	Konica/Minolta C301i | w/Staple, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$171.32	$135.82	$114.62
461st District Court	461st DC 4th Floor, Justic Center	MP 3555	Konica/Minolta B361i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$186.78	$147.88	$124.65
Adult Probation CSCD	Alvin	MP 2555SPAD	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
Adult Probation CSCD	Angleton East Annex Workstation #2	IM C6000	HP X57945zs | w/Staple, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$132.39	$105.45	$89.36
Adult Probation CSCD	Angleton East Annex Workstation #1A	MP 5055SP	Konica/Minolta B361i | w/Booklet	Mid Level Device	Configured to User Survey Requests	$177.56	$140.69	$118.67
Adult Probation CSCD	Angleton East Annex Workstation #1B	MP 5055SP	Konica/Minolta B361i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$201.17	$159.11	$133.99
Adult Probation CSCD	East Annex Admin	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Adult Probation CSCD	East Annex Support Staff	MP 5055SP	Konica/Minolta B361i | w/Booklet, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$191.95	$151.92	$121.08

Adult Probation CSCD	Freeport	MP 3555SPAD	HP E62665h | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$131.63	$104.85	$88.86
Adult Probation CSCD	Manvel 1 front	MP 3555	HP E62665h | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$131.63	$104.85	$88.86
Adult Probation CSCD	Manvel 2 back	MP 5055	HP E62665h | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$131.63	$104.85	$88.86
Adult Probation CSCD	Manvel Support Staff	MP 601	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
Adult Probation CSCD	West Annex Court Unit	MP 3555	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
AgriLife Extension Service	Ag Ext Device 1-Copy Room	IM C4500	Konica/Minolta C451i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$221.09	$174.65	$146.92
AgriLife Extension Service	Ag Ext Device 2-Copy Room	MP 6055SP	Konica/Minolta C451i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$221.09	$174.65	$146.92
Airport	Airport	IM C4500	Konica/Minolta C301i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$175.71	$139.25	$117.47
Auditor	Auditor	IM C4500	Konica/Minolta C301i | w/Staple, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$171.32	$135.82	$114.62
Bail Bond	Bail Bond Board	MP 2555	HP X57945z | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$127.78	$101.85	$86.36
Child Protective Services	Child Protective Services-West Annex	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Community Development Housing & Welfare (Hud)	CDBG Back File Room	IM C4500	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Community Development Housing & Welfare (Hud)	CDBG Front Office	MP 5055	Konica/Minolta C301i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$188.99	$149.61	$126.09
Constable Pct 1	Const Pct 1 Alvin Substation	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
Constable Pct 2	Const Pct 1 Lake Jackson	MP 3555SPAD	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96

Constable Pct 2	Const Pct 2 Admin Office-Angleton	IM 350F	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Constable Pct 2	Const Pct 2 Admin Office-Manvel	MP 2555	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Constable Pct 3	Const Pct 3 Pearland Sub Office	IM C4500	HP X57945z | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$134.94	$107.44	$91.01
Constable Pct 4	Const Pct 4 North Office	IM C2500	HP X57945z | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$127.78	$101.85	$86.36
Constable Pct 4	Const Pct 4 West Columbia	IM 2500	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
County Clerk	County Clerk Lake Jackson Substation	IM 350F	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
County Clerk	County Clerk Manvel Substation	IM 350F	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
County Clerk	County Clerk Pearland Substation	IM 350F	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
County Clerk	Civil/Probate Justice Center	MP 4055SP	Konica/Minolta B361i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$201.17	$159.11	$133.99
County Clerk	County Clerk East Annex Deed Records	MP 5055SP	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
County Clerk	County Clerk Elections-East Annex (Big Copier)	MP 6055SP	Konica/Minolta B551i | No Finisher, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$192.44	$152.30	$128.33
County Clerk	County Clerk Elections-East Annex (Desktop 1)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56

County Clerk	County Clerk Elections-East Annex (Desktop 2)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Desktop 3)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Election Director)	IM 350F	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
County Clerk	County Clerk Elections-East Annex (Voter 1)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Voter 2)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Voter 4)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Voter 5)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Voter 6)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Voters 3)	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
County Clerk	County Clerk Elections-East Annex (Voters Big Copier)	MP7503SP	Konica/Minolta B551i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$197.57	$156.30	$131.66
County Clerk	Criminal Justice Center Criminal	MP 4055SP	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
County Court at Law #1	CCL #1	MP 2555	Konica/Minolta B361i | w/Staple, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$169.11	$134.10	$113.19
County Court at Law #2	CCL #2	MP 2555	HP E62665z | w/Staple	Light Use Device	Configured to User Survey Requests	$125.32	$99.93	$84.76
County Court at Law #3	CCL #3	MP 2555	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
County Judge's Office	4th Floor Admin Building	IM C3500	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
District Attorney's Office	Dist Atty Civil Division	IM C6000	Konica/Minolta C451i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$235.48	$185.88	$156.26
District Attorney's Office	Dist Atty Civil FAX 3rd floor DA office	MP301SPF (used only as a fax)	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47

District Attorney's Office	Dist Atty CPS Division	MP 6055	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
District Attorney's Office	Dist Atty CPS-FAX 3rd floor DA office	MP301SPF (used only as a fax)	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
District Attorney's Office	Dist Atty Intake #1 Intake Division	MP 5055	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
District Attorney's Office	Dist Atty Intake #2 Misdemeanor Divison	MP 6055	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
District Attorney's Office	Dist Atty Jury / Hot Checks	MP 5055	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
District Attorney's Office	Dist Atty Misdemeanor 3rd floor DA office	MP301SPF (used only as a fax)	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
District Attorney's Office	Dist Atty Misdemeanor Felony Division	IM C6000	Konica/Minolta C451i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$212.64	$168.06	$141.44
District Attorney's Office	Dist Atty MRP & Accounts Payable	IM 350F	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
District Clerk	BCSO Jail Division for District Clerk printing	IM 550	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
District Clerk	District Clerk Criminal	IM C6000	HP X57945zs | w/Staple, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$132.39	$105.45	$89.36
District Clerk	District Clerk Family	IM C6000	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
District Clerk	District Clerk Records	IM C4500	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04

District Court Administrator's Office	District Court Admin	MP 2555	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Emergency Management	Emergency Operations Center - Workroom	IM C3500	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
Employee Health Clinic	Employee Health Clinic	MP C307	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
Engineering	Engineering Breakroom	IM C2500	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47
Engineering	Engineering File Room	IM C4500	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Engineering	Engineering North End Conference Room	IM 350F	Konica/Minolta B361i | No Finishing	Mid Level Device	Configured to User Survey Requests	$139.60	$111.07	$94.04
Engineering	Engineering South Conference Room	IM C2500	Konica/Minolta C301i | w/Staple	Mid Level Device	Configured to User Survey Requests	$156.93	$124.59	$105.28
Environmental Health	Environmental Health Back	IM C4500	Konica/Minolta C301i | w/Staple, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$171.32	$135.82	$114.62
Environmental Health	Environmental Health Front	IM C4500	Konica/Minolta C301i | w/Staple, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$171.32	$135.82	$114.62
Facilities Management/Building Maintenance	Building Maintenance	IM C4500	Konica/Minolta C301i | No Finisher, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$156.20	$124.02	$104.81
Fire Marshal	Fire Marshal	MP 2555	HP E62665h | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$131.63	$104.85	$88.86
Floodplain	Floodplain	IM C4500	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47
Health Department	Alvin Health Clinic	IM C2500	Konica/Minolta C301i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$175.71	$139.25	$117.47

Health Department	Angleton Health Clinic	IM C6000	Konica/Minolta C451i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$198.25	$156.83	$132.10
Health Department	Brazoria Health Clinic	MP 255SPAD	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
Health Department	Indigent Health	IM C4500	Konica/Minolta C451i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$198.25	$156.83	$132.10
Health Department	Lake Jackson Health Clinic	IM C2500	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
Health Department	Pearland Health Clinic	IM C2500	Konica/Minolta C301i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$175.71	$139.25	$117.47
Health Department	Water Lab	IM C2500	Konica/Minolta C301i | w/Staple	Mid Level Device	Configured to User Survey Requests	$156.93	$124.59	$105.28
Human Resources	Human Resources	IM C6000	Konica/Minolta C451i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$235.48	$185.88	$156.26
Indigent Defense	Indigent Defense 1940 courthouse	MP 2555SPAD	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
Information Systems	Information Systems Main	IM C3000	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47
Information Systems	Mailroom	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
JP 1-1	JP 1-1	MP 2555	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
JP 1-2	JP 1-2	MP 3555	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
JP 2-1	JP 2-1	MP 2555	Konica/Minolta B361i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$201.17	$159.11	$133.99

JP 2-2	JP 2-2	MP 3555	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
JP 3-1	JP 3-1 Clerk Office area	MP 2555SPAD	HP E62665z | w/Staple	Light Use Device	Configured to User Survey Requests	$125.32	$99.93	$84.76
JP 3-1	JP 3-1 Courtroom	IM350F	HP E62665z | w/Staple	Light Use Device	Configured to User Survey Requests	$125.32	$99.93	$84.76
JP 3-2	JP 3-2	IM C2500	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
JP 4-1	JP 4-1	IM C3000	HP X57945z | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$127.78	$101.85	$86.36
JP 4-2	JP 4-2	MP 5055	HP E62665z | w/Staple, Additional Paper, Stand & Fax	Light Use Device	Configured to User Survey Requests	$132.87	$105.82	$89.67
Juvenile Detention	Administration/Angleton Main Campus	IM C6000	Konica/Minolta C651i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$288.54	$227.28	$190.70
Juvenile Detention	Alvin Satellite Office	IM C4500	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
Juvenile Detention	Angleton Administration - w/Fax	MP 2555	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Juvenile Detention	Angleton Main Campus Detention	MP 6055SP	Konica/Minolta C451i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$235.48	$185.88	$156.26
Juvenile Detention	Angleton Main Campus JJAEP classroom	MP 5055SP	HP E62665z | w/Staple	Light Use Device	Configured to User Survey Requests	$125.32	$99.93	$84.76
Juvenile Detention	Angleton Main Campus JJAEP Color	IM C6000	Konica/Minolta C451i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$198.25	$156.83	$132.10
Juvenile Detention	Angleton Main Campus JJAEP w/Fax	MP 6055	Konica/Minolta C451i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$198.25	$156.83	$132.10

Juvenile Detention	Annex / Angleton Main Campus	MP 6055SP	Konica/Minolta C451i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$198.25	$156.83	$132.10
Juvenile Detention	Annex / Angleton Main Campus w/Fax	IM C6000	Konica/Minolta C451i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$235.48	$185.88	$156.26
Juvenile Detention	Freeport Satellite Office	MP 4055SP	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
Juvenile Detention	Pearland Satellite Office	MP 2555SPAD	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
Juvenile Detention	Residential / Angleton Main Campus Residential	MP 6055SP	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
Law Library	2nd Floor Admin Bldg	IM C6000	Konica/Minolta C451i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$235.48	$185.88	$156.26
Library	Angleton Lib-Front Area	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
Library	Alvin Lib-back Staff Work room	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Alvin Lib-Front by Circulation derk	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
Library	Angleton lib Support Svcs back operations office	IM C4500	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
Library	Brazoria Lib-Back Work Area	MP C307	Konica/Minolta C301i | w/Booklet	Mid Level Device	Configured to User Survey Requests	$179.77	$142.42	$120.11
Library	Brazoria Lib-Front by Circulation desk	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
Library	Clute Library	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Danbury Library Back staff area (Danbury Lib-Front)	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Freeport Library	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Lake Jackson Library Back	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Lake Jackson Library Font	IM 350F	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73

Library	Lib Admin back	MP C8003	Konica/Minolta C651i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$274.15	$216.06	$181.36
Library	Lib Admin Front	IM C2500	Konica/Minolta C301i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$188.99	$149.61	$126.09
Library	Manvel Lib - Front by Circulation desk	IM 350F	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Manvel lib-Back Staff area	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	Pearland Tom Reid East Lib-Front Circulation desk	IM 350F	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
Library	Sweeny Lib-Front	MP C307	HP X57945z | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$89.29	$71.82	$61.38
Library	Tom Reid Pearland East Lib-back Staff area/Workroom	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	West Columbia Library Front	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	West Pearland Lib -1st Floor, Staff workroom	MP 9003SP	HP E62665h | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$124.08	$98.86	$83.96
Library	West Pearland Library First Flr Checkout desk	IM 350F	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Library	West Pearland Lib-Second Flr, Branch Mgr's office	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Mosquito Control	Mosquito Control	IM C2500	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47
Museum	Museum	IM C4500	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47
Parks Department	Camp Mohawk County Park	IM C2500	Konica/Minolta C301i | w/Booklet	Mid Level Device	Configured to User Survey Requests	$179.77	$142.42	$120.11
Parks Department	Parks Department Main Office - Headquarters	IM C4500	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47
Parks Department	Quintana County Park	IM C2500	HP X57945z | No Finishing, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$127.78	$101.85	$86.36
Parks Department	Resoft Park-Ranger Station	IM C2500	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Parks Department	San Luis Pass County Park	IM C2500	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
Parks Department	Stephen F. Austin-Munson Park	IM C2500	Konica/Minolta C301i | No Finisher	Mid Level Device	Configured to User Survey Requests	$141.81	$112.80	$95.47

Pct 1 Commissioner	Comm Pct 1 Main office	IM C4500	Konica/Minolta C301i | No Finisher, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$156.20	$124.02	$104.81
Pct 1 South Service Center Road & Bridge	Mechanic Shop	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Pct 2 Commissioner	Comm Pct 2 Main Office	IM C2500	Konica/Minolta C301i | No Finisher, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$156.20	$124.02	$104.81
Pct 3 Commissioner	Comm Pct 3 Main Office	IM C4500	Konica/Minolta C301i | w/Booklet, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$194.16	$153.64	$129.44
Pct 3 North Service Center Road & Bridge	Mechanic Shop	MP C307	HP E62665h | No Finishing	Light Use Device	Configured to User Survey Requests	$98.81	$79.25	$67.56
Pct 4 Commissioner	Comm Pct 4 Main Office	IM C4500	Konica/Minolta C301i | w/Booklet & Hole Punch	Mid Level Device	Configured to User Survey Requests	$188.99	$149.61	$126.09
Pct 4 W. Svc. Rd & Bridge	Voting Room	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
PHEP	PHEP (Public Health Emergency Preparedness Program)	IM C4500	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Probate Court Investigator-Guardianship	Probate Court Investigator-Guardianship	MP 2555SPAD	Konica/Minolta B361i | w/Booklet, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$191.95	$151.92	$121.08
Purchasing	Purchasing	IM C6000	Konica/Minolta B551i | No Finisher	Mid Level Device	Configured to User Survey Requests	$178.05	$141.08	$118.99
Sheriff's Office	Career Development Unit/SO Training Division	IM C4500	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Sheriff's Office	Crime Lab - Back	IM C2500	HP X57945zs | w/Staple, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$132.39	$105.45	$89.36
Sheriff's Office (lobby PBX)	Crime Lab- Intake/SO Crime Lab	MP C407	HP X57945z | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$89.29	$71.82	$61.38
Sheriff's Office (PSs)	Criminal Investigations - Front	MP C407	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73

Sheriff's Office (Crime Lab)	Criminal Investigations by couch	IM C4500	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
Sheriff's Office (Dispatch Communications)	Criminal Investigations main 1	MP 5055	Konica/Minolta C301i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$175.71	$139.25	$117.47
Sheriff's Office	Forensic Investigations SO ID Divison Crime	MP C307	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Sheriff's Office	Forensic Investigations SO ID Evidence & Processing Area	MP C307	Konica/Minolta C301i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$203.38	$160.83	$135.43
Sheriff's Office (Sergeants Office)	Jail - Booking 1 Classification	P501	HP E50145dn	Light Use Device	Configured to User Survey Requests	$35.62	$29.94	$26.55
Sheriff's Office (Crim Inv. main)	Jail - Briefing Room	MP 9003SP	Konica/Minolta B551i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$197.57	$156.30	$131.66
Sheriff's Office	Jail - record's clerk/Sarah's Office	MP 601SPF	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
Sheriff's Office	Jail Main Picket	P501	HP E50145dn	Light Use Device	Configured to User Survey Requests	$35.62	$29.94	$26.55
Sheriff's Office (Crime Lab 2)	Jail Sgt's Office	MP 4055SP	Konica/Minolta C301i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$175.71	$139.25	$117.47
Sheriff's Office	Narcotic Investigations SO Narcotics	IM C4500	HP X57945z | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$134.94	$107.44	$91.01
Sheriff's Office	Narcotic Investigations SO Narcotics Office	MP C307	HP X57945z | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$89.29	$71.82	$61.38
Sheriff's Office	SO Animal Control	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Sheriff's Office	SO Digital Forensics Lab - MFC Device in Bunker	MP C307	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Sheriff's Office (Warrants & Civil)	SO Digital Forensics Lab - Printer in Bunker	PC600	HP E45028dn	Light Use Device	Configured to User Survey Requests	$27.65	$23.72	$21.38
Sheriff's Office (Training Division)	SO Dispatch/Communications	MP 601SPF	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
Sheriff's Office	SO Lobby PBX	MP C301	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73

Sheriff's Office (Investigations Front)	SO Main Office Admin	IM C4500	Konica/Minolta C651i | w/Booklet & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$288.54	$227.28	$190.70
Sheriff's Office	SO Manuel Patrol Substation	IM 350F	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
Sheriff's Office	SO Patrol	MP 5055	HP X57945zs | w/Staple, Additional Paper & Stand	Light Use Device	Configured to User Survey Requests	$132.39	$105.45	$89.36
Sheriff's Office	SO Personnel	MP C307	HP X57945z | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$89.29	$71.82	$61.38
Sheriff's Office	SO Professional Standards	MP C307	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
Sheriff's Office	SO Records/Warrants	IM 350F	HP E62665h | No Finishing, w/Fax	Light Use Device	Configured to User Survey Requests	$106.37	$85.14	$72.47
Sheriff's Office	Warrant Records Office/SO Investigations Front Admin (In PBX per Lynn)	MP C307	Konica/Minolta C301i | w/Staple & Hole Punch	Mid Level Device	Configured to User Survey Requests	$161.32	$128.02	$108.13
Sheriff's Office (Investigations by couch)	Warrants / Records Office/ SO Warrants & Civil	MP 9003	Konica/Minolta C451i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$198.25	$156.83	$132.10
Tax Office	Accounting - Angleton Branch	MP 5055SP	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Tax Office	Alvin Branch	MP 2555SPAD	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Tax Office	Lake Jackson Branch	MP 3555SPAD	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Tax Office	Manvel Branch	MP 2555SPAD	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Tax Office	Pearland East Branch	IM 350F	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17

Tax Office	Pearland West Branch	MP 3555SPAD	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Tax Office	Tax Collection - Angleton Branch	MP 7503SP	Konica/Minolta B551i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$211.95	$167.53	$140.99
Tax Office	Tax Resale - Angleton Branch	IM C530FB	HP X57945z | No Finishing	Light Use Device	Configured to User Survey Requests	$82.12	$66.23	$56.73
Tax Office	West Columbia Branch	MP 2555SPAD	Konica/Minolta B361i | w/Staple & Hole Punch, w/Fax	Mid Level Device	Adding PaperCut Eliminates Fax Board (Subtract $6, $5 or $4 per mo. 36/48/60)	$178.33	$141.29	$119.17
Treasurer	Treasurer	IM C4500	HP X57945z | No Finishing, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$134.94	$107.44	$91.01
Veterans	Veterans	IM C2500	HP X57945zs | w/Staple, Additional Paper & Stand, w/Fax	Light Use Device	Configured to User Survey Requests	$139.56	$111.04	$94.04
					Monthly Total	$27,848.60	$22,138.63	$18,716.09
					Quarterly Total	$83,545.80	$66,415.90	$56,148.26
					Annual Total	$334,183.22	$265,663.61	$224,593.06

Service Details | Additional Terms | Equipment Maintenance and Supplies
Proposed solutions on 36mo., 48mo. & 60mo. Municipal Lease
Pricing and terms per DIR-CPO-4439
Lease price and service CPC (Cost Per Copy) will remain the same for the duration of the contract
Includes: all preventative maintenance, service calls, parts, labor, all consumables (toner) & staples
delivery, set-up, install and training
All B/W impressions billed @ $0.0035 | All Color impressions billed @ $0.035
Service base allotments can be set for budgeting purposes. Function4 will work with the County to ensure
allotments are in-line with usage
Invoice options include: customized spreadsheet billing, monthly, quarterly, or annual frequency
Includes: Delivery, setup, install, removal of current Ricoh fleet, HDD wipe, unlimited training for duration of
contract, end of term HDD wipe and removal, 5 moves per year (site to site), unlimited moves if
moving from one department to another in the same building.
Devices have been right-sized to based on departmental usage and user survey feedback.
See Device Specification for additional configuration and energy consumption details
Function4 agrees to all County requirements in RFO # 25-45 Multifunction Copier Lease and Managed Print Services

PaperCut Print Management Solution (Optional)				
Solution	**Description**	**36 mo.**	**48 mo.**	**60 mo.**
Embedded License	Follow-me-Print on Every Mid Level Device	$2,235.14	$2,136.18	$1,963.98
Card Reader	RFID Card Reader, SSO on Every Mid Level Device			
Fax Integration	WestFax Integration on Every Mid Level Device			
Print Deploy	Dynamic Print Que Deployment, MBM (Mobile Device Management), User Printer Install Based on Location			
Support	Service/Maintenance/Patches/etc. for Lease Term			
PS	Professional Services: Configuration, Implementation & Training for Lease Term			
	Monthly Total	$2,235.14	$2,136.18	$1,963.98
	Quarterly Total	$6,705.42	$6,408.54	$5,891.94
	Annual Total	$26,821.68	$25,634.16	$23,567.76

ScanShare (Optional)				
Solution	**Description**	**36 mo.**	**48 mo.**	**60 mo.**
ScanShare Workflow	Client Workflow Subscription, 24 devices	$1,268.19	$989.51	$823.08
Integration	MDF Integration, Enterprise Addon (ABBYY, Smart Forms, etc.)			
Support	Service/Maintenance/Patches/etc. for Lease Term			
PS	Professional Services: Configuration, Implementation & Training for Lease Term			
	Monthly Total	$1,268.19	$989.51	$823.08
	Quarterly Total	$3,804.57	$2,968.53	$2,469.24
	Annual Total	$15,218.28	$11,874.12	$9,876.96

Sample Invoice and Billing Detail

- **Function4** is extremely flexible when it comes to equipment billing and usage reconciliation. As some departments may share devices and device cost, we can customize billing to allow for multiple department codes / budgets to be involved in payment.
  - Invoice customization can be broken down by location, floor, department or any other group the County would like to have isolated.
  - Equipment can be leased anywhere from 36-60 months and billed upfront or in arrears - monthly, quarterly, semi-annually or annually.
  - An allotment of copies/prints can be added to the equipment payment to prevent or reduce overages
    - Overage reconciliation can take place monthly, quarterly, semi-annually, or annually
- Please see attachments for sample invoice

Function4 Service and Support

Average Onsite Response Time – With a coverage area from Galveston to Huntsville, **Function4** maintains an average response time of **1.5 hours**. As we maintain a sales/service office in Angleton, we anticipate this number to be even lower for Brazoria County.

Guaranteed Response Time– The Guaranteed Response Time by a fully trained, fully stocked, technician is **4 hours.**

First Call Effectiveness – This equates to technician's performance on the machines they work on and the training commitment and practices of the dealership. This measures necessity of an additional service call after a previous call has taken place. (Majority of industry uses a 10-day timeframe to rate First Call Effectiveness while ***Function4*** uses a 45-day timeframe) ***Industry Standard 55% Function4 77%***

Machine Uptime – Function4 guarantees an uptime percentage of 98%. If for any reason a machine is down longer than 24 hours, a loaner device will be made available.

Preventative Maintenance/ Remote Diagnostics – Function4 strictly adheres to manufacturer specified preventative maintenance cycles (PM Cycles). As PM cycles are determined based on model and usage, **Function4**'s service department remotely monitors usage and automatically schedules PM calls when called for. Users are given a heads up to expect a technician as the machine will be down for a short period of time while the PM is performed.

Total Service Call – To best eliminate downtime, **Function4** technicians perform "Total Service Calls". This refers to a technician performing diagnostics on the entire machine during every service call. Each device provides a detailed reports of its parts life cycles – if any part is at 80% of life or greater, the technician is required to change that part even if it has not failed.

Average Technician Grade – A calculation of 11 key performance metrics, measured on three areas that affect the customer the most (listed below) ***Function4 Target - A, Actual Accomplished - A***

Average MCBV (Mean Copies Between Visits) – This metric calculates the average images produced between service calls which is an indicator of machine reliability. This algorithm not only determines if

their machine MCBV exceeds the average, but also by how much. ***Function4 Target 50,000. Actual 120,000.***

Automatic Supply Replenishment – The County will have the option of auto-supply replenishment or manual ordering of supplies via our F4 portal, email, or phone. Auto-replenishment is managed remotely and automatically triggers a supplies order as supply thresholds are reached. Supplies will be shipped directly to the machine's location, or to a central distribution hub if the County chooses. Staples are not an item that can be auto-replenished, however, a notice will be shown on the machine however, when the cartridge becomes low.

Internal Management of Performance

- Phone fixes and remote diagnostics for certain service calls via our **Help Desk**
- Average onsite response time for a down machine of 1.5 hours ***(This includes a coverage area from Huntsville to Galveston.)***
- Our technicians carry a car stock of commonly needed parts, and our local warehouse stores a variety of not so common parts and items for quick turn around
- **Function4** uses GPS tracking and dispatch so we can get a technician to respond to your service needs as quickly as possible

Training and Service Call Procedures

Onsite Training – **Function4** will provide onsite training teams that will work in conjunction with Brazoria County personnel to set training schedules for staff. In working with many ISD's over the years, we have recognized that many print related issues stem from a lack of sufficient training. With this understanding, we have made **Function4** training available at no cost on an unlimited basis throughout the duration of the contract. We encourage training for our ISD clients at the beginning of each school year and on Teacher Inservice days to ensure all employees are capable and confident.

Training will include the following:

- Hands on training of features and functionality
- Ordering process for service and supplies via **Function4** Customer Portal
- Laminated instructions for most used features and functions to be left behind at each device location
- Training Videos and other literature will be made available for all personnel

Function4 Portal – Access to our Customer Portal is typically provided to the department "power user", however access can be provided to users based on Administrator approval.

- Place service calls
- Order supplies
- Track shipments
- Monitor equipment volumes
- View service histories
- View billing information

Service Call Notification and Procedures

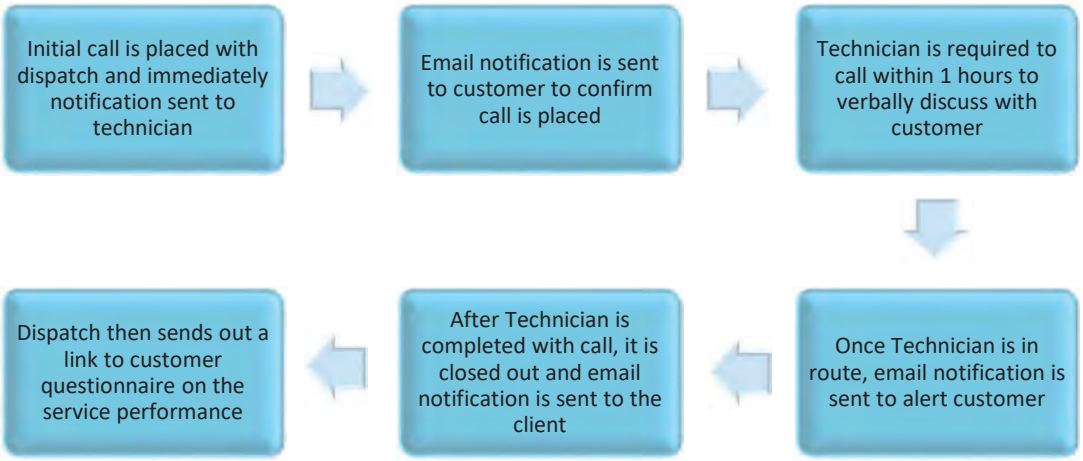
- Initial call is placed with dispatch and immediate notification sent to technician
- Email notification is sent to customer to confirm call is placed
- Technician is required to call within 1 hour to discuss issue and ETA with customer
- Once Technician is in route, email notification is sent to alert customer

- After Technician has completed the call, it is closed out and an email notification is sent to the client
- Dispatch then sends out a link to customer containing a questionnaire on the service performance

Service Calls for all Locations

- All service calls will be taken by same location at Houston headquarters in Sugar Land, Texas
- Having all calls go through central dispatch will allow for monitoring of metrics for all locations
- Record of all calls will be maintained on the Brazoria County customer portal

Service Call Notification and Procedures



Security and Compliance

- **Secure Print Release** will be handled natively via pin code, or badge reader. Directory Services (such as Google, AD, LDAP, etc.) will be leveraged to authenticate users in preference to storing passwords in the print management system. If users are defined outside a directory service (e.g. guest printing accounts), the password should be securely encrypted. PaperCut NG/MF uses Bcrypt for this purpose.
- **Advanced Encryption Standard (AES)** uses a 128-bit key to secure data stored on the copier's internal hard drive
- An internal firewall provides **IP address filtering** and control of protocol and port access. IP address filtering can be set at the machine: the network interface card of the MFP can be programmed to only grant access to the device to specific IP address ranges from client PCs.
- **SSL and TLS encryption** protects communication to and from output devices, covering online administration tools, the PageScope Enterprise Server, and Active Directory transmissions.
- Konica Minolta's security **firmware update policy** focuses on enhancing security and addressing potential threats through regular firmware updates. Updates often include improvements to TLS and other security protocols, as well as addressing identified security flaws.
- Konica Minolta has incorporated the log transmission function using Syslog, which is the standard protocol, so that MFPs can be managed by **SIEM** as IoT devices. This enables centralized management of access monitoring, such as “login outside working hours, including late at night” and “high-volume scanning late at night.” IT administrators can take appropriate action for MFPs.

- At end of lease, **Function4** will pick up all devices, **wipe the hard drives**, provide a certificate of destruction, and then dispose of the devices

Technology & Features

- All copiers will be equipped **with copy, print and scan** functions. **Fax** capability is based on user/workgroup need specified in bid.
- Papercut's **Scan to Cloud Platforms**-Scan to the cloud storage of your choice, including OneDrive, SharePoint, Box, G-Drive and Evernote. All scan jobs and data are encrypted with signed certificates and transmitted over HTTPS following industry security best practices.
- **Mobility Print**- Mobility Print simplifies the printing experience for bring your own devices (BYOD) and other end-user managed devices, such as smartphones, tablets, laptops, or Chromebooks. (**Mopria, AirPrint, NFC pairing, and wi-fi direct**)
- **Papercut Print Deploy**- Print queues are automatically deployed as mobile staff move between departments or sites. It installs native drivers along with default settings like grayscale or duplex and finishing options like stapling and hole punching.
- **Touchscreen Interface** – the interface measures 10" across, with a 26 to 90 degree available tilt, and tablet style scrolling. Completely customizable to suit work group workflows or individual preferences, the interface settings can even be made to "follow" employees that use multiple machines across the organization.
- **Advanced document workflows capabilities** - With its high-powered optical character recognition (OCR), barcode reading and writing, de-skewing, image converting, and Smart Invoicing, Scanshare Capture takes multi-step, manual tasks to a new level of digitization. The application offers intelligent barcode detection and smart page splitting that enables you to capture multiple pages but store each page separately. Zonal character recognition extracts specific information from the document by analyzing specific zones and using that information to route, rename, or store the document in a specific location. See additional details in our Value-Add Section
- **Integration with County document management systems** can be achieved with Scanshare. With full integration to Active Directory and OAuth, accessing shared resources couldn't be easier. Via their single sign-on, users only have access to the resources their network credentials or AD group permits. See additional details in our Value-Add Section

Sustainability Requirements

- Konica Minolta's clean planet recycling program leads the industry in protecting the environment with free **pickup and recycling of consumables and packaging**. This program has kept more than four million items (2,200 tons of material) from reaching landfills. With more than 53,000 customers enrolled in the program, KM continues trailblaze a path to sustainability.
- **Energy Star Certification** - Konica Minolta "I" series devices are all Energy Star certified. The EPA ensures that every product that earns an Energy Star label are independently certified to deliver the efficiency, performance, and savings our consumers have come to expect.
- **Toner sustainability** Konica Minolta's exclusive Simitri® HD toner is a polymerized toner formulation which contributes to a reduction in environmental impact. Simitri HD toner has smaller, more uniform particles than ordinary toners. That means almost **one-third less** toner is needed to create an image. Simitri HD toner also fuses to paper at lower temperatures, generating less heat and requiring **less energy.** The emission of **CO2 is cut by nearly 40%**, reducing output of a gas that contributes to global warming.

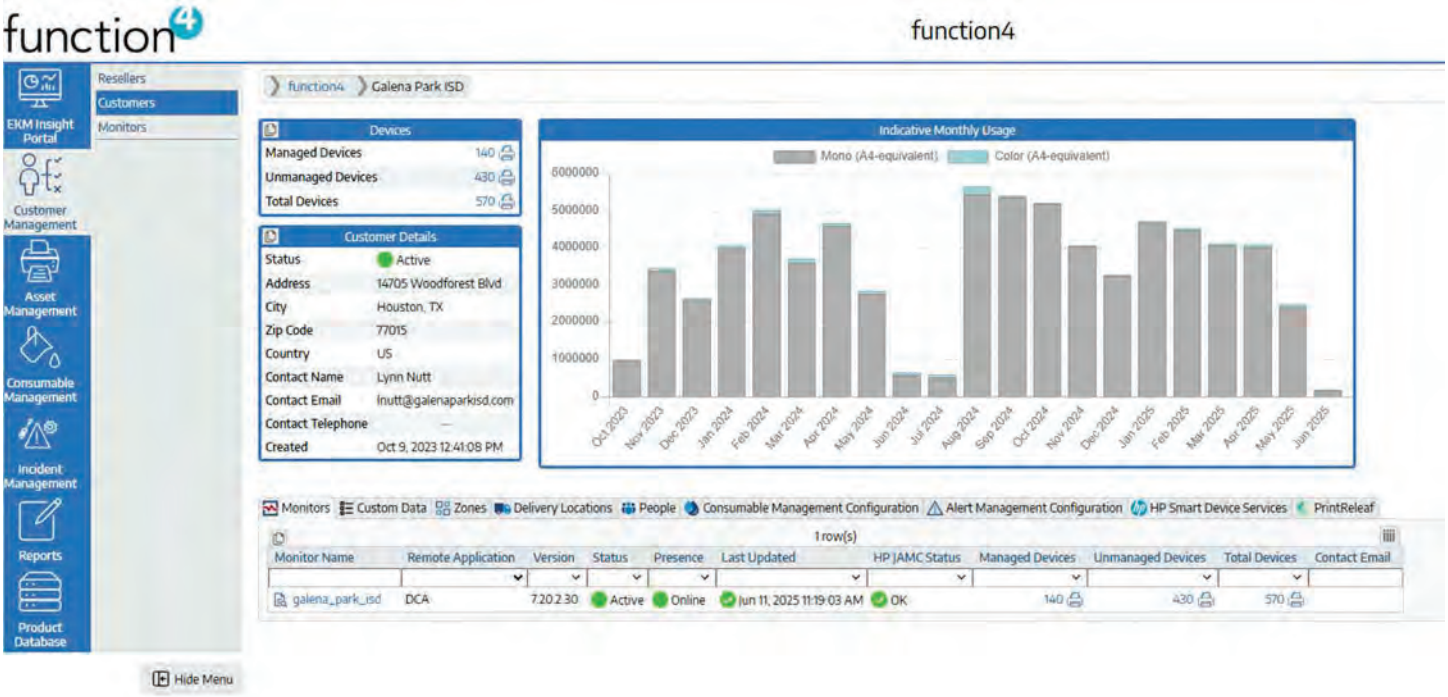
- **Additional Certifications**:
  - Eco Mark – certifies products have a low environmental impact from production to end of life
  - Blue Angel – independent German organization with stringent environmental standards
  - EcoLeaf – uses Life cycle assessment (LCA) analyzes and life cycle stages from the extraction of resources to manufacturing/assembly, distribution, use, and discarding/recycling
  - FTSE4Good - Index designed to measure the performance of companies demonstrating specific Environmental, Social and Governance (ESG) practices
  - Prime Status - awarded to companies that demonstrate exemplary performance in these areas, exceeding industry-specific thresholds. This status signifies a company's leadership in sustainability, based on a comprehensive assessment of its ESG performance
  - Forum Ethibel - providing verification services and advice in a way to help companies to become sustainable in a credible way
  - Morningstar Socially Responsible Investment Index - helps investors measure portfolio-level risk from environmental, social, and governance, or ESG, factors.

Flexibility & Scalability

Function4 is incredibly flexible when it comes to mid-contract changes. Areas in need of change can be identified through planning sessions or quarterly business reviews and put in place immediately. The County will have the option to **upgrade at any time during the contract** and will be advised of the best course of action by account representation - **Coterminous additions, inter-organizational machine swaps, and Function4 machine swaps**, will all be evaluated to find the best course of action. Should the County choose an upfront allotment of copies to be billed with the equipment, a **plus or minus volume change** can be made within the same day of notification/identification.

Managed Print Services

Insight- **Function4** utilizes an application called Insight to **remotely monitor** supply levels, machine diagnostics and machine usage, and is also the application that feeds our billing system. Insight, though primarily used by the service provider for device info and billing, can also be shared with the County. This would provide a user-friendly dashboard view of all print equipment information.



Papercut is a print management software we recommend and have provided more information on in the attachments. Papercut offers more in depth customer-facing tools for **total print management.** Papercut allows for detailed **usage reporting** (color vs. mono, duplexing, oversized prints, job type, application used, and complete user information). **Reports can be set up by department, user group, or location** and automatically sent to multiple individuals of the County's choosing. **Print rules** can also be applied to individuals or groups to nudge or mandate desired printing behaviors. Pin codes or badges can be used to authenticate at the machine to provide additional security of information, as well as waste prevention.

The **Function4 Help desk** is available for immediate attention to issues that can be resolved remotely. Hours of Operation for Help desk are Monday – Friday, 8am-5p.m., and most help desk issues can be resolved within 15 minutes. The **Function4** helpdesk is operated out of the Sugar Land headquarters.

Work Schedule

Implementation and Logistics

Pre-Installation Preparation – **Function4** will provide pre-install support to assist Brazoria County in the installation of drivers, scanning destinations and address books. The intent is to **preconfigure equipment as much as possible to facilitate the speed and accuracy of the installation.**

Function4 will request to have the availability of one Brazoria County employee to guide the install. We will would also like to communicate with Brazoria County IT personnel at least one month prior to deployment to accomplish the following via remote or onsite sessions:

- Identify all IP and gateway locations
- Upload all address books
- Installation of new print drivers and destinations
- These steps will assist in minimizing disruptions in operations during installation

Project Management – Function4 will **dedicate a Project Manager** to Brazoria County to facilitate the implementation. Our Project Manager will coordinate the communication of all timeframes regarding delivery, install, and training.

Installation and Delivery – **Function4** will use two delivery teams working simultaneously to facilitate the delivery and install. Provided the County selects to move forward with **Function4's** right size recommendation, each team will be able to install roughly 15-20 devices each day making for a **completed install in under two weeks**. Each installation team will consist of two installers, one technician and one trainer with our PM overseeing both. (Training can be scheduled at the discretion of Brazoria County and follow-up sessions are available throughout the contract at no charge).

Function4 would like to utilize Microsoft Teams to create a central point for communication and delivery schedules. Project meeting times will be set for the multiple phases of installation and used as **checkpoints/milestones** along the way.

- Pre-installation conferences
- Sharing of necessary information for equipment configurations
- Real-time updates of installation progress
- Contacts for both **Function4** and Brazoria County necessary for successful implementation
- Training schedules and contacts

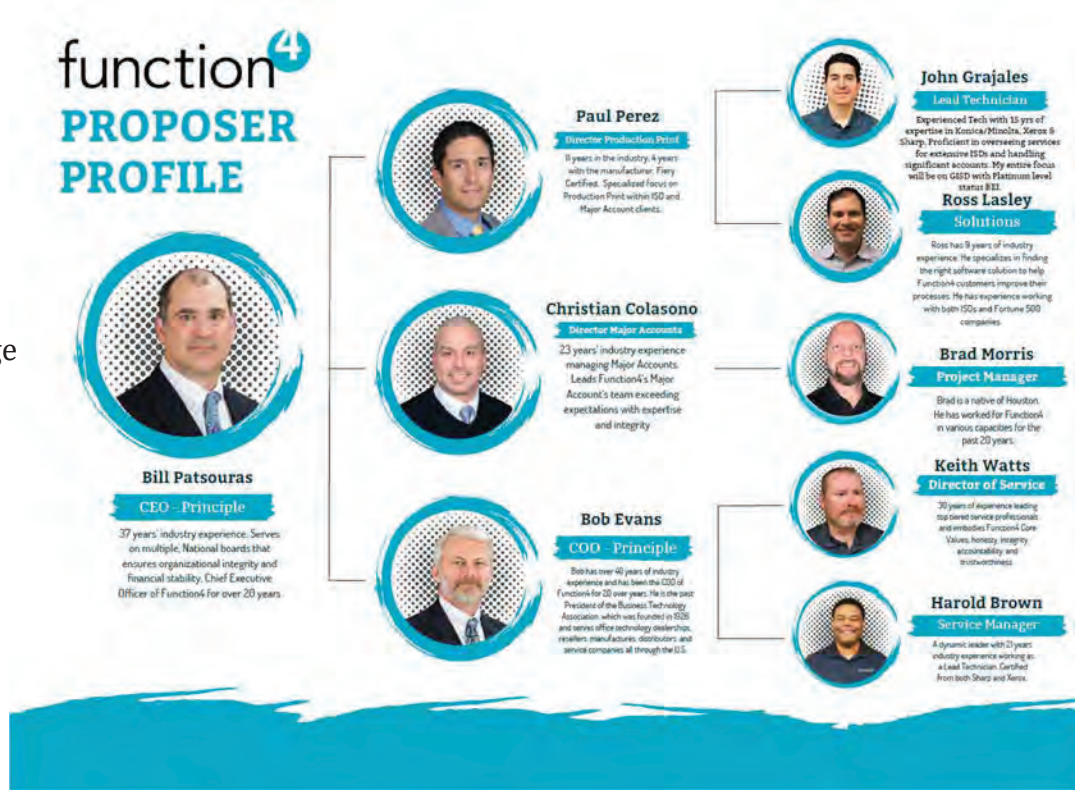
Firm Information

Mission
To provide innovative technologies and advanced strategies to improve our clients' business processes.

Vision
Become the premier provider of office technologies and services in our markets by recognizing the trust our customers, team members, partners, and community place in our company and to hold that trust above all other things.

Core Values

- Accountable
- Trustworthy
- Integrity
- Embrace Change
- Teamwork



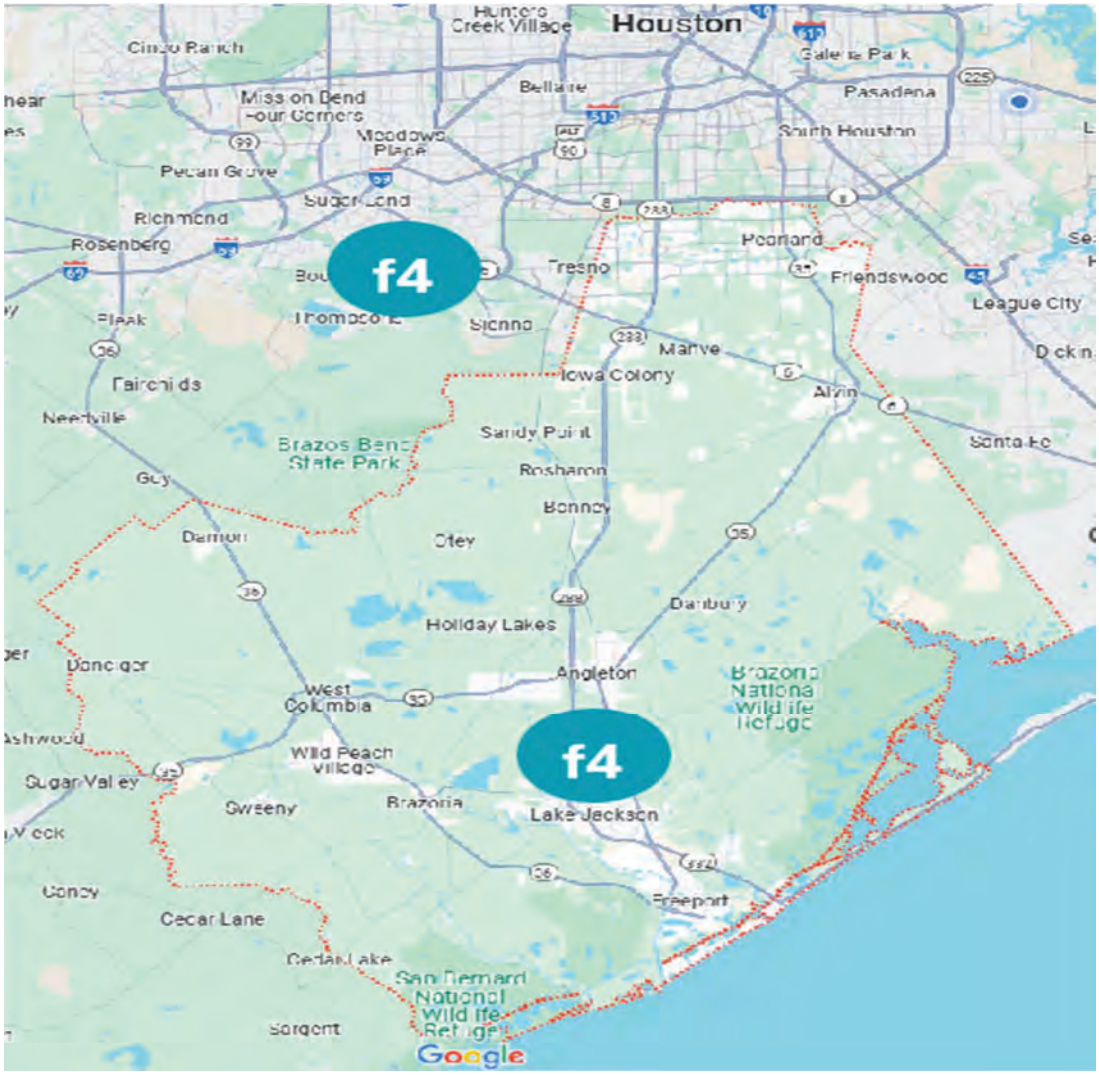
As **Function4** has been in the office equipment industry for over **30 years**, we understand and embrace our niche. We intentionally avoid the giants like Houston ISD, Exxon Mobile, and Harris County as the significance of our service quality and our attention to detail become lost in their hierarchy and thus show little value. Instead, we carefully choose who we target as customers, and tailor our offerings to meet their needs.

With one of our company's core values being "service to the communities in which we live" we take both pride and pleasure in providing this proposal tailored to the needs of Brazoria County. We look forward to the opportunity to provide The County with great products and even greater service experience.

Function4 Locations

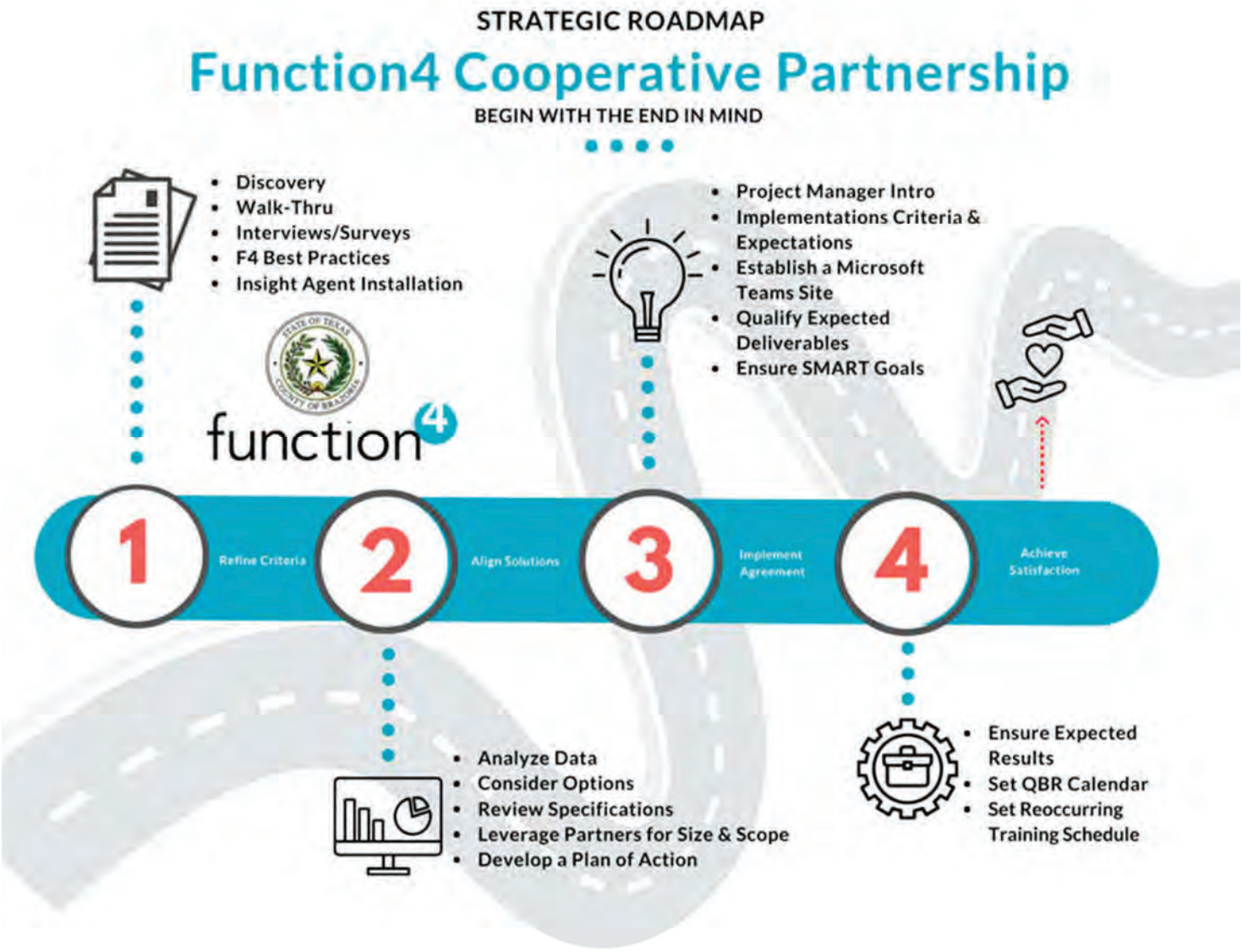
Function4 is headquartered in Sugar Land, TX where we keep a fully stocked parts and supplies warehouse. As **Function4** is one of the few MFP organizations that is locally owned and operated, partnering with Brazoria County would reinforce our commitment to one of our Core Values - Supporting the Communities We Live In.

As we have many customers in the coastal region of the Houston area, such as Brazosport College, Brazosport ISD, City of Angleton, City of Clute, as well as everyone's favorite gas station, we also keep an office in Angleton for technician convenience and faster response times. With this office being in the heart of Brazoria County, we expect our service metrics to exceed current standards and improve user satisfaction.



Additional Company Information

Function4 utilizes the Cooperative Partnership approach to customer engagement. Our goal is to align ourselves alongside the client throughout the buying process. This allows us to fully understand the task at hand, provide a solution that meets all customer needs, work in lockstep with the customer to fulfill the implementation, and ensure the desired results are achieved.



Cooperative Partnership Overview

Analyze and Refine – The first step in our process is to truly understand the customer's needs and goals through detailed analysis of current workflow and County characteristics, as well as future state goals.

- Discovery Meetings – The first step is grasping the needs of the client, and understanding their current situation, goals, initiatives, immediate requirements, etc.
- Walkthrough – Understand the layout of the organization to determine user to device ratios as the proximity to devices will play a significant role
- User Interviews/Surveys – Information from "power users" can be tremendously important. These individuals have the pulse of the day to day needs and issues around printing. Understanding these needs will play a large role in our eventual solution proposal.
- **Function4** Knowledge/Industry data – Share **Function4** experience and best practices to avoid common pitfalls and spur conversations on future state

Align Solution - Once **Function4** is confident that we have enough information to fully understand the County's needs, we match those needs with a solution that meets or exceeds expectations.

- Incorporate data from the analysis phase to build a solution
- Consider all available options that will satisfy the County's needs
- Review manufacture specifications / **Function4** equipment metrics to help determine best solution
- Leverage Partners to ensure size and scope of the project are considered during the pricing phase
- Ensure solution fits needs, client has bandwidth to implement, and pricing is in line with the budget

Implement Agreement - Our goal is to have the majority of leg work completed prior to stepping on site. This cuts down on the need for County resources and allows for a smooth transition.

- Introduce Project Manager to oversee the full implementation
- Understand all of the County's implementation criteria and expectations
- Establish a Microsoft Teams site to establish 2-way real time communication with the County's team
- Aid the County in quantifying expected deliverables
- Ensure all goals are SMART (Specific, Measurable, Achievable, Relevant, Time-bound)

Achieve Satisfaction/Continued Support – Once the solution is implemented, it is necessary to ensure it is adopted by all, being used correctly, and to the County's satisfaction.

- Ensure invoicing is configured to client needs
- Set up **Function4** Portal
- Ensure results are what was expected
- Set quarterly business review schedule

Vendor References

1. Name of government or agency: Montgomery ISD
Address: 20774 Eva Street Montgomery, TX 77356
Contact Name: Amanda Davis, Director of Technology
Phone Number: 936-276-2510, amanda.davis@misd.org
$ amount of project / contact: Project Value – $800,000
Contract / Project dates: 2020 - Present

2. Name of government or agency: Dickinson ISD
Address: 2218 FM 517 East, Dickinson, TX 77539
Contact Name: Robert Cobb, Assistant. Superintendent
Phone Number: 281-229-6100 rcobb@dickinsonisd.org
$ amount of project / contact: $900,000
Contract / Project dates: 2018 – Present

3. Name of government or agency: Chambers County
Address: 404 Washington Avenue, Anahuac, TX 77514
Contact Name: George Barrera, Purchasing Agent
Phone Number:409-267-2448, gbarrera@chamberstx.gov
$ amount of project / contact: $500,000
Contract / Project dates: Project Term 2022- Present

4. Name of government or agency: Jefferson County
Address:1149 Pearl Street, Beaumont, TX 77701
Contact Name: Deborah Clark, Purchasing
Phone Number: Deb.Clark@jeffcotx.us, 409-835-8599
$ amount of project / contract: $800,000
Contract / Project dates: 2008 - Present

4. Name of government or agency: Brazosport ISD
Address:301 West Brazoswood Drive, Clute, TX 77531
Contact Name: David Mendoza, Dir. Of Technology
Phone Number: 979-730-7113 david.mendoza@brazosportisd.net
$ amount of project / contract: $500,000
Contract / Project dates: 2022 - Present

Additional Vendor Documentation

Function4 Peace of Mind Guarantee

Function4 believes in providing customers with flexible, scalable, and efficient solutions that simplify operations and increase productivity. To take this a step further, **Function4** offers the below **Peace of Mind Guarantee** for the products and services offered to its customers from day one through the end of term.

Supporting You is Our Business

By collaborating together in setting out the satisfaction criteria in the service agreement and statement of work, our team will support you in reaching or exceeding those goals guaranteeing your peace of mind.

Hassle Free Replacement

If a product fails to perform under its factory specifications or fails to be compatible with your network at the time of installation, **Function4** will repair or replace the leased product with a similar or upgraded model at no cost to the customer.

No Nonsense Support

Tired of wasting time and energy trying to find the right person to help you? **Function4's** integrated support team provides remote and on-site support. Just open a ticket and we will start getting your business back on track.

No Penalty Walk-Away

If after **Function4** has attempted remedy and you are still not satisfied, just walk away. **Function4** will remove any equipment or products at no cost to you.

Should you have any questions about this guarantee and its terms and conditions, your agreement, or statement of work, contact your account representative at any time.

function4
EFFICIENCY EVOLVED

Some of the Organizations **Function4** Supports

Waller Independent School District

The Texas Heart Institute
Center for Cardiovascular Care

PUFFER

LAMAR UNIVERSITY

RPC+

Sagemont Church

BISD
Brazosport Independent School District

Fort Bend Central Appraisal District

EQUIPMENT DEPOT

Brazosport College
The College of Choice®

Galena Park ISD
GP
Excellence in All, For All, By All

Panthers
Danbury Independent School District

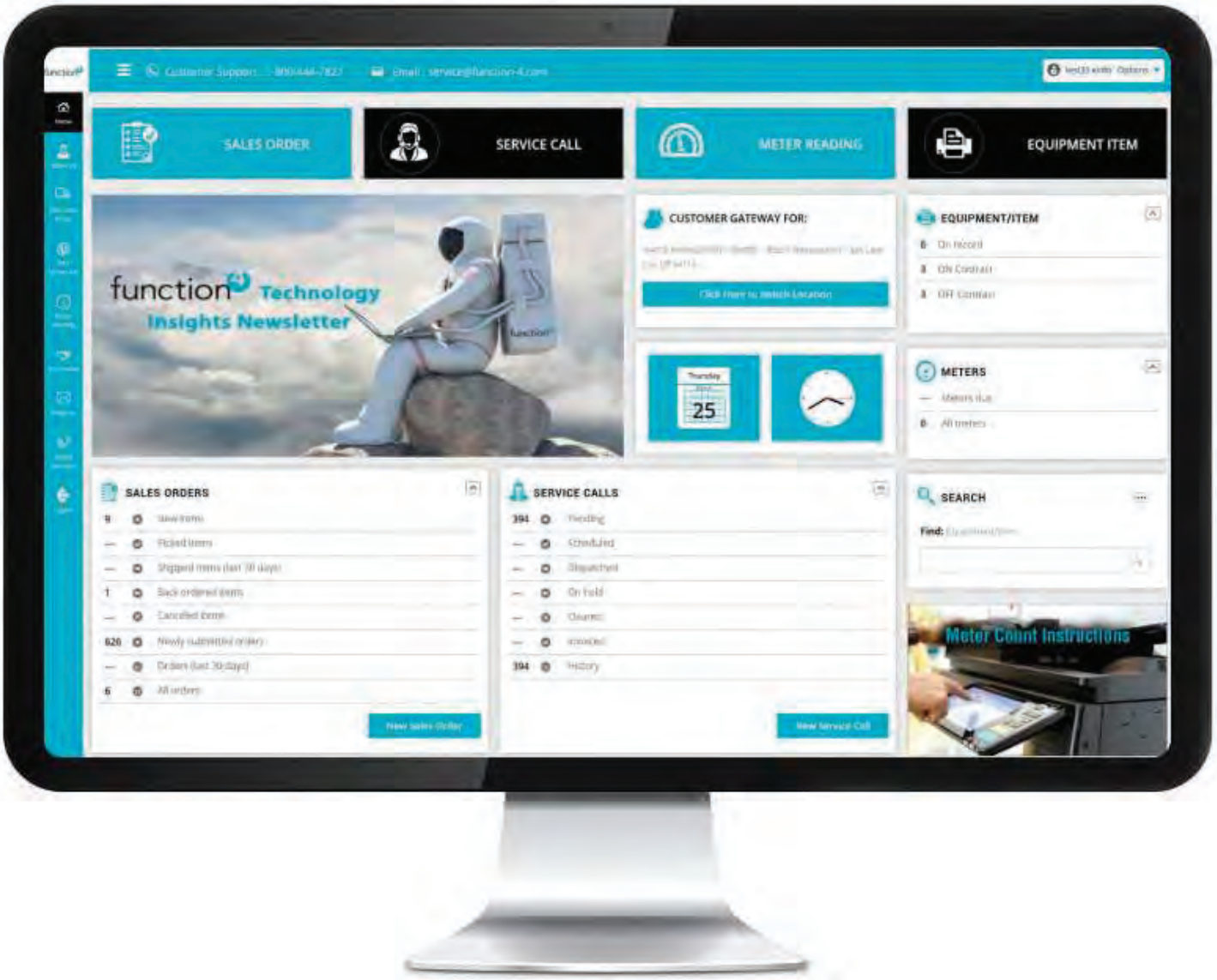
La Porte Independent School District

MyCHN
Community Health Network

Chambers County Texas

Jefferson County Texas

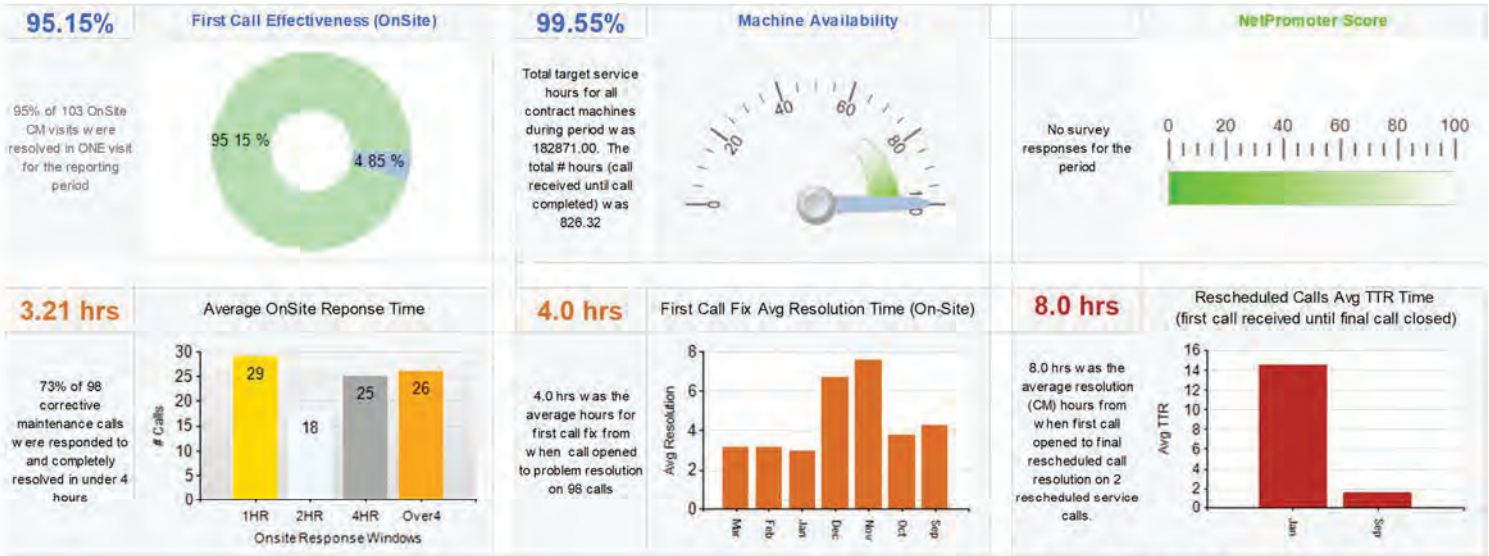
Customer Portal

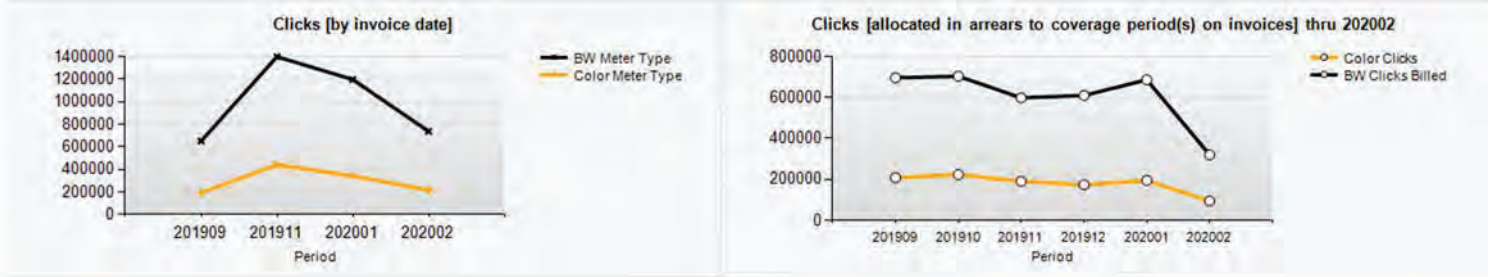


- Place service calls
- Track Shipments
- Monitor equipment volumes
- View service histories
- View billing information
- “How To” instructions provided to all necessary personnel

Quarterly Review Metrics

- Your **Function4** Account Management team will provide metrics and analytics to the County to better understand device usage, service history, best practices for under and over utilized systems based on real time data.







NPS (Net Promoter Score) Information



The Net Promoter Score is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others. It is used as a proxy for gauging the customer's overall satisfaction with a company's product or service and the customer's loyalty to the vendor.

Many companies claim that they have the "Best service in the business" but few even have a way to measure how happy customers are. Here at Function4 we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score system www.netpromoter.com

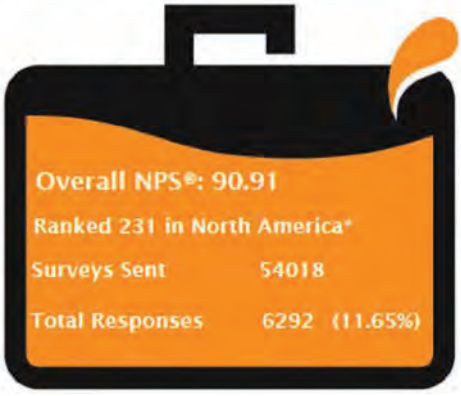
The average N. American company has a Net Promoter Score® of 30.

Some well-loved companies reach scores into the 70s and 80s

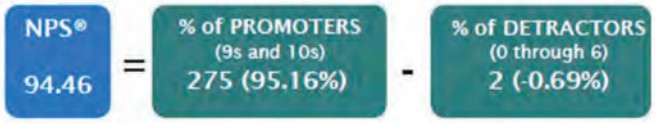
NPS® Leaders - N. America 2024	
Company	**NPS**
Tesla	97
T-Mobile	82
Starbucks	77
USAA	75
Amazon	73

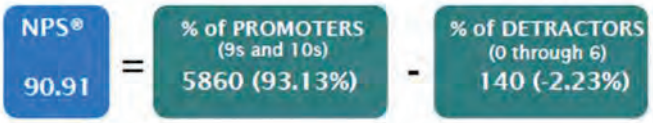
NPS scores published by Satmetrix Systems











BEI Services

Both independent dealers and manufacturers in the MFP industry utilize a third-party organization called BEI Services to evaluate their service department's performance based on several key benchmark areas. BEI processes nearly 1.2 million service calls every month on millions of imaging devices and more than 30,000 technicians. Their database consists of over 1 billion performance records on machines, parts, and technicians worldwide. This data is then used to rate technicians and overall dealership's performance compared to national averages.

Function4 was once again recognized for service excellence by BEI Services and ENX Magazine. The recipients of this award committed to a full audit of individual technician and overall service department performance by BEI Services. **Function4** was evaluated and proved to outperform other dealerships nationally in key areas relating directly to customer satisfaction:

- Commitment to reducing the number of return visits to customer locations due to machines not meeting, or exceeding, defined benchmarks for performance
- Commitment to stocking technicians with the right parts to ensure machines are fixed the first time, allowing for maximum up time.
- Customer equipment meets, or exceeds, national model specific benchmarks set for copies produced between service visits.
- Commitment to monitoring and grading technician performance in 11 different service performance areas.



Additional Information on BEI Services



Value Add / Cost Saving Options

Print Management Software - Papercut

Print Deploy

PaperCut's Print Deploy feature is an innovative print queue deployment tool, allowing you to get the right print driver and right queue to the right person in the right location, automatically.

Print Deploy automates the time consuming, frustrating tasks of setting up print queues and deploying print drivers on computers in your network. Once a user leaves a site, it removes the queue and driver automatically, so clean up is a breeze.

With Print Deploy, you'll:

- Save time by deploying print queues and drivers easily at scale
- Maintain flexibility with a tool that supports environments with or without a print server
- Reduce support tickets with an automated printer configuration that's no touch for end users, even as they move between sites
- Save money on maintaining and supporting an on-premise Active Directory just to support printing
- Increase end-user productivity with automated setup and printing that just works
- Remove risk because it's from an organization with 20 years' experience in print management

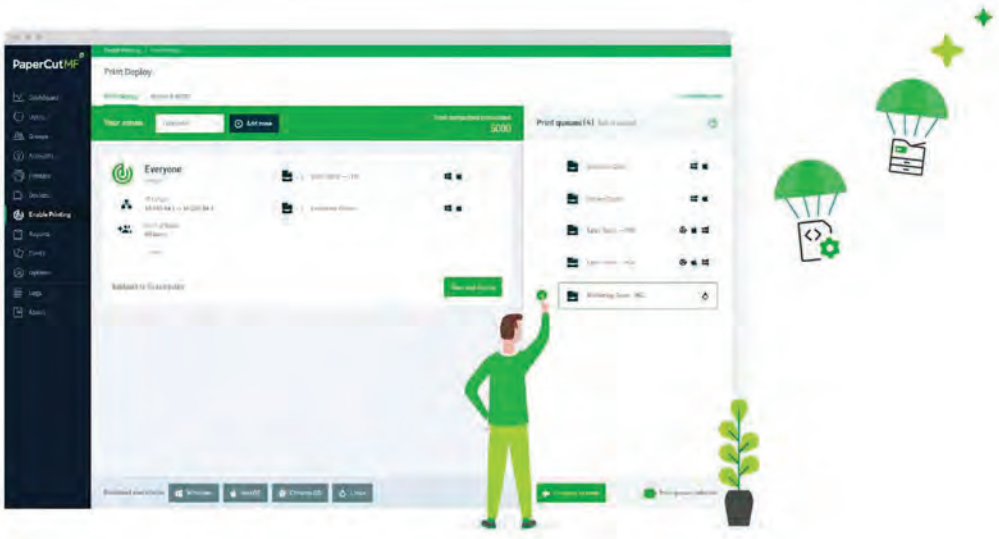
Mobile printing and BYOD

Your team wants to work on the device they're most comfortable with – laptop, tablet, or smartphone; running iOS, Android, Chrome OS, Microsoft Windows or macOS – and PaperCut supports them all with its BYOD (Bring Your Own Device) features.



Mobility Print is the flagship solution for mobile printing and BYOD, enabling millions of users to easily print from their devices, with a native print experience from any application. It takes away the complexities when working across different operating systems, file formats, and brands.

Additionally, the Web Print option gives users easy access to print Microsoft Office, PDF, and image files directly from the browser, even when they're not on site or connected to the local print network. Combine this with Email to Print, and users have the option to email their jobs to an address you create (e.g. printme@organization.net), and their documents will print at an authorized printer within your environment, making guest printing as easy as PaperCut.



PaperCut MF | 21.1

Smarter printing insights, and new security enhancements!

Spool File Encryption



Adding more security to your printing environment

Security is a high priority in most organizations, but print security is regularly overlooked. It's why PaperCut is now encrypting your print spool file information when using the PaperCut Print Provider to hold your prints.

With Spool File Encryption enhancements, you can feel at ease that all print jobs you create are encrypted on disk when waiting to be securely released at the MFD.

Data Integrations



PaperCut MF now comes with Data Integrations: a new feature that allows you to export daily usage data from PaperCut MF into various 3rd party tools for - graphics, reporting, business insights, or accounting systems.

This feature expands our suite of reporting functionality options like in-built reports and custom reports.

Multi-domain Support - Active Directory (Out of Percolator)



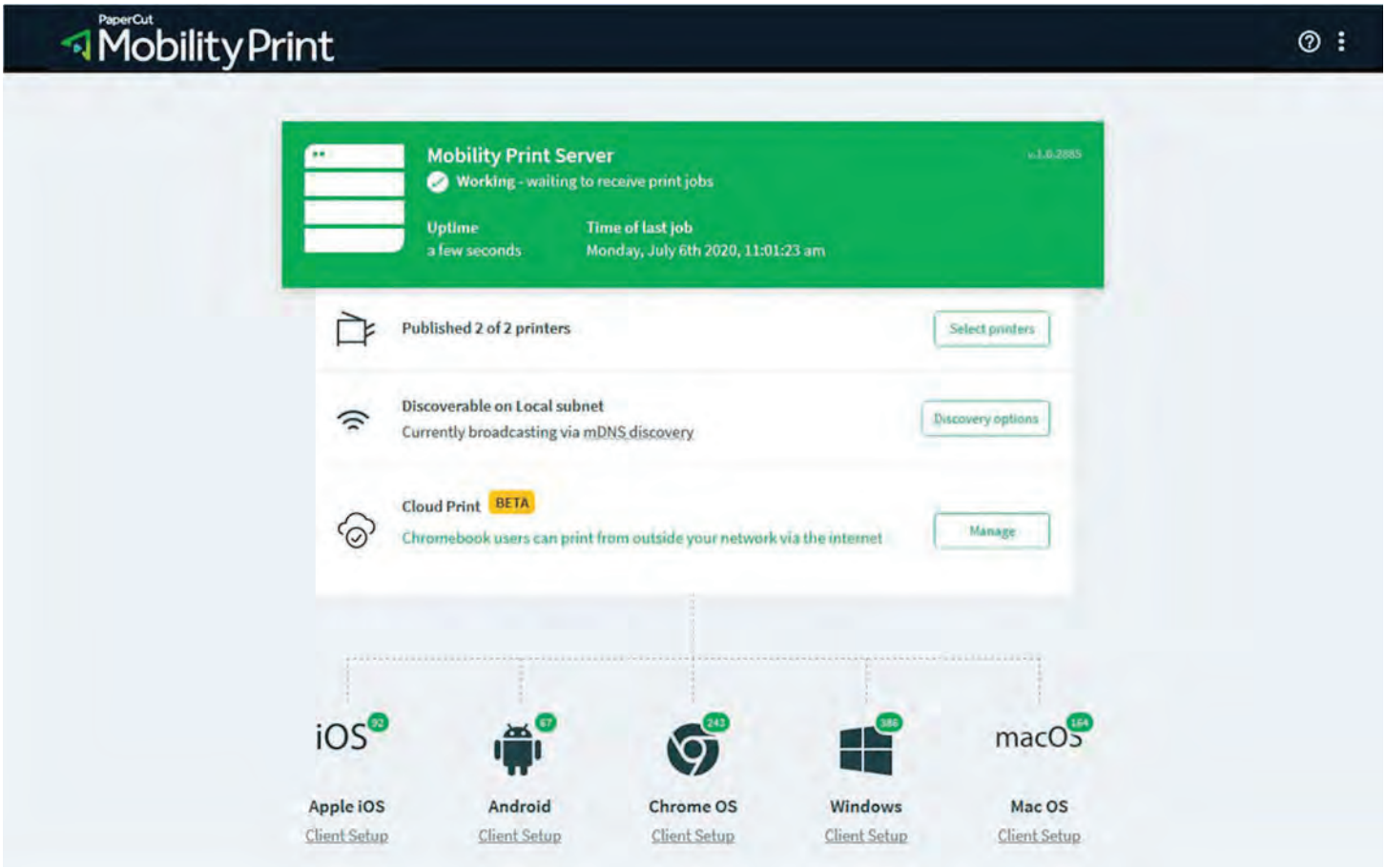
In large multi-domain Active Directory environments, you can run into username clashes when two people from different domains share a SAMAccountName (e.g., jsmith).

We've introduced support for User Principal Names in Active Directory Multi-domain environments to give users fully qualified names (e.g., jsmith@papercut.com). These names are unique across all domains, eliminating the possibility of username clashes

Mobility Print – Cloud Print



New Cloud Print is making printing easier over the internet. Recently released is support on Windows, as well as managed and BYOD support on Mac

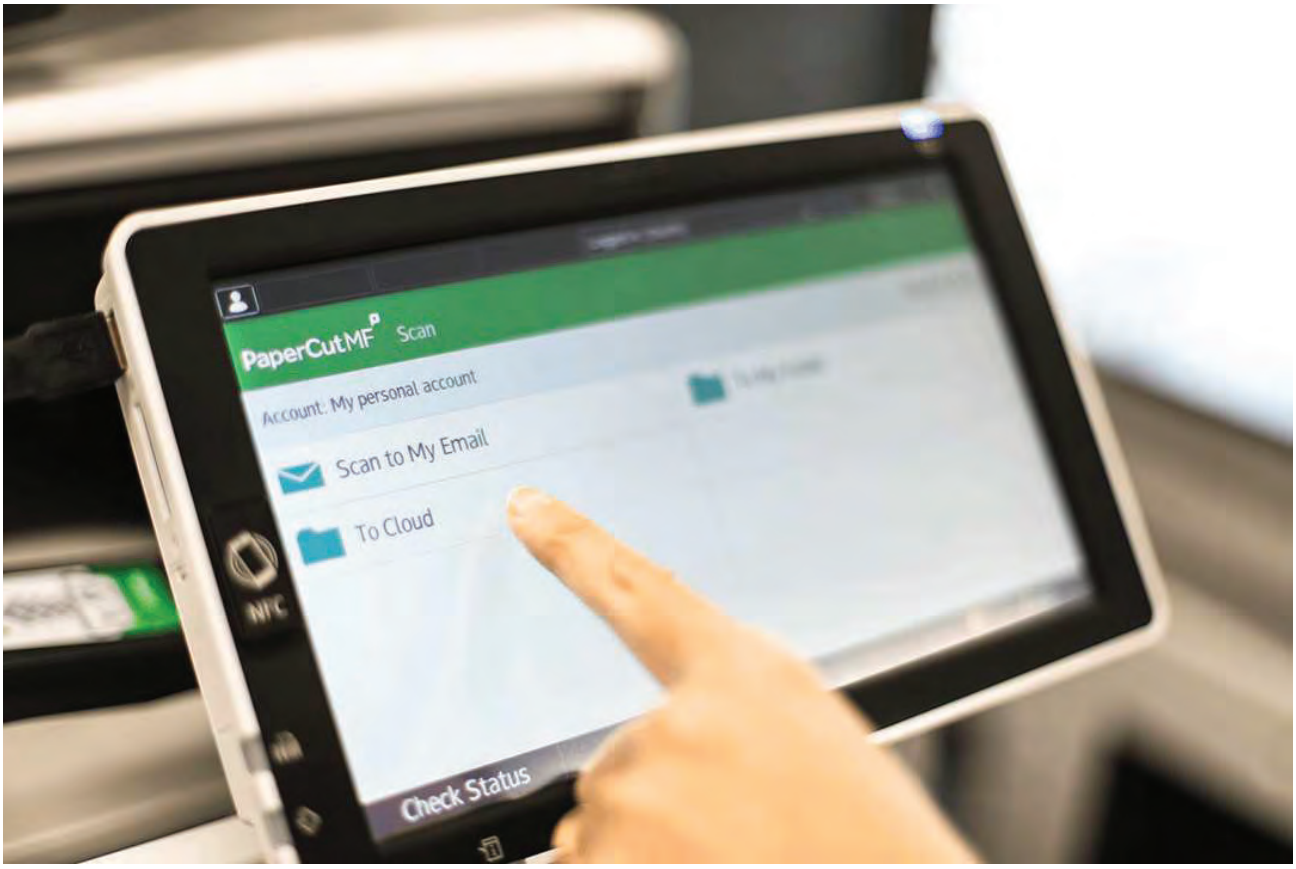


Scan to Cloud Storage

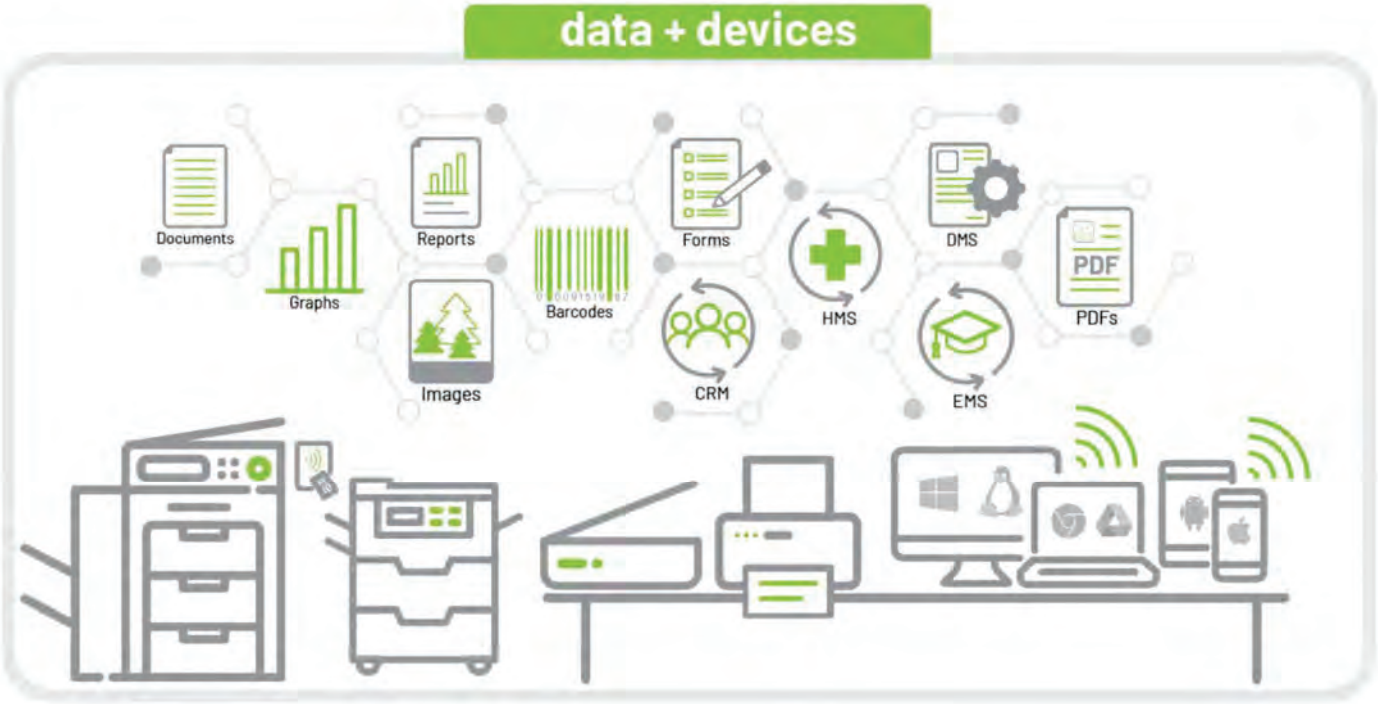
One of the core features of PaperCut is making printing simple. Now we bring the same value to scanning, because we think you should be photocopying less, and scanning more.

We empower the administrator to configure one-touch scan actions that allow users to complete the vast majority of their scanning tasks in just one click per task. However, simplicity doesn't mean lack of functionality. If the user wants, they can customize scan modes, paper size, file types… and yes, even DPI (dots per inch — basically the resolution or quality of the scan).

And after the user walks away from the device, magic happens in the background with document processing. Everything from OCR (Optical Character Recognition — turning scans into searchable text), or batch splitting (turning a whole batch of documents into individual scan jobs), or blank page removal (document fairies removing those super annoying blank pages that you normally have to remove back at your desk after opening the PDF).



Function4 ScanShare



Capture

- Multifunction devices with SSO support
- File system, Email and FTP monitoring
- Mobile capturing
- Print jobs capturing

Process

- Unlimited page text recognition (OCR)
- Document zone analysis (Zone OCR, OMR, ICR)
- Barcode recognition, separation and generator

Store

- Email distribution
- File system locations
- Document Management Systems
- A range of cloud file hosting connectors
- Office 365 support
- Document printing

Capture Sources

- Multifunction devices
- iOS/Android smart phones
- Network/local scanning devices
- Email
- Local, remote or network folders
- FTP sites PC desktop client
- Printer client Web services

Storage Connectors

- Network Folders
- Cloud storage providers, including Microsoft®, Google®, Box®, Dropbox®, Citrix®
- Dozens of content and document management system connectors
- Email Printing devices
- View available connectors

Processing Modules

- Full text recognition
- Zonal and Smart text recognition
- Intelligent Character Recognition
- Automatic FreeForm recognition
- Optical Mark Recognition
- Interactive document verification and approval web module

Enterprise Features

- Accounting and billing
- Centralized, HTML5-compliant administrator user interface
- Digital signature module
- Military-grade encrypted storage
- Clustering and load balancing
- Authentication services

Konica/Minolta Sustainability Reports

KONICA MINOLTA

RETHINK
REUSE
REPURPOSE
RECYCLE



SUSTAINABILITY WITH EVERY PRINT

Global enterprises bear a significant responsibility in fostering a sustainable society by lessening their environmental footprint. Konica Minolta is committed to the creation of new value by continually evolving and contributing to the sustainable growth of society and individuals. From innovative design and energy-efficient production to responsible recycling and disposal, we ensure our devices meet high environmental and safety standards across all stages of a product's lifecycle.

SUSTAINABLE DEVELOPMENT

Konica Minolta devices are designed and manufactured to reduce environmental impact at every lifecycle stage: design, production, supply chain, transport, usage, and recycling/disposal. **We monitor each stage for energy and resource efficiency, recycling, waste prevention, and regulatory compliance, crucial for government agencies and educational institutions aiming to foster sustainability awareness.**

ENERGY EFFICIENCY

Recent Konica Minolta printers consume significantly less energy. For example, the bizhub C360i series has a 20-26% lower TEC value than previous models, reducing CO_2 emissions by up to 25%. **This energy efficiency translates into cost savings for government agencies, schools and universities, allowing funds to be redirected to educational resources.**

Konica/Minolta Sustainability Reports



USE OF RECYCLED MATERIALS

Our device casings and toner bottles incorporate recycled plastics, with up to 42.9% recycled plastic in office devices and up to 36% in production printers. Our toner bottles contain up to 60% recycled HDPE. **This commitment to using recycled materials supports schools' and government agencies sustainability goals and environmental education initiatives.**



PRODUCT DESIGN IMPROVEMENTS

We design smaller, lighter devices to save raw materials, packaging, and reduce transport emissions. The i-Series MFP drum units now have a 20% longer lifespan than previous models. **These improvements result in fewer interruptions and reduced maintenance costs, benefiting state and local government and educational institutions.**



ENHANCED PACKAGING

We use innovative air cushioning for packaging, reducing volume by 84% and weight by 70% compared to polystyrene foam along with a shift to cardboard. **This sustainable packaging is easier for government agencies and schools to manage and recycle, supporting green campus initiatives.**



BIZHUB REFRESHED PROGRAM

Our bizhub Refreshed program refurbishes second-hand MFPs, offering high performance at lower prices with up to 70% GHG emission savings compared to new device production. **This program provides budget-friendly options for government agencies and schools while promoting sustainability.**



SIMITRI V TONER DEVELOPMENT

We have developed Simitri V Toner, which reduces the energy needed for printing and enhances productivity. Our green product initiatives focus on creating chemical toners that require less energy to manufacture, **making them ideal for schools and government agencies to reduce their carbon footprint.**



CLEAN PLANET PROGRAM

The Clean Planet Program facilitates easy recycling of used consumables. Customers can register on our portal, order collection boxes, and schedule pick-ups. The program transforms 90% of waste into secondary raw materials, with the remainder used for energy recovery. In June 2023, Konice Minolta partnered with Clover Imaging to enhance the Clean Planet Program by remanufacturing used consumables. **As a result, approximately 60% of consumables were reused (remanufactured), which diverted approximately 57 metric tons from recycling streams.**

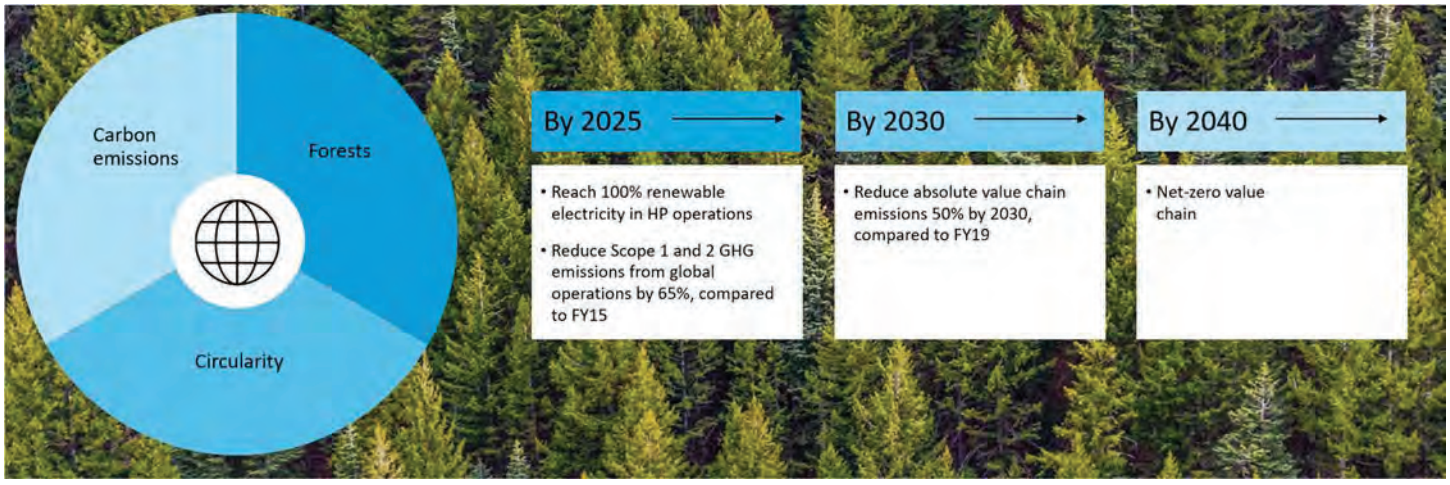


ECO VISION 2050

Konica Minolta is committed to a sustainable future and considers our planet in all aspects of our business. Using the United Nations Sustainable Development Goal framework, we've established key environmental issues to address by the year 2030: **Climate Action, Good Health and Wellbeing, Responsible Consumption and Production, and Life on Land.**

HP Sustainability Reports

HP Climate Action Goals		SDGs
Carbon emissions		
2030	Reduce HP value chain GHG emissions by 50% by 2030 (compared to 2019), and achieve net-zero emissions by 2040.[3]	SDG13 Climate action
2025	Reduce Scope 1 and Scope 2 GHG emissions from global operations by 65% by 2025, compared to 2015.[4]	SDG13 Climate action
2025	Use 100% renewable electricity in our operations by 2025.	SDG13 Climate action; SDG7 Affordable and clean energy



Free Pickuip and Mailback Services





Konica/Minolta Shield Guard

SIMPLIFY PRINT FLEET SECURITY

RETHINK MONITORING



Shield Guard makes it straightforward to keep an eye on print fleet security. Shield Guard provides a cloud-based platform that collects information about the security status of all your devices, notifies you in the event of an incident, and performs mitigation.

IT admins will love the convenience of having the security status of the organization's devices at the click of a button. Shield Guard makes it easy for them to monitor and manage print fleet security - across the whole fleet, in device groups or on a device-specific basis - and helps ensure device security remains state of the art.

With Shield Guard, business owners benefit from the peace of mind that comes with a comprehensive - yet easy-to-understand - overview of print fleet security performance, and a solution that supports the organization's compliance with information security regulations.

KEY FEATURES

At-a-glance visibility across the fleet

- Easily manage all your MFPs at once from any remote location with the Fleet Status At A Glance chart on the dashboard.

Easy-to-use graphical security dashboard

- From your browser, view the security status of multiple devices with simple graphics and visual indicators.

Efficient password management

- Set password validity duration, password blocklist and password rules. Shield Guard also offers a random password generator.

Flexible device and policy management

- Manage devices individually or in groups. Set policies for all devices, individual devices, or device groups.

Timely notifications

- Assessment findings are included in the dashboard, logs, and reports on the portal.
- Access security alert pop-ups and a list of escalated devices right from the dashboard.
- If a policy is compromised, automatically receive alerts via email or SMS.

Automated remediation

- Shield Guard provides a structured approach to mitigating security threats, detecting failed security settings and automatically applying the correct policy settings.

function4
EFFICIENCY EVOLVED

HP Security Manager

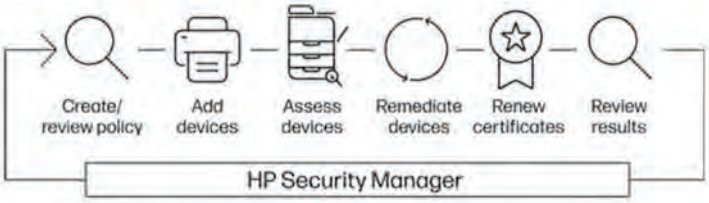
BRING CLARITY TO COMPLIANCE

Strengthen your security posture and make it consistent across your entire fleet of devices. HP Security Manager lets you monitor, manage, and automatically restore critical settings that make maintaining compliance simple.

HP Security Manager offers a simple, intuitive process for securing your fleet. Efficiently deploy and monitor devices by applying a single security policy across the fleet and secure new HP devices as soon as they are added to your network with HP Instant-on Security.[2] Actively maintain and verify compliance with your defined security policies using HP Security Manager's automated monitoring and risk-based reporting. Rely on the automatic deployment and updating of identity certificates that strengthen information security while significantly reducing administrative overhead.

How HP Security Manager secures your fleet

HP Security Manager offers a simplified approach to HP fleet security that strengthens compliance and reduces risk.



PROVIDE FLEET SECURITY WITH EFFORTLESS POLICY CREATION

The easy-to-use HP Policy Editor simplifies policy creation with an intuitive rules engine that provides guidance, and helps create a comprehensive policy for your environment. Easily modify your security policies to best suit changing company needs, regulations, or industry standards.

HP Security Manager Base Policy template

Easily create a security policy for your print environment using the HP Security Manager Base Policy template. The template provides a baseline approach for securing a common enterprise printing environment, but is easily tailored to meet individual security policy requirements. The template combines settings from the U.S. National Institute of Standards and Technology and HP Security Best Practices Checklist with customer input on the security settings necessary to create a secure—yet productive—print environment.[3]



CONNECT DEVICES TO YOUR POLICY IN A VARIETY OF WAYS

It's easy to add HP devices to HP Security Manager.

- **Auto-Discovery:** Let Security Manager discover your HP devices through auto-discovery. Set it to look over a certain number of network hops or within a specific IP address range. Then choose which devices you want to manage from the list.
- **.txt or .xml file:** Add an existing list of devices by importing a .txt or .xml file with device IP addresses or host names, including .xml exports from HP Web Jetadmin.[4]
- **Instant-on Security:** Use the HP Instant-on Security feature to automatically add each HP device into Security Manager as soon as it is connected to your network (or after a cold reset) without any IT intervention. Unique to HP Security Manager, HP Instant-on Security immediately configures devices to be compliant with your specific corporate security policy—saving you time and minimising risk.[2]

MAXIMISE YOUR INVESTMENTS WITH PROACTIVE COMPLIANCE

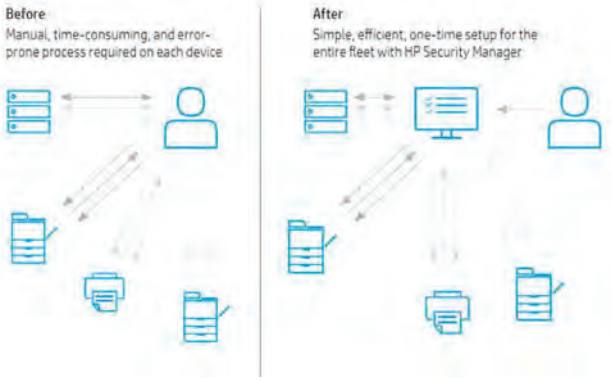
HP Security Manager helps maintain compliance with ongoing assessments and automated remediation. You decide how often you want to assess and remediate your devices. Daily, weekly, or monthly—it's up to you.

- **Assessment:** During an assessment, HP Security Manager runs in the background and verifies your fleet's security settings against a specific policy. The assessment process then reports any noncompliant features.
- **Remediation:** HP Security Manager can also automatically apply the correct policy settings to any noncompliant features recognised during the assessment. The corrected setting is assessed again to confirm it was applied successfully.

REDUCE RISK WITH COMPREHENSIVE FLEET SECURITY REPORTING

Protect your information with built-in reporting. Users can run summary reports on the overall risk level of the fleet, and then drill down into specific risks by device or security settings. High-level emailed reports can also be sent after each auto-scheduled assessment and remediation.

HP Security Manager can also provide a risk assessment to help you identify less secure devices. Less secure devices may not have the most recent device firmware, may not have Jetdirect firmware, or may not be enabled with Sure Start, run-time intrusion detection, or whitelisting capabilities.



HP WOLF SECURITY

Device Specifications

36 PPM B/W Mid-Level Device

Konica/Minolta B361i



- 36 ppm B/W
- 150-Sheet Single Pass Duplex Document Feeder
- Up to 96ipm Color Scanning
- Network printing 1200x1200 DPI
- 600X600 DPI Scanning
- Up to 12”X18” Sheet Size
- Staple/Booklet/Hole Punch Option for Applicable Devices
- 3,600 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Energy Star, ECO Leaf, EPEAT, ISO 1400, Eco Mark and EcoLogo
- PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
- 256 GB HDD
- Hard Drive Overwrite (Electronic Shredding), SSD Data Encryption, Secure Print
- Typical Electricity Consumption (TEC) of 0.35 kWh/wk.

55 PPM B/W Mid-Level Device

Konica/Minolta B551i



- 55 ppm B/W
- 300-Sheet Single Pass Duplex Document Feeder
- Up to 96ipm Color Scanning
- Network printing 1200x1200 DPI
- 600X600 DPI Scanning
- Up to 12”X18” Sheet Size
- Staple/Booklet/Hole Punch Option for Applicable Devices
- 3,600 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Energy Star, ECO Leaf, EPEAT, ISO 1400, Eco Mark and EcoLogo
- PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
- 256 GB HDD
- Hard Drive Overwrite (Electronic Shredding), SSD Data Encryption, Secure Print
- Typical Electricity Consumption (TEC) of 0.35 kWh/wk.

30 PPM Color Mid-Level Device

Konica/Minolta C301i



- 30 ppm B/W
- 150-Sheet Single Pass Duplex Document Feeder
- Up to 96ipm Color Scanning
- Network printing 1200x1200 DPI
- 600X600 DPI Scanning
- Up to 12”X18” Sheet Size
- Staple/Booklet/Hole Punch Option for Applicable Devices
- 3,600 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Energy Star, ECO Leaf, EPEAT, ISO 1400, Eco Mark and EcoLogo
- PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
- 256 GB HDD
- Hard Drive Overwrite (Electronic Shredding), SSD Data Encryption, Secure Print
- Typical Electricity Consumption (TEC) of 0.35 kWh/wk.

45 PPM Color Mid-Level Device

Konica/Minolta C451i



- 45 ppm B/W
- 300-Sheet Single Pass Duplex Document Feeder
- Up to 96ipm Color Scanning
- Network printing 1200x1200 DPI
- 600X600 DPI Scanning
- Up to 12”X18” Sheet Size
- Staple/Booklet/Hole Punch Option for Applicable Devices
- 3,600 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Energy Star, ECO Leaf, EPEAT, ISO 1400, Eco Mark and EcoLogo
- PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
- 256 GB HDD
- Hard Drive Overwrite (Electronic Shredding), SSD Data Encryption, Secure Print
- Typical Electricity Consumption (TEC) of 0.35 kWh/wk.

65 PPM Color Mid-Level Device

Konica/Minolta C651i



- 65 ppm B/W
- 300-Sheet Single Pass Duplex Document Feeder
- Up to 96ipm Color Scanning
- Network printing 1200x1200 DPI
- 600X600 DPI Scanning
- Up to 12”X18” Sheet Size
- Staple, Booklet, Hole Punch Finisher
- 3,600 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Energy Star, ECO Leaf, EPEAT, ISO 1400, Eco Mark and EcoLogo
- PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
- 256 GB HDD
- Hard Drive Overwrite (Electronic Shredding), SSD Data Encryption, Secure Print
- Typical Electricity Consumption (TEC) of 0.35 kWh/wk.

Color Light-Use Device: Desktop Printer

HP E45028dn



- 27 ppm B/W & Color
- 1200 X 1200 DPI



The world's most secure printing[1]

- The operating code (BIOS) is automatically checked during startup and repairs itself if compromised.
- Common Criteria certified[4] to continually monitor memory activity to detect and stop attacks in real time.
- Firmware is automatically checked during startup to determine if it's authentic code—digitally signed by HP.
- The printer's outgoing network connections are inspected to stop suspicious requests and thwart malware.



Sustainability is smart business

- Help save paper right out of the box. Two-sided (duplex) printing is set at default for automatic savings.[7]
- Help reduce wasted paper and toner by only printing jobs that are truly needed, using HP Roam for Business.[8]
- Save energy without sacrificing performance—this printer is ENERGY STAR® and Blue Angel certified.
- Leverage HP End of Life Solutions to ensure your Hardware and Supplies are sustainably retired.

B/W Light-Use Device: Desktop Printer

HP E45028dn

1. 2nd generation Hardware Integration Pocket[1]
2. Easy-access USB port
3. Top cover release button
4. 100-sheet multipurpose tray 1 supports media sizes up to 8.5 x 14 inches (216 x 356 mm)
5. 4.3-inch (10.9 cm) color touchscreen
6. 250-sheet output bin
7. Top cover (access to JetIntelligence toner cartridge)
8. Automatic two-sided printing
9. 550-sheet input tray 2 supports media sizes up to 8.5 x 14 inches (216 x 356 mm)
10. Slot for cable-type security lock
11. Gigabit Ethernet, Host USB port
12. Hi-Speed USB 2.0 printing port
13. USB port for connecting external USB devices



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B/W Light-Use Device

HP E62665h and E62665z

1. Hardware Integration Pocket[1]
2. Easy-access USB port[2]
3. 1,000-sheet 3-bin stapler/stacker with job offset
4. Cartridge door release button (access to toner cartridge)
5. HP High-Performance Secure Hard Disk
6. Automatic two-sided printing
7. 550-sheet input tray 2 supports media sizes up to 8.5 x 14 inches (216 x 356 mm)
8. 150-sheet ADF with single-pass, two-sided scanning and HP EveryPage[3]
9. 8.0-inch (20.3 cm) intuitive icon-based color touchscreen
10. Pull-out keyboard[3]
11. Right door (access to print path)
12. 100-sheet multipurpose tray 1 supports media sizes up to 8.5 x 14 inches (216 x 356 mm)
13. Rear door (for jam access)
14. Host USB port
15. Hi-speed USB 2.0 printing port
16. Slot for cable-type security lock
17. Gigabit Ethernet port
18. Fax port



Front view

Close-up of I/O ports

HP E62665h Configuration



HP E62665z Configuration



Color Light-Use Device

HP X57945z

1. 250-sheet output bin supports media sizes up to Legal (8.5x14 inch)
2. Automatic 2-sided printing
3. Front door access to All-in-One toner cartridges
4. HP High-Performance Secure Hard Disk
5. Front door access to toner cartridges
6. 100-sheet dual side Flow enabled ADF supports media sizes up to Legal (8.5x14 inch)
7. 10.1 inch color touchscreen display (25.6 cm) Optional QWERTY physical keyboard attaches only to 10.1 inch color touchscreen display
8. Long originals media sensor
9. Easy-access USB port[2]
10. Convenience Stapler
11. Hardware Integration Pocket[1] (for connecting accessories and third-party devices)
12. Power button
13. Right door access to the print path
14. 100-sheet multipurpose tray 1 supports media sizes up to Legal (8.5x14 inch)
15. 550-sheet tray 2 supports media sizes up to Legal (8.5x14 inch)
16. Tray 2 jam access doors
17. Slot for cable-type security lock[5]
18. SuperSpeed USB 3.0 Host Port[5]
19. Hi-Speed USB 2.0 Host Port[5]
20. Gigabit Ethernet Port[5]
21. SuperSpeed 3.0 device port[5]
22. (Optional OCR Accelerator Card)[5]



HPX57945zs

1. 750-sheet multi-bin staple finisher
2. Staple cartridge access door
3. Automatic 2-sided printing
4. Front door access to process cartridges
5. HP High Performance Secure Hard Disk
6. Front door access to toner cartridges
7. 550-sheet tray 2 supports media sizes up to Legal (8.5x14 inch)
8. 100-sheet dual side Flow enabled ADF supports media sizes up to Legal (8.5x14 inch)
9. 10.1 inch color touchscreen display (25.6 cm) - Optional QWERTY physical keyboard attaches only to 10.1 inch color touchscreen display
10. Long originals media sensor
11. Easy-access USB port[2]
12. Hardware Integration Pocket[1] (for connecting accessories and third-party devices)
13. Power button
14. Right door access to the print path
15. 100-sheet multipurpose tray 1 supports media sizes up to Legal (8.5x14 inch)
16. Tray 2 jam access door
17. Slot for cable-type security lock[5]
18. SuperSpeed USB 3.0 Host Port[5]
19. Hi-Speed USB 2.0 Host Port[5]
20. Gigabit Ethernet Port[5]
21. SuperSpeed 3.0 device port[5]
22. (Optional OCR Accelerator Card)[5]



Print Cost Avoidance (Currently Unmanaged Devices)

Function4 Desk-top tracking:

- With Insight, the tool described in "Managed Print Services", used for monitoring service and supply status for copiers, we identify costs associated with desk-top printers by allocating every penny spent by department, cost center, location or however necessary. We can measure reductions and target expensive devices for re-trafficking to less expensive MFD devices to drastically reduce the cost of producing documents.

On the County's currently unmanaged equipment you already own:

- We canvass, label, locate and departmentalize all desk-top devices.
- Provide all toner and service for desk-top devices at a flat rates per page for both monochrome and color devices, making the expense manageable and measurable as reductions occur.
- Reduce all toner and service transactions to one invoice per month clearly illustrating where every penny goes. Simplicity in measurement.
- Allocate and report every penny of desk-top printer expense.
- Periodically canvas the fleet and make elimination and re-trafficking recommendations.
- Execute approved recommendations.
- Report, through real-time data, all reductions in expenses.
- Measure and manage elimination of desk-top printers through recommendations, approval and execution of desk-top printer population reductions in accordance with smart geographical locations and re-directing of print traffic.

Invoice Number:		INV1214988		Contract #:				
Invoice Date:		5/31/2025		Balance Due:				
Make	Model	Equip #	Serial Number	Billed Amount	Location		Location #	Billed Amount
Sharp	BP70C31	52058_ITT	25026680	$ 27.05	EQD California		WHI	$ 1,264.20
Sharp	BP70C31	52062_ITT	25032270	$ 37.45	EQD California		MTL	$ -
Sharp	BP70C31	52064_ITT	25034290	$ 105.06	EQD California		SEA	$ 9.03
Sharp	BP70C31	52063_ITT	25034420	$ 922.45	EQD California		2ER	$ 44.84
Sharp	BP70C55	52061_ITT	25050687	$ 61.73	EQD California		AKS	$ 33.24
Sharp	BP70C55	52057_ITT	25051027	$ 66.45	EQD California		CIN	$ 232.60
Sharp	MXB467P	52066_ITT	460024642BWFF	$ 12.85	EQD California		DAY	$ 78.33
Sharp	MXB467P	52060_ITT	460024642BWFH	$ 18.69	EQD California		ERL	$ 140.44
Sharp	MXC507F	52065_ITT	75282250H70R3	$ -	EQD California		LEB	$ 3.98
Sharp	MXC507F	52059_ITT	75282250H70ZZ	$ 12.45	EQD California		LAR	$ 18.48
				$ 1,264.20			LEX	$ 290.03
							MON	$ 350.37
Sharp	MXC428F	68623_ITT	7530309210YXH	$ -			PLC	$ 134.66
				$ -	EQD Florida		BRA	$ 30.72
							DFW	$ 907.54
Sharp	BP70C36	EQ37920_ITT	25067099	$ 5.68	EQD Washington		HCP	$ 151.95
Sharp	MXB467F	EQ37919_ITT	701723940WV5Z	$ 3.34	EQD Washington		WAC	$ 268.02
				$ 9.03			VIE	$ 43.40
							NIT	$ 164.38
Sharp	BP70M45	68167_ITT	33010454	$ 6.55	EQD Ohio		SSA	$ 79.59
Sharp	BP70C55	68262_ITT	35080214	$ 37.25	EQD Ohio		BAT	$ 130.30
Sharp	MXB467P	68163_ITT	4600241429M1D	$ 0.04	EQD Ohio		SAN	$ 219.95
Sharp	MXB467P	68161_ITT	4600241429M5W	$ 1.00	EQD Ohio		HOU	$ 111.38
				$ 44.84			LON	$ 46.41
							SHE	$ 17.41
Sharp	BP70C55	68176_ITT	2508318X	$ 33.24	EQD Ohio		BUR	$ 191.12
				$ 33.24			ELG	$ 635.68
							GRA	$ 2.85
Sharp	BP70M45	68170_ITT	33011324	$ 77.00	EQD Ohio		ROC	$ 138.37
Sharp	BP70C55	68173_ITT	2508254X	$ 116.28	EQD Ohio		BOW	$ 94.55
Sharp	BP70C55	68172_ITT	2508334X	$ 21.83	EQD Ohio		LOU	$ 434.52
Sharp	MXB467F	68174_ITT	701724440X6G5	$ 0.78	EQD Ohio		PAD	$ 81.75
Sharp	MXB467F	68171_ITT	701724940XH5G	$ 16.70	EQD Ohio			**$ 6,350.05**
				$ 232.60				
Sharp	BP70M45	68177_ITT	33007013	$ 26.03	EQD Ohio			
Sharp	BP70C55	68178_ITT	2508253X	$ 33.77	EQD Ohio			
Sharp	MXB467F	68179_ITT	701724440X6FP	$ 18.52	EQD Ohio			
				$ 78.33				
Sharp	BP70M45	68182_ITT	33011304	$ 13.70	EQD Ohio			
Sharp	BP70C55	68180_ITT	2508283X	$ 41.94	EQD Ohio			
Sharp	BP70C55	68181_ITT	2508325X	$ 84.80	EQD Ohio			

				$ 140.44				
Sharp	BP70C55	68175_ITT	2508322X	$ 3.98	EQD Ohio			
				$ 3.98				
Sharp	BPC535WD	68748_ITT	43013807	$ 18.48	EQD Texas			
				$ 18.48				
Sharp	BP70C55	EQ40989_ITT	35043561	$ 206.54	EQD Ohio			
Sharp	BP70C55	68157_ITT	2508171X	$ -	EQD Ohio			
Sharp	MXB467F	68158_ITT	701724940XH3M	$ -	EQD Ohio			
Sharp	MXB467F	68159_ITT	701724940XH40	$ 83.49	EQD Ohio			
				$ 290.03				
Sharp	BP70M45	68160_ITT	33006153	$ 0.93	EQD Ohio			
Sharp	BP70C55	68168_ITT	35079664	$ 332.22	EQD Ohio			
Sharp	MXB467P	68169_ITT	4600241429M5H	$ 0.01	EQD Ohio			
Sharp	BPB550WD	68726_ITT	3300763Y	$ 17.21	EQD Ohio			
				$ 350.37				
Sharp	BP70M45	68164_ITT	33011584	$ 3.39	EQD Ohio			
Sharp	MXB467F	68166_ITT	701724440X6D6	$ 6.21	EQD Ohio			
Sharp	BP70C65	68165_ITT	3303503X	$ 125.06	EQD Ohio			
				$ 134.66				
HP	E57540c	66005	MXBCP1T2V5	$ 30.72	EQD Texas			
				$ 30.72				
Sharp	BP70M45	66979_ITT	25031957	$ 41.56	EQD Texas			
Sharp	BP70M45	66980_ITT	25034307	$ 15.47	EQD Texas			
Sharp	BP70C31	66986_ITT	25073018	$ 255.32	EQD Texas			
Sharp	BP70C45	66983_ITT	2507712X	$ 572.17	EQD Texas			
Sharp	MXB467P	66977_ITT	4600229427C81	$ 1.79	EQD Texas			
Sharp	MXB467P	01658_ITT	4600229427C86	$ 0.95	EQD Texas			
Sharp	MXB467P	66978_ITT	4600229427C8M	$ 8.18	EQD Texas			
Sharp	MXB467P	66981_ITT	4600236428F0T	$ 1.42	EQD Texas			
Sharp	MXB467F	66985_ITT	701723640WLW3	$ 5.79	EQD Texas			
Sharp	MXC507F	66984_ITT	75282110H6W2Z	$ 1.08	EQD Texas			
Sharp	MXC428F	91100	7530309210ZCR	$ 3.81	EQD Texas			
				$ 907.54				
Sharp	BP70C36	66645	25142575	$ 131.12	EQD Texas			
Sharp	BP70C36	66646	25143415	$ 20.83	EQD Texas			
				$ 151.95				
Sharp	BP70C55	68102_ITT	43035591	$ 46.89	EQD Texas			
Sharp	BP70C36	65135_ITT	3301122Y	$ 130.94	EQD Texas			

Sharp	BPB550WD	68094_ITT	43007362	$ 27.69	EQD Texas			
Sharp	MXB557P	69409	4064415111PB8	$ 1.74	EQD Texas			
Sharp	MXB557P	69412	4064415111PDL	$ -	EQD Texas			
Sharp	MXB557P	69411	4064415111PGM	$ 7.22	EQD Texas			
Sharp	MXB557P	69410	4064415111PH0	$ 40.77	EQD Texas			
Sharp	MXB557P	69413	4064415111PLD	$ 12.76	EQD Texas			
				$ 268.02				
Sharp	BPB550WD	68730	33020510	$ 8.94	EQD W. Virginia			
Sharp	BP70C55	68729_ITT	3302995X	$ 34.46	EQD W. Virginia			
				$ 43.40				
Sharp	BP70C55	EQ43427_ITT	3303017X	$ 161.62	EQD W. Virginia			
Sharp	BPB550WD	EQ43432_ITT	3300988Y	$ 2.76	EQD W. Virginia			
				$ 164.38				
Sharp	BP70C55	68906_ITT	43035511	$ 41.45	EQD Texas			
Sharp	BP70C55	68907_ITT	43035621	$ 32.81	EQD Texas			
Sharp	MXB350P	68905_ITT	8F00997X	$ 3.97	EQD Texas			
Sharp	MXB350P	68904_ITT	8F00998X	$ 1.35	EQD Texas			
				$ 79.59				
Sharp	BPB550WD	68737_ITT	33020060	$ -	EQD Louisiana			
Sharp	BP70C36	68736_ITT	43015643I	$ 130.30	EQD Louisiana			
				$ 130.30				
Sharp	BPB550WD	71080_ITT	43010018	$ 18.05	EQD Texas			
Sharp	BPB550WD	71077_ITT	43010118	$ 47.61	EQD Texas			
Sharp	BPB550WD	71075_ITT	43010198	$ 9.06	EQD Texas			
Sharp	BPC535WD	71081_ITT	43021288	$ 92.88	EQD Texas			
Sharp	BP70C36	71076_ITT	43021695	$ 37.41	EQD Texas			
Sharp	MXB557P	71078_ITT	4064428112VP4	$ 13.31	EQD Texas			
Sharp	MXB557P	71079_ITT	4064428112VPV	$ 1.63	EQD Texas			
				$ 219.95				
Sharp	BPB550WD	68938	43006502	$ 15.24	EQD Texas			
Sharp	BPB550WD	68940	43006602	$ 15.35	EQD Texas			
Sharp	BPB550WD	68939	43007012	$ 3.36	EQD Texas			
Sharp	BPB550WD	68941	43007022	$ 25.98	EQD Texas			
Sharp	BP70C36	68942	43023392	$ 39.47	EQD Texas			
Sharp	BP70C36	68937	43023902	$ 11.98	EQD Texas			
				$ 111.38				
Sharp	BPB550WD	70564	43005340	$ 5.02	EQD Texas			
Sharp	BPB550WD	70563	43005470	$ 14.31	EQD Texas			
Sharp	BP70C36	70559	43026930	$ 16.05	EQD Texas			
Sharp	MXB557P	70608	4064428112VMY	$ -	EQD Texas			

Sharp	MXB557P	70560	4064428112VNN	$ -	EQD Texas			
Sharp	MXB557P	70561	4064428112VNV	$ 4.43	EQD Texas			
Sharp	MXB557P	70562	4064428112VPC	$ 0.01	EQD Texas			
Sharp	MXB557P	70566	4064428112VPP	$ 6.58	EQD Texas			
Sharp	MXB557P	70565	4064428112VPX	$ -	EQD Texas			
				$ 46.41				
Sharp	BP70C36	91247	4302129	$ -	EQD Texas			
Sharp	BPB550WD	91248	43008258	$ 9.11	EQD Texas			
Sharp	MXB557P	70567	4064428112VN9	$ 8.29	EQD Texas			
				$ 17.41				
Sharp	BP70C36	70577_ITT	43026757	$ 123.90	EQD Illiniois			
Sharp	BP70C55	70578_ITT	4302268Y	$ 67.21	EQD Illiniois			
				$ 191.12				
Sharp	BPB550WD	70580_ITT	43005990	$ 11.91	EQD Illiniois			
Sharp	BPB550WD	70581_ITT	43006050	$ 31.38	EQD Illiniois			
Sharp	BPB550WD	70606_ITT	43006080	$ 12.99	EQD Illiniois			
Sharp	BPC545WD	70584_ITT	43024678	$ 145.10	EQD Illiniois			
Sharp	BP70C55	70579_ITT	4302846X	$ 407.99	EQD Illiniois			
Sharp	BP70M55	70607_ITT	4303920Y	$ 26.30	EQD Illiniois			
				$ 635.68				
Sharp	BP70C55	70583_ITT	4302854X	$ 2.85	EQD Illiniois			
				$ 2.85				
Sharp	BPB550WD	70605_ITT	43008048	$ 32.38	EQD Illiniois			
Sharp	BP70C55	70582_ITT	4302272Y	$ 105.99	EQD Illiniois			
				$ 138.37				
Sharp	BPB550WD	70573_ITT	43005440	$ 19.52	EQD Kentucky			
Sharp	BPB550WD	70572_ITT	43005520	$ 14.08	EQD Kentucky			
Sharp	BP70C55	70571_ITT	4302340Y	$ 60.94	EQD Kentucky			
				$ 94.55				
Sharp	BPB550WD	70569_ITT	43005530	$ 12.47	EQD Kentucky			
Sharp	BP70C55	70568_ITT	4302301Y	$ 35.15	EQD Kentucky			
Sharp	BP70C55	70570_ITT	4302337Y	$ 386.90	EQD Kentucky			
				$ 434.52				
Sharp	BPB550WD	EQ47382_ITT	43005500	$ 24.92	EQD Kentucky			
KYO	MA4500ix	70575_ITT	11L4Z16863	$ 2.73	EQD Kentucky			
KYO	1102Z42US	70576_ITT	H7X4905636	$ 54.10	EQD Kentucky			
				$ 81.75				
			Billed Amount	**$ 6,350.05**				

MASTER LEASE/PURCHASE AGREEMENT
(for use in Texas only)

GreatAmerica® FINANCIAL SERVICES

MASTER LEASE AGREEMENT NO.: 3157601

LESSEE ("you" or "your")

FULL LEGAL NAME: **Brazoria, County of**

ADDRESS: **111 E Locust St Angleton, TX 77515**

BILLING CONTACT PERSON	BILLING CONTACT PHONE NO.	FEDERAL TAX ID #	ORGANIZATION ID # (IF ANY)	STATE OF ORGANIZATION
				TX

TERMS AND CONDITIONS

1. **AGREEMENT AND CONDITIONS TO LEASE OF PROPERTY.** Subject to the terms and conditions of this Master Lease/Purchase Agreement (this "**Master Lease**"), Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the personal property, with all replacement parts, repairs, additions, attachments, accessions, improvements and accessories incorporated therein or affixed thereto and any replacements or substitutions therefore (the "**Equipment**") described on a Master Lease Schedule executed by the parties (in form and substance acceptable in all respects to Lessor) (an "**Equipment Schedule**"). Each Equipment Schedule which incorporates the terms of this Master Lease shall, together with the incorporated terms of this Master Lease, constitute a separate and independent lease agreement relating to the applicable Equipment (a "**Lease**"). If there is a conflict between the terms of this Master Lease and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No Lease will be binding upon Lessor or Lessee until the applicable Equipment Schedule has been executed by Lessee and Lessor. Lessor's agreement to lease any Equipment in connection with any Lease is expressly conditioned upon Lessor's receipt of the following items, all duly executed and delivered by or on behalf of Lessee, in form and substance acceptable in all respects to Lessor: (i) the Equipment Schedule; (ii) the Certificate(s) of Acceptance (defined below) for the Equipment; (iii) a legal opinion from counsel acceptable to Lessor in substantially the form attached as Schedule B to the Equipment Schedule; (iv) an authorizing resolution of Lessee's governing body in substantially the form attached as Schedule C to the Equipment Schedule; (v) IRS form 8038-G or 8038-GC, as appropriate; and (vi) any other documentation that may be required by Lessor with respect to the Lease, including, but not limited to, lien perfection filings, proof of insurance, satisfactory evidence of the actions of Lessee's governing body in compliance with all applicable laws (including public notice and bidding laws), and the due authorization and incumbency of officials acting on behalf of Lessee.

2. **DELIVERY AND ACCEPTANCE.** Lessee shall cause the Equipment to be delivered to the location(s) specified in the Equipment Schedule (the "**Equipment Location**"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee shall evidence its acceptance of the Equipment promptly after it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired, by executing and delivering to Lessor one or more delivery and acceptance certificates, either in the form set forth at the bottom of the first page of the Equipment Schedule or on such other form(s) as shall be acceptable to Lessor (the "**Certificate of Acceptance**"). Lessee hereby authorizes Lessor to insert or correct descriptive information relating to the Equipment on an Equipment Schedule (e.g., serial numbers, model numbers, etc.) when available.

3. **TERM.** This Master Lease shall become effective as of the later of the dates of execution hereof by Lessee and Lessor. The term of each Lease shall commence on the date Lessee executes the Certificate of Acceptance thereunder or any later date designated by Lessor (the "**Commencement Date**"), shall continue through the end of Lessee's fiscal period containing the Commencement Date and, unless earlier terminated as expressly provided for in Section 9 hereof, shall be automatically renewed on a year-to-year basis for the number of fiscal periods necessary to comprise the maximum lease term that includes all of the Lease Payment Dates set forth on the applicable Schedule of Lease Payments (both as defined in Section 4 below) (with respect to each Lease, the "**Lease Term**"). Pursuant to Tex. Local Gov't Code, Section 271.009, no Lease Term shall exceed 25 years.

4. **PAYMENTS**. For each Lease, Lessee agrees to make all payment in the amounts (each a "**Lease Payment**") on the dates (each a "**Lease Payment Date**") set forth on the Payment Schedule attached as Schedule A to the related Equipment Schedule (each, a "**Schedule of Lease Payments**"). A portion of each Lease Payment is paid as and represents the payment of interest in the amount indicated for the applicable Lease Payment Date. Each Lease Payment shall be payable, without notice or demand, at the office of Lessor (or any other place as Lessor may designate in writing, from time to time). To the extent permitted by applicable law, whenever any portion of a Lease Payment or other amount due under a Lease is received by Lessor later than the applicable Lease Payment Date or other due date, as applicable, Lessee shall pay a one-time late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 9 HEREOF, LESSEE'S OBLIGATION TO MAKE ALL LEASE PAYMENTS UNDER A LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants and shall be deemed to have separately certified as of the Commencement Date of each Lease that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect Lessee's existence; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented the Lease to Lessee's governing body for approval and adoption as a valid obligation of Lessee, and that all requirements have been met and procedures have been followed to ensure the enforceability of this Master Lease and the applicable Lease; (c) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or any rights, title or interests of Lessor in the Equipment or under the Lease; (d) it has sufficient appropriations or other funds available to pay all amounts due under the Lease for the current fiscal period; (e) all information about the Lessee, including its name, contained in this Master Lease and any Lease is true, accurate and complete; and (f) no event has occurred and no condition exists which, upon the execution of this Master Lease or the applicable Lease, with notice or the passage of time or both, would constitute a default under any debt, revenue, lease, rental agreement or contract purchase obligation which it has issued or to which it is a party (an "**Obligation**"), nor has it been in default under any Obligation at any time during the past five (5) years, nor has any Obligation at any time during the past five (5) years been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **LESSEE TAX COVENANTS; LESSEE CERTIFICATIONS.** Lessee represents, warrants and covenants, and shall be deemed to have separately certified as of the Commencement Date of each Lease, that: (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the related regulations and rulings thereunder, and has at least one of the following powers: (a) taxing power, (b) police power, or (c) power of eminent domain; (ii) Lessee has the authority to enter into the Lease and is not in contravention of any applicable state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision; (iii) during the applicable Lease Term, the Equipment shall not be used in a "trade or business" of any other person or entity, and no part of the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code; (iv) Lessee shall, with respect to each Lease, complete and file on a timely basis Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; (v) Lessee's payments under the Lease are not directly or indirectly guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof; and (vi) other than the Equipment, neither the Lessee nor any other person will obtain any right or interest to property or money in exchange for the Lease Payments made by the Lessee under the Lease.

7. **LESSEE COVENANTS.** Lessee agrees that it will not take any action that would cause the interest component of the Lease Payments to be included in the gross income of Lessor for federal income tax purposes under the Code, and Lessee will take all actions that are permitted by law to ensure that the interest component of the Lease Payments are not included in Lessor's gross income, including, without limitation, the calculation and payment of any rebate required under Section 148(f) of the Code. Upon a determination that the interest component of any Lease Payment is includible in Lessor's gross income for federal income tax purposes due to any Lessee action or failure to take any action, or any misrepresentation or breach of any warranty or covenant of Lessee in connection with the applicable Lease, Lessee agrees to pay an additional amount determined by Lessor as necessary to compensate it for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), promptly and retroactive to the date of determination by the Internal Revenue Service or nationally recognized tax counsel that such interest component is includible in Lessor's gross income for federal income tax purposes, and upon each Lease Payment Date thereafter, and such determination shall be conclusive (absent manifest error).

8. **APPROPRIATIONS AND ESSENTIAL USE.** The decision to appropriate funds to make Lease Payments for any fiscal year shall be is solely within the discretion of the then-current governing body of Lessee. Lessee represents that (a) the use of the Equipment is essential to its proper, efficient and economic functioning or to the services it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

9. **NON-APPROPRIATION OF FUNDS.** If funds are not appropriated, or insufficient funds are appropriated, to make Lease Payments under a Lease for any fiscal period during the Lease Term, the Lease shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made to make Lease Payments with respect

to such Lease, without penalty, liability or expense to Lessee of any kind, except (i) Lease Payments due prior to the commencement of the fiscal period for which funds were not appropriated to make Lease Payments with respect to such Lease, and (ii) Lessee's other obligations and liabilities under the Lease relating to, accruing or arising prior to termination. In the event of a Lease termination in accordance with this Section 9, Lessee agrees to peaceably surrender possession of the Equipment subject to the Lease to Lessor on the date of such termination, packed for shipment in accordance with the manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. Lessee agrees to notify Lessor in writing of any failure to appropriate sufficient funds for a Lease not less than sixty (60) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the Lease Term of any Lease.

10. **LIMITATION ON WARRANTIES.** Lessee acknowledges that: (a) the Equipment is being manufactured, delivered and/or installed by one or more suppliers or vendors selected by Lessee (a "**Vendor**") pursuant to a contract between Lessee and Vendor covering the Equipment (a "**Contract**"); (b) Lessee's obligations under a Lease are and shall be irrevocable (except to the extent provided in Section 9 above) and independent of any of Lessee's rights against any Vendor under any Contract or otherwise; and (c) Lessor may sell and assign any of Lessor's rights, title and interests in and to a Lease and the related Equipment at any time to an Assignee (as defined in Section 21 below), and that the Assignee shall not be liable or responsible for any Vendor's breach of, or performance under, the applicable Contract. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER LESSOR NOR ASSIGNEE MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO ITS MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, SUITABILITY, OR FITNESS FOR ANY USE OR PARTICULAR PURPOSE OF LESSEE, (ii) THE EQUIPMENT SHALL BE ACCEPTED BY LESSEE UNDER A LEASE "AS IS, WHERE IS" AND "WITH ALL FAULTS"; AND (iii) ALL CLAIMS OF LESSEE WITH RESPECT TO A CONTRACT SHALL BE ASSERTED DIRECTLY AGAINST THE APPLICABLE VENDOR, AND LESSEE WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST LESSOR OR AGAINST ANY ASSIGNEE FOR ANY REASON. THE OBLIGATION OF LESSEE TO PAY LEASE PAYMENTS AND OTHER AMOUNTS UNDER A LEASE SHALL NOT BE ABATED, IMPAIRED OR REDUCED BY REASON OF ANY CLAIMS OF LESSEE WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ITS CONDITION, QUALITY, WORKMANSHIP, DELIVERY, SHIPMENT, INSTALLATION, DEFECTS OR OTHERWISE. NEITHER LESSOR NOR ANY ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF A LEASE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION, WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

11. **TITLE; SECURITY AGREEMENT.** Lessee shall be deemed to hold title to the Equipment under a Lease so long as no Event of Default pursuant to Section 18 below has occurred and/or the Lease has not been terminated pursuant to the provisions of Section 9 above. At the instant a Lease is terminated in accordance with Section 9 above, or upon the occurrence of an Event of Default by Lessee pursuant to Section 18 below, unless Lessor elects otherwise, title to the Equipment subject to such Lease shall revert to Lessor free of any right, title or interest of Lessee. In order to secure all of its obligations under each Lease, Lessee hereby: (a) grants, to the extent permitted by law, to Lessor a security interest in any and all rights, title and interest of Lessee in such Lease and the Equipment thereunder, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees to the filing of Uniform Commercial Code ("**UCC**") financing statements against the Lessee with respect to Lessor's security interest in the Equipment; (c) irrevocably authorizes Lessor to file and record, and appoints Lessor as its attorney-in-fact to execute (if applicable), any other lien recordation documents and amendments thereto with respect to the Equipment; (d) covenants and agrees that Lessee shall not file any corrective or termination statement with respect to any UCC financing statements recorded by or for the benefit of Lessor, as secured party, without Lessor's prior written consent; (e) agrees to execute and deliver all other instruments necessary or appropriate to evidence and perfect such security interest; (f) agrees that the Equipment under each Lease is and shall remain, personal property and shall not be deemed to be affixed or attached to real property or any building thereon, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to any real estate or any building thereon; and (g) agrees that if requested by Lessor, Lessee shall, at its expense, obtain and furnish to Lessor a landlord or mortgagee waiver with respect to the Equipment. Lessee further agrees that the UCC shall apply as between Lessee and Lessor, that each Lease is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the UCC, and Lessee agrees to forgo the rights and remedies provided under Sections 507-522 of Article 2A of the UCC (if applicable).

12. **USE; REPAIRS; ALTERATIONS.** Lessee shall use the Equipment under a Lease in the manner contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all re-certification requirements and shall furnish proof thereof, if requested by Lessor, and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is of a kind that is customarily covered by a maintenance agreement, Lessee shall, at Lessor's request, enter into a maintenance agreement with a party satisfactory to Lessor and furnish a copy thereof to Lessor. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment that cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

13. **LOCATION; INSPECTION.** The Equipment shall not be removed from the Equipment Location without Lessor's prior written consent. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during normal business hours to inspect the Equipment or observe its use and operation.

14. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens, security interests and encumbrances except those created under this Master Lease or any Lease. Lessee shall pay when due, all fees and taxes (federal, state and local) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, taxes on or measured by Lessor's net income ("**Charges**"). If Lessee fails to pay any Charges when due, Lessor shall have the right, but shall not be obligated, to pay the Charges, and Lessee shall, upon demand, reimburse Lessor for any Charges paid by Lessor.

15. **RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Lease Payments or to perform any other obligation under any Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment Date pay to Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Lease Payment due on such date, and (ii) the balance of the amounts shown on the Schedule of Lease Payments then remaining unpaid hereunder (the "**Unpaid Balance**"). In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment subject to a Lease, Lessor shall provide Lessee with a pro rata adjustment of the Lease Payments and the Unpaid Balance for the remainder of the Lease Term.

16. **INSURANCE.** Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall such insurance be less than the following coverage's and amounts: (a) Comprehensive General Liability Insurance, including product/completed operations and contractual liability coverage, from an insurer and in the form and amounts satisfactory to Lessor; and (b) All Risk Physical Damage Insurance on each item of Equipment, in an amount not less than the greater of the Unpaid Balance or its full replacement value. Each insurance policy shall name Lessee as an insured and Lessor as an additional insured or loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

17. **INDEMNIFICATION.** LESSEE AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND DEFEND LESSOR AGAINST, AND HOLD LESSOR HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, EXPENSES, DAMAGES, LIABILITIES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS) ARISING IN CONNECTION WITH A LEASE OR THE EQUIPMENT ("**CLAIMS**"), INCLUDING, BUT NOT LIMITED TO, ANY OF CLAIMS BASED ON NEGLIGENCE, STRICT OR ABSOLUTE TORT LIABILITY OR WARRANTY AND ANY CLAIMS BASED ON PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR THE SELECTION, PURCHASE, DELIVERY, POSSESSION, OWNERSHIP, LEASE, USE, OPERATION OR RETURN OF ANY EQUIPMENT.

18. **EVENTS OF DEFAULT.** The term "**Event of Default**" means, with respect to a Lease, the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease and the failure continues for five (5) days after the Lease Payment Date (or other payment date) therefore; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and the failure is not cured within ten (10) days after the giving of written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Master Lease, any Equipment Schedule or in any document delivered by Lessee pursuant hereto or in connection therewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (e) Lessee is in default under any other agreement with Lessor or Assignee. Notwithstanding anything contained in this Section 18 to the contrary, the failure by Lessee to pay when due any

amounts payable under the terms of any Lease or a failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Lease resulting from a failure of the governing body of Lessee to appropriate funds for those purposes, shall not constitute an Event of Default hereunder.

19. **REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, at its option, exercise any one or more of the following remedies with respect to such Lease: (a) by written notice to Lessee, declare an amount equal to all amounts then due under such Lease and all remaining Lease Payments that shall become due during the fiscal period of Lessee for which funds have been appropriated by Lessee to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, disable and discontinue use of the Equipment subject to such Lease, and promptly return the Equipment subject to such Lease to Lessor in the manner set forth in Section 9 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability for such entry or for damage to property or otherwise; (c) sell any or all of the Equipment at private or public sale, with or without notice to Lessee or advertisement, or re-lease the Equipment or sublease it for the account of Lessee, holding Lesee liable for (i) all Lease Payments and other payments due as of the effective date of Lessor's sale, lease or sublease of the Equipment, and (ii) the difference between the net purchase price, rental and other amounts paid to Lessor by the purchaser, lessee or sub-lessee pursuant to such sale, lease or sublease, and the remaining amounts payable by Lessee under the Lease; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of such Lease, (ii) recover damages for the breach of such Lease, and (iii) terminate such Lease. If such action is taken by Lessor, Lessor shall apply the net proceeds of any sale or re-lease of the Equipment following the occurrence of an Event of Default in the following manner: (i) first, to reimburse Lessor for all costs associated with the taking, removing, holding, repairing and leasing or selling of the Equipment; (ii) second, to pay to Lessor an amount equal to the then outstanding Lease Payments and Unpaid Balance under the Lease; (iii) third, to pay to Lessor any other amounts necessary to satisfy Lessee's remaining obligations under the Lease; and (iv) fourth, to remit any amounts thereafter remaining to Lessee. In addition, to the extent permitted by law, Lessee shall remain liable for all covenants and indemnities under the Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Upon termination of the Lease in accordance with Section 9 hereof, Lessor may exercise those rights and remedies to which it would be entitled under this Section 19 upon the occurrence of an Event of Default, including the rights and remedies of a secured party, as to any amounts due and owing to Lessor hereunder.

20. **LESSEE ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of, this Master Lease, any Equipment Schedule or Lease, the Equipment, or any interest in any of the foregoing, or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority.

21. **LESSOR ASSIGNMENT.** Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Master Lease, any Lease or Equipment Schedule, the Equipment and any other documents executed with respect to any Lease, and/or grant or assign all or any portion or portions of its security interest in this Master Lease, any Lease or Equipment Schedule and the Equipment, in whole or in part to various assignees, their agents or trustees (an "**Assignee**"); *provided*, any such assignment to a trustee for the benefit of owners of certificates of participation or other fractional interests in a Lease shall be made in compliance with all applicable laws of the state in which Lessee is located. Any assignment to an Assignee may provide that Lessor or Assignee shall act as a collection and paying agent for owners of certificates of participation, or may provide that a third-party trustee or agent shall act as collection and paying agent for Assignee; *provided*, Lessee receives written notification of the name and address of the trustee or the agent and a description of the terms of the pooling and fractionalization agency or trustee agreement, if any. Assignee shall have all of the assigned rights of Lessor under this Master Lease and the Lease or Equipment Schedule, but none of Lessor's obligations unless expressly assumed by Assignee. Subject to the foregoing, this Master Lease and any Lease shall inure to the benefit of and is binding upon the successors and permitted assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Master Lease, any Lease or Equipment Schedule or the Equipment shall be effective upon receipt by Lessee of written notice thereof. During the Lease Term, Lessee covenants that it shall keep, or cause to be kept, a complete and accurate record of all assignments in the form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested. Notwithstanding the foregoing, each Lease, including the Master Lease as it applies to such Lease, may be assigned separately, but each such Lease may be assigned only as a whole and not in part. **LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT AND IF SO INSTRUCTED, LESSEE SHALL PAY DIRECTLY TO ASSIGNEE, OR ITS TRUSTEE OR AGENT, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY LEASE PAYMENTS OR OTHER AMOUNTS DUE UNDER THE ASSIGNED LEASE, OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT THERETO.**

22. **NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention with respect to each Lease that: (a) for all purposes, including federal income tax purposes, Lessee is the owner of the Equipment and the interest of Lessor in the Equipment is as a secured party, and that Lessor neither has, nor shall have, any equity in the Equipment; (b) the aggregate Lease Payments constitute the purchase price of the related Equipment, together with interest on the unamortized amount thereof over the Lease Term; (c) each Lease Payment constitutes principal and interest, as set forth in the Schedule of Lease Payments, which fully amortizes the purchase price of the related Equipment, together with interest over the Lease Term; and (d) that upon the due and punctual payment of all Lease Payments and other amounts and obligations under the Lease, title to the related Equipment shall vest permanently in Lessee as provided in this Master Lease, free and clear of any lien or security interest of Lessor therein.

23. **NOTICES.** All notices to be given under this Master Lease or any Lease shall be made in writing and mailed by regular or certified mail or sent express delivery through a nationally recognized commercial courier service (e.g. FedEx, Airborne, DHL, UPS or similar service), to the other party at its address set forth herein or at another address as one party may provide in writing to the other from time to time. Any notice shall be deemed to have been given upon the earlier of receipt or five (5) days subsequent to mailing.

24. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Lease or any Lease.

25. **GOVERNING LAW.** This Master Lease shall be governed by the provisions hereof and by the laws of the state in which Lessee is located.

26. **FURTHER ASSURANCES; FINANCIAL STATEMENTS.** Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonably necessary or appropriate with respect to the perfection or protection of Lessor's interest in the Equipment or the transactions contemplated by this Master Lease. Lessee shall keep its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor, within 180 days of its fiscal year end, and accompanied by an unqualified opinion of Lessee's auditor, annual audited financial statements. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

27. **FACSIMILE TRANSMISSION OF DOCUMENTS AND ELECTRONIC STORAGE.** The parties agree that the original of each Lease for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy of the Equipment Schedule bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into the Lease, and (ii) our original manual signature.

28. **ENTIRE AGREEMENT; SEVERABILITY; WAIVER.** THIS MASTER LEASE, TOGETHER WITH THE SCHEDULES ATTACHED HERETO AND MADE A PART HEREOF AND OTHER ATTACHMENTS HERETO, AND OTHER DOCUMENTS OR INSTRUMENTS EXECUTED BY LESSEE AND LESSOR IN CONNECTION HEREWITH, INCLUDING THE APPLICABLE EQUIPMENT SCHEDULE, SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO ANY LEASE APPLICABLE TO THE RELATED EQUIPMENT, AND THIS MASTER LEASE AND ANY LEASE HEREUNDER SHALL NOT BE MODIFIED, AMENDED, ALTERED OR CHANGED EXCEPT WITH THE WRITTEN CONSENT OF LESSEE AND LESSOR. ANY PROVISION OF THIS MASTER LEASE OR OF ANY EQUIPMENT SCHEDULE OR LEASE FOUND TO BE PROHIBITED BY LAW SHALL BE INEFFECTIVE TO THE EXTENT OF THAT PROHIBITION WITHOUT INVALIDATING THE REMAINDER OF THIS MASTER LEASE OR SUCH EQUIPMENT SCHEDULE OR LEASE. THE WAIVER BY LESSOR OF ANY BREACH BY LESSEE OF ANY TERM, COVENANT OR CONDITION HEREOF SHALL NOT OPERATE AS A WAIVER OF ANY SUBSEQUENT BREACH HEREOF.

LESSEE'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO LESSOR THAT YOU HAVE RECEIVED AND READ ALL TERMS AND CONDITIONS CONTAINED IN THIS MASTER LEASE. THIS MASTER LEASE IS BINDING UPON LESSOR'S ACCEPTANCE HEREOF.

LESSEE	SIGNATURE	PRINT NAME & TITLE	DATE
(As Stated Above)	**X**		

LESSOR

LESSOR	SIGNATURE	PRINT NAME & TITLE	DATE
GreatAmerica Financial Services Corporation			

625 First Street SE, Cedar Rapids, IA 52401; PO Box 609 Cedar Rapids, IA 52406-0609



Brazoria County Sample Implementation Schedule

function4

Delivery/ Location Info								Ricoh Fleet			Function4 Fleet				IT Info				
Delivery Date	Asset #	Location	Brazoria Printer Name	Address	Room	Phone	Contact	Current ID#	Current Canon	Serial #	New MFD	Power Req	F4 ID#	Serial #	MAC Address	IP Address	Subnet	Gateway	DNS
TBD	1	Adult Probation CSCD	TBD	Angleton East Annex Workstation #2	TBD	xxx-xxx-xxxx	-	XXXXX	IM C6000	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	2	Adult Probation CSCD	TBD	Angleton East Annex Workstation #1A	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	3	Adult Probation CSCD	TBD	Angleton East Annex Workstation #1B	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	4	Adult Probation CSCD	TBD	East Annex Admin	TBD	xxx-xxx-xxxx	-	XXXXX	MP C307	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	5	Adult Probation CSCD	TBD	East Annex Support Staff	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	6	Adult Probation CSCD	TBD	Freeport	TBD	xxx-xxx-xxxx	-	XXXXX	MP 3555SPAD	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	7	Adult Probation CSCD	TBD	Manvel 1 front	TBD	xxx-xxx-xxxx	-	XXXXX	MP 3555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	8	Adult Probation CSCD	TBD	Manvel 2 back	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	9	Adult Probation CSCD	TBD	Manvel Support Staff	TBD	xxx-xxx-xxxx	-	XXXXX	MP 601	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	10	Adult Probation CSCD	TBD	West Annex Court Unit	TBD	xxx-xxx-xxxx	-	XXXXX	MP 3555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	11	Agrilife Extension Service	TBD	Ag Ext Device 1-Copy Room	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	12	Agrilife Extension Service	TBD	Ag Ext Device 2-Copy Room	TBD	xxx-xxx-xxxx	-	XXXXX	MP 6055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	13	Airport	TBD	Airport	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	14	Auditor	TBD	Auditor	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	15	Bail Bond Bond	TBD	Bail Bond Board	TBD	xxx-xxx-xxxx	-	XXXXX	MP 2555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	16	Child Protective Services	TBD	Child Protective Services-West Annex	TBD	xxx-xxx-xxxx	-	XXXXX	MP C307	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	17	Community Development	TBD	CDBG Back File Room	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	18	Community Development	TBD	CDBG Front Office	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	19	Constable Pct 1	TBD	Const Pct 1 Alvin Substation	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	20	Constable Pct 2	TBD	Const Pct 1 Lake Jackson	TBD	xxx-xxx-xxxx	-	XXXXX	MP 3555SPAD	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	21	Constable Pct 2	TBD	Const Pct 2 Admin Office-Angleton	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	22	Constable Pct 2	TBD	Const Pct 2 Admin Office-Manvel	TBD	xxx-xxx-xxxx	-	XXXXX	MP 2555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	23	Constable Pct 3	TBD	Const Pct 3 Pearland Sub Office	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	24	Constable Pct 4	TBD	Const Pct 4 North Office	TBD	xxx-xxx-xxxx	-	XXXXX	IM C2500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	25	Constable Pct 4	TBD	Const Pct 4 West Columbia	TBD	xxx-xxx-xxxx	-	XXXXX	IM 2500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	26	County Clerk	TBD	County Clerk Lake Jackson Substation	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	27	County Clerk	TBD	County Clerk Manvel Substation	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	28	County Clerk	TBD	County Clerk Pearland Substation	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	29	County Clerk	TBD	Civil/Probate Justice Center	TBD	xxx-xxx-xxxx	-	XXXXX	MP 4055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	30	County Clerk	TBD	County Clerk East Annex Deed Records	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	31	County Clerk	TBD	County Clerk Elections-East Annex (Big Copier)	TBD	xxx-xxx-xxxx	-	XXXXX	MP 6055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	32	County Clerk	TBD	County Clerk Elections-East Annex (Desktop 1)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	33	County Clerk	TBD	County Clerk Elections-East Annex (Desktop 2)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	34	County Clerk	TBD	County Clerk Elections-East Annex (Desktop 3)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	35	County Clerk	TBD	County Clerk Elections-East Annex (Voter 1)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	36	County Clerk	TBD	County Clerk Elections-East Annex (Voter 2)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	37	County Clerk	TBD	County Clerk Elections-East Annex (Voter 4)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	38	County Clerk	TBD	County Clerk Elections-East Annex (Voter 5)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	39	County Clerk	TBD	County Clerk Elections-East Annex (Voter 6)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	40	County Clerk	TBD	County Clerk Elections-East Annex (Voters 3)	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	41	County Clerk	TBD	ounty Clerk Elections-East Annex (Voters Big Copie	TBD	xxx-xxx-xxxx	-	XXXXX	MP7503SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	42	County Clerk	TBD	Criminal Justice Center Criminal	TBD	xxx-xxx-xxxx	-	XXXXX	MP 4055SP	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	43	County Court at Law #1	TBD	CCL #1	TBD	xxx-xxx-xxxx	-	XXXXX	MP 2555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	44	County Court at Law #2	TBD	CCL #2	TBD	xxx-xxx-xxxx	-	XXXXX	MP 2555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	45	County Court at Law #3	TBD	CCL #3	TBD	xxx-xxx-xxxx	-	XXXXX	MP 2555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	46	County Judge's Office	TBD	4th Floor Admin Building	TBD	xxx-xxx-xxxx	-	XXXXX	IM C3500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	47	District Attorney's Office	TBD	Dist Atty Civil Divison	TBD	xxx-xxx-xxxx	-	XXXXX	IM C6000	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	48	District Attorney's Office	TBD	Dist Atty Civil FAX 3rd floor DA office	TBD	xxx-xxx-xxxx	-	XXXXX	MP301SPF	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	49	District Attorney's Office	TBD	Dist Atty CPS Divison	TBD	xxx-xxx-xxxx	-	XXXXX	MP 6055	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	50	District Attorney's Office	TBD	Dist Atty CPS-FAX 3rd floor DA office	TBD	xxx-xxx-xxxx	-	XXXXX	MP301SPF	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	51	District Attorney's Office	TBD	**Dist Atty Intake #1 Intake Divison**	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	52	District Attorney's Office	TBD	**Dist Atty Intake #2 Misdemeanor Divison**	TBD	xxx-xxx-xxxx	-	XXXXX	MP 6055	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	53	District Attorney's Office	TBD	Dist Atty Jury / Hot Checks	TBD	xxx-xxx-xxxx	-	XXXXX	MP 5055	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	54	District Attorney's Office	TBD	Dist Atty Misdemeanor 3rd floor DA office	TBD	xxx-xxx-xxxx	-	XXXXX	MP301SPF	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	55	District Attorney's Office	TBD	Dist Atty Misdemeanor Felony Divison	TBD	xxx-xxx-xxxx	-	XXXXX	IM C6000	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	56	District Attorney's Office	TBD	Dist Atty MRP & Accounts Payable	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	57	District Clerk	TBD	BCSO Jail Division for District Clerk printing	TBD	xxx-xxx-xxxx	-	XXXXX	IM 550	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	58	District Clerk	TBD	District Clerk Criminal	TBD	xxx-xxx-xxxx	-	XXXXX	IM C6000	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	59	District Clerk	TBD	District Clerk Family	TBD	xxx-xxx-xxxx	-	XXXXX	IM C6000	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	60	District Clerk	TBD	District Clerk Records	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	61	District Court Administrator's Office	TBD	District Court Admin	TBD	xxx-xxx-xxxx	-	XXXXX	MP 2555	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	62	Emergency Management	TBD	Emergency Operations Center - Workroom	TBD	xxx-xxx-xxxx	-	XXXXX	IM C3500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	63	Employee Health Clinic	TBD	Employee Health Clinic	TBD	xxx-xxx-xxxx	-	XXXXX	MP C307	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	64	Engineering	TBD	Engineering Breakroom	TBD	xxx-xxx-xxxx	-	XXXXX	IM C2500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	65	Engineering	TBD	Engineering File Room	TBD	xxx-xxx-xxxx	-	XXXXX	IM C4500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	66	Engineering	TBD	Engineering North End Conference Room	TBD	xxx-xxx-xxxx	-	XXXXX	IM 350F	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****
TBD	67	Engineering	TBD	Engineering South Conference Room	TBD	xxx-xxx-xxxx	-	XXXXX	IM C2500	*******	TBD	110-127 V AC, 60 HZ, 15 A Rec.	XXXXX	XXXXX	*****	*****	*****	*****	*****



13025 Stiles Lane, Suite 100
Sugar Land, TX 77478
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Function4 Image / Service Agreement

Sold To: (legal name)

Name: Brazoria County Account Number:

Contact Name: Mindy Burch

Phone Number: 979-864-1840

Street Address: 111 E. Locust St.

City: Angleton State: TX Zip: 77515

Ship To:

Name: Brazoria County Account Number:

Street Address: Multiple

City: State: Zip:

Tax Exemption ☐ No ☑ Yes (Certificate required) Tax Exemption Number:

PO Required ☑ No ☐ Yes (Copy required) PO Number: PO Expiration Date:

Maintenance Agreement

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☑ With Supplies ☐ Maintenance Only - Supplies Purchased Separately

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Billing Cycle for CPP contract: ☑ Monthly ☐ Quarterly ☐ Annually

Billing Cycle for Excess Copies: ☑ Monthly ☐ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☐ 60 ☐ 63

Digital Support Services Opt Out XXXXXXX **(Initial required)**

Lease Contract Number

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Type	Base Amount	Base Allowance	CPP	Overage CPP	Meter Reading
1				B/W					
				C					
2				B/W					
				C					
3				B/W					
				C					
4				B/W					
				C					
5				B/W					
				C					
6				B/W					
				C					

Comments

Customer's signature below acknowledges receipt and consent to Function4 Image / Service Agreement Terms and Conditions. Not binding on Function4 until signed by Function4 Manager.

Customer Name: Please Print

Function4 Representative:

Signature: Authorized Representative of Customer Date

Function4 Manager: Date

Title:

FOR INTERNAL USE

☐ New Customer ☐ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by Function4 ☐ Maintenance Billed with Lease ☐ Dealer Serviced

Key Operator Contact:		Phone:		Email Address:	
Meter Read Contact:		Phone:		Email Address:	
Accounts Payable Contact:		Phone:		Email Address:	

Special Instructions:

Additional Documents Attached:

☐ Price Exception ☐ Tax Exempt Certificate

☐ Purchase Order ☐ Credit Application

function4

Function4 Image/Service Agreement Terms and Conditions

1. **DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Function4 Image/Service Agreement provided by Function4 as either: (i) an CPP with supplies only contract, which the Equipment may be provided by Function4, by customer, or another party, (ii) a Maintenance only contract regarding the service and Equipment that is the subject of a Maintenance Agreement, or (ii) a Subscription contract regarding Subscription Equipment (defined below), along with these Terms and Conditions. The specific contract type will be outlined in the ordering documents. Customer (specified on the reverse side hereof) and Function4, LLC ("Function4") agree that these Terms and Conditions are incorporated by reference into the Function4 Image/Service Agreement to which they are attached as well as all purchase orders and invoices between Customer and Function4 concerning the Equipment which is the subject of a Maintenance Agreement.

2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.

3. **CPP with Supplies.** If Customer selects the Cost Per Page ("CPP") with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, Function4 will perform maintenance cleaning and make inspections, adjustments, and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). Function4 will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function4 and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. CPP with Supplies does not include paper, labels, staples, or transparencies of any kind. Function4 reserves the right to charge Customer for shipping and handling charges incurred by Function4 for the delivery of any Consumable Supplies delivered to the Customer. Function4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 18, Function4 shall have the right under this Maintenance Agreement to increase the CPP rate upon thirty (30) days written notice to Customer.

4. **EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide Function4 with meter readings on the last day of each month and/or when requested by Function4. Each 8½" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. Function4 reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide Function4 access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide Function4 with meter readings on the last day of the month, Function4 shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered either monthly, quarterly, semi-annually, or annually as determined by Function4.

5. **PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Function4, ACH or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. Function4 does not accept cash payments. If any part of any payment due to Function4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.

6. **CUSTOMER CHANGES.** Function4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments, or additions that make it more expensive or impractical for Function4 to provide service to Customer or the Equipment.

7. **MAINTENANCE ONLY.** If Customer selects the Maintenance Only Option on the Maintenance Agreement, Function4 will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are toner, developer, filters, paper, preventative maintenance kits, print wheels, ribbons, ink cartridges, staples, and waste toner bags/receptacles. If Customer uses parts or suppliers other than Function4 Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems, or unacceptable copy quality, then Function4 may terminate this Maintenance Agreement and the unused portion of any fee refunded is in Function4's sole and absolute discretion. In the event Function4 so terminates this Maintenance Agreement, Customer will be offered continuing service from Function4 at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established Function4 rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established Function4 rates then in effect.

8. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function4 holidays and subject to change by Function4. At Customer's request, Function4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function4 rates then in effect.

9. **RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in Function4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to Function4 on demand. Additionally, Function4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function4's standard formula for such proration.

10. **AVAILABILITY OF SUPPLIES.** Function4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.

11. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function4 may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.

12. **NETWORK INTEGRATION.** If Network Integration services are provided by Function4, Customer warrants that the Function4 Digital Needs Analysis ("DNA") has been accurately completed and Function4 may rely on the information contained in the DNA in providing network integration services. Function4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

13. **SUBSCRIPTION.** If Customer selects the Unlimited Subscription, the service includes the equipment, accessories, and/or software listed in the applicable ordering documents (the "Subscription Equipment") and all toner (paper and staples are not included,), parts, and routine maintenance (and service for the Subscription Equipment which will be performed by Function4 during our regular business hours (8:00 AM to 5:00 PM – Monday through Friday, except Holidays) at no additional charge. Service requested by you at times other than regular business hours will be furnished at our established overtime service rates, subject to the availability of our Service Personnel.

14. **NOT INCLUDED IN THE UNLIMITED SUBSCRIPTION.** The following service events are not covered under the Unlimited Subscription and will be invoiced to you at our Standard Service Rates. Service calls resulting from: (a) The use of paper and toner or other supplies not meeting our specifications; (b) User error or failure to perform operator maintenance as defined in the operator manuals; (c) Electrical or mechanical work external to the Subscription Equipment and/or system); (d) Repair or replacement of network printing, scanning, faxing functions affected by updates or modifications of your network; (e) Repair or replacement of peripheral equipment such as Fiery controllers, coin vending equipment, etc., unless added and charged as a separate line item in the Agreement; or (f) Operator negligence, misuse, accidents, acts of God, natural disasters, improper storage, and unusual physical or electrical stress.

15. **SUBSCRIPTION CONSUMPTION VOLUME LIMIT.** If in any 12-month period your copy volume or consumption of toner is 20% higher than _____, then we may increase the monthly payment by 20% for the remaining months of the Term.

Customers Initials: _____

16. **SYSTEM MONITORING.** Function4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function4's DNA). Should Customer opt-out of utilizing System Monitoring, Function4 reserves the right to assess an incremental invoicing fee on Customer not to exceed $25 per invoice.

17. **DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opts-out of DSS, Function4 shall provide Customer with DSS, for a fee of $9.95 per month per device covered under this Maintenance agreement billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax driver updates, installation of additional print/fax drivers and installation of additional scan/fax destinations.

18. **TERM AND AUTOMATIC RENEWAL.** The Term of this Agreement shall be for thirty-six (36) months, unless the Lease Agreement outlines a shorter or longer Term for _____ (__) months (the "Term"). At the end of the Term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional twelve month period under the same terms unless: (a) you provide us written notice, at least 90 days but not more than 150 days prior to the End Date, or your intent to terminate. Each year the prices under this Agreement may increase, but they shall not to exceed 15% annually.

19. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function4 liquidated damages (and not as a penalty)equal to 75% of the recurring Fees remaining to be paid from the effective termination date through the end of the Term. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, Function4 may cancel this agreement and collect damages according to the foregoing formula.

20. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function4 does not constitute a waiver of such rights by Function4, or in any way prevent Function4 from enforcing such rights, or any other rights hereunder, at a later time.

21. **ENTIRE AGREEMENT.** The Maintenance Agreement constitutes the entire agreement between Customer and Function4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

22. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement, or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Function4 Image / Service Agreement.

23. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function4, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

24. **AUTHORITY.** Customer and Function4 each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

25. **LIMITATION ON LIABILITY.** Under no circumstances shall Function4 be responsible to Customer for any indirect, special, or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. Function4's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to Function4 pursuant to this Maintenance Agreement.

26. **INDEMNITY.** CUSTOMER SHALL INDEMNIFY FUNCTION4 AGAINST AND HOLD FUNCTION4 HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, Function4 agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.

27. **DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** Function4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function4 personnel. Function4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is ar external electrical work covered under this agreement.

28. **ATTORNEYS FEES; COSTS.** In the event Customer defaults under thi Maintenance Agreement, or if any other dispute arises hereunder requirin Function4 to refer said matter to an attorney and/or to initiate, or defend, any cou action in any way related to this Maintenance Agreement, Customer agrees to pa Function4's reasonable attorneys' fees and all costs resulting from such action.

29. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereb covenants and agrees that any and all disputes arising out of or in connection wit this Maintenance Agreement shall be interpreted and construed in accordance wit the laws of the State of Texas. This Maintenance Agreement is entered into an performable in the State of Texas. Customer hereby covenants and agrees tha exclusive venue and jurisdiction of any action brought regarding this Maintenanc Agreement and any and all disputes with Function4 shall lie with any state or feder court of competent jurisdiction in Harris County, Texas.

30. **WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVE TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WA RELATED TO THIS MAINTENANCE AGREEMENT.**

31. **NOTICE.** Any notice or other communication given or required in connectio with this Maintenance Agreement shall be in writing, and shall be given by certified registered mail, postage prepaid, return receipt requested. If sent to Function4, sai notice shall be sent to the registered agent for Function4 in the state in which th transaction arose, or to Function4, Attention: William Patsouras, 12560 Reed Rd Suite 200, Sugar Land, Texas 77478, or such other address as Function4 ma hereafter designate in writing. If to Customer, the notice shall be sent to Customer the address specified on the first page of this agreement hereof, or such other addres which may be specified by Customer in writing to Function4.

32. **FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE I THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/O BOLD-FACE TYPE AND IN PARAGRAPHS 26, 27, 28, 30, 32 AND THI PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVE FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANC AGREEMENT.**

33. **AFFIRMATIVE ACTION.** Function4 and all vendors and/or subcontractors a obligated to and do, to the best of Function4's knowledge comply with the EEO claus at 41 CFR 60 1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

34. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, any of its rights or obligations hereunder without the prior written consent of the oth party. However, Function4 may assign or otherwise transfer its rights, interests, ar obligations under this Agreement without your consent in the event of a change control of 50% or more of the equity of Function4, the sale of substantially all the asse of Function4, or the restructuring or reorganization of Function4 or its affiliate entities. Client transfer its rights, interests, and obligations under this Agreement witho Function4 consent then such assignment will not be valid, and Customer shall rema responsible for all fees under this Agreement and any attachment or schedul regardless of whether Customer continues to derive any benefit from the Services. addition, unless otherwise agreed, we may contract with third parties to deliver some all the Services, and no such third-party contract is to be interpreted as an assignme of this Agreement. However, we will use commercially reasonable efforts to ensure th any and all such third parties abide by all of the terms of this Agreement, and, exce as otherwise agreed, we will remain solely responsible for the fulfillment of all of o obligations under this Agreement. This Agreement is binding upon the parties, the successors and permitted assigns.

Customers Initials: _____

Function4 Image / ServiceAgreement Addendum - Additional Equipment

Sold To:
Name: _____ Account Number: _____
Address Line 1: Mindy Burch
Address Line 2: 979-864-1840
Street Address: 111 E. Locust St.
City: Angleton State: TX Zip: 77515

Ship To:
Name: Brazoria County Account Number: _____
Street Address: Multiple
City: _____ State: _____ Zip: _____

ADDENDUM TO FUNCTION4 IMAGE / SERVICE AGREEMENT

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Type	Base Amount	Base Allowance	CPP	Overage CPP	Meter Reading
7				B/W					
				C					
8				B/W					
				C					
9				B/W					
				C					
10				B/W					
				C					
11				B/W					
				C					
12				B/W					
				C					
13				B/W					
				C					
14				B/W					
				C					
15				B/W					
				C					
16				B/W					
				C					
17				B/W					
				C					
18				B/W					
				C					
19				B/W					
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20				B/W					
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21				B/W					
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22				B/W					
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23				B/W					
				C					
24				B/W					
				C					
25				B/W					
				C					
26				B/W					
				C					
27				B/W					
				C					
28				B/W					
				C					
29				B/W					
				C					
30				B/W					
				C					

This page is a continuation of the Function4 Image / Service Agreement dated _____ between Function4 and Customer.

Customer Signature: _____ **Function 4 Representative:** _____

660

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER SAMPLE

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.

I. EQUIPMENT LEASE PURCHASE AGREEMENT

a. **Terms and Conditions**
- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

b. **Tax Designation and Covenants** – The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.
- Initial as appropriate

c. **Opinion of Counsel**
- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print name, title, sign and date

III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. INCUMBENCY CERTIFICATE

To be signed by a person other than the person who signed the agreement and related Documents.

V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, TN, and TX.

- Print name, title, sign and date. Attest where required

VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VII. 8038 - IRS FORM. Post funding: Form will be sent to you via email to sign and return with an original signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

☑ **Insurance Certificate for Property** – List FUNCTION 4, LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.

☑ **Insurance Certificate for Liability** – List FUNCTION 4, LLC and/or Its Assigns as "additional insured.

☐ **Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)

☑ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)

☐ **Advance payment check** made payable to FUNCTION 4, LLC

☑ **Completed Billing Information form**

☑ **State sales tax exemption certificate**

☐ **Original documents**

☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9

☑ EUQ

☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED TO:

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220
Attn: SAMPLE
Email: _____

08PFDOC081v7

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function

Equipment Lease Purchase Agreement

DATED: _____, 20____

LESSEE

Full Legal Name		Phone Number
SAMPLE		
DBA Name (if any)		
Billing Address	City	State Zip

EQUIPMENT INFORMATION

Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
			SAMPLE

Equipment Location (if not same as above) City State Zip

VENDOR

Vendor Name
FUNCTION 4, LLC
Address
City State Zip

RENTAL PAYMENTS

Rental Payment Periods:
- ☑ Monthly
- ☐ Quarterly
- ☐ Semiannually
- ☐ Annually

Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR

Lessor
Function 4, LLC
Signature
Title
Lease Number

LESSEE SIGNATURE

Lessee
SAMPLE
Signature
Title

(Terms and Conditions continued on the reverse side of this Agreement.)

TAX DESIGNATIONS AND COVENANTS

Bank Qualification: Lessee initial here if this provision is applicable: _____
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed $10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

OPINION OF COUNSEL

As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Signature		Date
Name		Phone Number
Address	City	State Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due, The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a political subdivision within the meaning of the regulations promulgated pursuant to said Section of the Code. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee acknowledges these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Agreement.

(n) Lessee agrees to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with Lessor to insure such timely and accurate filing.

(o) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

(f) If required, Lessee will engage an arbitrage rebate analyst or nationally recognized firm of bond counsel to determine the arbitrage rebate or yield reduction amounts and make any required payments to the U.S. Treasury no later than 60 days following each fifth anniversary of the Commencement Date.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal

year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree

shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06 "INTENIONALLY OMITTED"

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 13.10 "INTENIONALLY OMITTED"

Section 13.11. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.13. Electronic Transactions. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of the IRS Form 8038-G which Lessee must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Agreement, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith with the exception of the IRS Form 8038-G, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Agreement by the Lessee when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Lessor's option, Lessor may require a manual signature.

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INCUMBENCY CERTIFICATE

RE: Equipment Lease Purchase Agreement dated as of _____, 20____ (the "Agreement"), between **Function 4, LLC**, as Lessor ("Lessor") and SAMPLE, as Lessee ("Lessee").

Being a knowledgeable and authorized agent of Lessee, I hereby certify to Lessor that the person(s) who executed the Agreement are legally authorized to do so on behalf of Lessee and that the signatures that appear on the Agreement are genuine.

LESSEE SIGNATURE

Lessee SAMPLE

Signature _____

Print Name _____

Title _____

Date _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

18FUNC003Bv4

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TEXAS ADDENDUM TO EQUIPMENT LEASE PURCHASE AGREEMENT

This Addendum to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of _____, 20___, between FUNCTION 4, LLC (together with its successors and assigns, "Lessor"), and SAMPLE (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. The definition of **Lease Term** in the Agreement is hereby amended by deleting the existing definition and inserting the following definition in lieu thereof:

   "**Lease Term**" means, the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 3.02**, provided that the Lease Term shall not exceed 25 years.

2. **Section 3.03** of the Agreement is hereby deleted and the following **Section 3.03** is hereby inserted in lieu thereof:

   Section 3.03. Continuation of Lease Term. The decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then-current governing body of Lessee.

3. **Section 11.01** of the Agreement is hereby deleted and the following **Section 11.01** is hereby inserted in lieu thereof:

   Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole (but not in part) by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

4. The following **Section 13.13** is hereby added to the Agreement:

   Section 13.13. No Engagement in Boycott of Israel. Lessor certifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE

Legal Name of Lessee SAMPLE

Signature _____ Date _____

Print Name _____

Title _____

(Seal)

Attest _____

Title _____ Date _____

LESSOR SIGNATURE

Name of Lessor FUNCTION 4, LLC

Lessor Signature _____ Date _____

Print Name _____

Title _____

Lease Number _____

09PFDOC143v3

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TEXAS VERIFICATION ADDENDUM TO SAMPLE

[APPLICABLE TO A LEASE WITH A VALUE OF A $100,000 OR MORE]

LESSOR: FUNCTION 4, LLC

LESSEE: SAMPLE

LEASE NUMBER: _____

LEASE DATE: _____

This Texas Verification Addendum is hereby incorporated in and is hereby made a part of the above-referenced SAMPLE (together with all Exhibits and Attachments, the "Original Lease", and with any supplemental addendums or amendments, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to FUNCTION 4, LLC, as the "Lessor" of the Equipment.

This Texas Verification Addendum serves to evidence compliance with applicable Texas statutes by providing written verification that the Lessor, including its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates, can make the unqualifed verifications as outlined herein. The Lease is a contract for goods or services between the Lessor and the Lessee, a Texas governmental entity, with a value of $100,000 or more to be paid wholly or partly from public funds of the Lessee.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO ENGAGEMENT IN BOYCOTT OF ISRAEL. WE certify that WE do not boycott Israel, and agree that WE will not boycott Israel during the term of this Lease, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

2. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. WE certify that WE do not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

3. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO ENGAGEMENT IN BOYCOTTING ENERGY COMPANIES. WE certify that WE do not boycott energy companies and will not boycott energy companies during the term of this Lease pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529, § 2)

4. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES. We certify that WE (a) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Lease against a firearm entity or firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530, § 1).

Except as specifically set forth in this Texas Verification Addendum, all terms and conditions contained in the Original Lease will remain in full force and effect and are hereby ratified and confirmed.

In the event of any conflict, inconsistency or incongruity between the provisions of this Texas Verification Addendum and any of the provisions of the Original Lease, the provisions of this Texas Verification Addendum shall in all respects govern and control.

LESSEE SIGNATURE

Legal Name of Lessee SAMPLE

Signature _____ Date _____

Print Name _____

Title _____

LESSOR SIGNATURE

Name of Lessor FUNCTION 4, LLC

Lessor Signature _____ Date _____

Print Name _____

Title _____

Lease Number _____

21ANC043

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ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: _____ Phone Number: _____

1) Please clarify legal name of proposed lessee? SAMPLE

2) Is any equipment to be leased replacing any existing equipment? *(If No, proceed to question 3).* ☐ Yes ☐ No

What percentage of the equipment to be leased is replacement? _____%

How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☐ 5+ yrs

Why is the existing equipment being replaced? _____

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

_____

_____

4) Was the equipment/lease placed for competitive bid? ☐ Yes ☐ No

If No, why was a bid not required?

☐ Covered under state contract (Contract name and # _____)

☐ Size of transaction does not require competitive bid (What documentation _____)

☐ Transaction exempt from bidding process pursuant to current statutes (statute # _____)

(Please attach copy of statute if available)

☐ Other _____

5) What is the source of funds for repayment of this obligation?

☐ Local Property Taxes

☐ State Unrestricted Revenues

☐ Federal Financial Assistance

☐ Chapter I ☐ Chapter II ☐ Other _____

☐ Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☐ Yes ☐ No

If No, why is the obligation not included in an approved budget? _____

_____

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____

_____

_____

To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☐ No

If Yes, please provide details _____

_____

8) What is required on the Invoice for prompt payment? _____

Completed By:

Signature: _____ Date: _____

Print Name: _____ Phone: _____

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EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: FUNCTION 4, LLC LEASE NUMBER: _____

LESSEE: SAMPLE LEASE DATE: _____, 20____

Rental Payment Number	Rental Payment Due Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price

Sales tax of _____ is included in the financed amount shown above.

SAMPLE

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

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EXHIBIT B

EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION

LESSOR: FUNCTION 4, LLC

LESSEE: SAMPLE

LEASE NUMBER: _____

LEASE DATE: _____, 20____

Quantity	Description/Serial No./Model No.	Location
	SAMPLE	

LESSEE SIGNATURE

Legal Name of Lessee SAMPLE

Signature _____ Date _____

Print Name _____ Title _____

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE

Name of Lessor FUNCTION 4, LLC

Lessor Signature _____ Date _____

Print Name _____ Title _____

Lease Number _____

11PFDOC181v1

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for FUNCTION 4, LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: SAMPLE

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address:

Attention:

Telephone Number:

FEDERAL TAX ID#:

Lease/Contract Signer Name: Date of Birth (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** . ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ☐ YES ☐ NO

Do you require any special information to establish a vendor number for ? ☐ YES ☐ NO

If yes, please advise:

Additional Comments:

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name:

Title:

Contact Address:

Contact Telephone Number:

Email Address:

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction**:

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☐ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.
The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

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673

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

2 **Issuer's employer identification number (EIN)**
XXXXXXXXXXXXX

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

3b Telephone number of other person shown on 3a
XXXXXXXXXXXXXXXXXX

4 Number and street (or P.O. box if mail is not delivered to street address)
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Room/suite
XXXXXX

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
XXXXXXXXXXXXXXXXX XXXXXXXXX

7 Date of issue
XXXXXXXXXXXXXXXXXXXXXX

8 Name of issue
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

9 CUSIP number
XXXXXXXXXXXXXXXXXXXXX

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

10b Telephone number of officer or other employee shown on 10a
XXXXXXXXXXXXXXXXXXXXX

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	XXXXXXXXX XX
12	Health and hospital	12	XXXXXXXXX XX
13	Transportation	13	XXXXXXXXX XX
14	Public safety	14	XXXXXXXXX XX
15	Environment (including sewage bonds)	15	XXXXXXXXX XX
16	Housing	16	XXXXXXXXX XX
17	Utilities	17	XXXXXXXXX XX
18	Other. Describe ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	18	XXXXXXXXX XX
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXXXXX	$ XXXXXXXXXX XX	$ XXXXXXXXX XX	XXXXXXXXX years	XXXXXXXXXXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	XXXXXXXXX XX
23	Issue price of entire issue (enter amount from line 21, column (b))		23	XXXXXXXXX XX
24	Proceeds used for bond issuance costs (including underwriters' discount)	24 XXXXXXXX XX		
25	Proceeds used for credit enhancement	25 XXXXXXXX XX		
26	Proceeds allocated to reasonably required reserve or replacement fund	26 XXXXXXXX XX		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27 XXXXXXXX XX		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28 XXXXXXXX XX		
29	Total (add lines 24 through 28)		29	XXXXXXXXX XX
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	XXXXXXXXX XX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	XXXXXXXXXXX years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	XXXXXXXXXXX years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	XXXXXXXXXXX
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	XXXXXXXXXX XX
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	XXXXXXXXXX XX
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXX		
c	Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	XXXXXXXXXX XX
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXX		
c	Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXXX		
d	Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXXX		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXX		
c	Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXX		
d	Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXX		
42	If the issuer has superintegrated the hedge, check box ▶ ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXXXXXX		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date — XXXXXXXXXXXXXXXXXXXXXXXXXXXX Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				XXXXXXXXXXX

Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX — Firm's EIN ▶ XXXXXXXXXX

Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX — Phone no. XXXXXXXXXXXXX

SAMPLE

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function

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of _____ , 20____,
between **Function 4, LLC**, as Lessor, and SAMPLE, as Lessee.

In accordance with the Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Signature	Date
	Print Name	
	Title	

18FUNC004

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DIR-CPO-4439 Appendix E

MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-CPO-4439, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR-CPO-4439 on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal

property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds

are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10^{th}) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location,

unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED

DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business

opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original

signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER.** Without the prior written consent of Lessor,

DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii) repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where

Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, 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 MLA and/or any Schedules executed hereunder;

(ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision making authority,

(vi) under Section 2155.004, Texas Government Code, the Lessor certifies that the individual or business entity named in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate;

(vii) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;

(viii) Lessor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(ix) as of the effective date of the MLA, are 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;

(x) to the extent applicable to this scope of this MLA, Lessor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All

Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xiii) Lessor agrees that any payments due under this MLA will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures.. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

During the term of the MLA, Lessor shall, for itself and on behalf of its subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Lessor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated

there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

DIR-CPO-4439 Appendix F
SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT

1) Performance Standards / Fleet Uptime

a. Response time:
- **i.** Service call telephone response shall be within one (1) business hour of receipt of the service call.
- **ii.** Service call on-site response shall be within an average of four (4) business hours of receipt of call for all Customer locations serviced by a branch or within 50 miles of an authorized dealer.
- **iii.** Remote locations outside this radius will be responded to, on-site, within an average of eight (8) business hours from call placement.
- **iv.** Service call on-site for any KMBS printers shall be the next business day.

b. KMBS service standards will provide an average quarterly fleet uptime of 95%.

c. Konica Minolta's definition of uptime is based on full equipment availability producing quality output. Uptime Average is calculated as [(Availability Hours) – (Downtime)] / (Availability Hours) with the product rounded down to the nearest whole number.

d. "Availability Hours" shall mean the number of Business Hours per calendar month that the equipment is on-site, operating according to specifications, and fully available for use by the Customer. "Business Hours" include the time between 8:00 a.m. and 5:00 p.m. (local time), Monday through Friday, excluding KMBS holidays.

e. "Downtime" shall mean the number of business hours in any calendar month during which an item of Hardware, maintained hereunder, is inoperative during the month and such inoperability is not due to misuse, fire, or using the Hardware in a manner other than its intended uses. Downtime is calculated from the point in time when KMBS receives the service request for Hardware that cannot perform its functions until such time as the equipment is operating per KMBS specifications. Downtime includes machine-repair time and response time when the Hardware is inoperative. Downtime excludes preventive maintenance, equipment move time, time consumed in producing usable copies, or maintenance service rendered due to user misuse or for non-payment.

2) Customer One Guarantee

a. For equipment covered by this Guarantee under full continuous maintenance coverage from the date of installation, and for up to a maximum of five (5) years, KMBS shall offer a Customer One Guarantee which states:
- **i.** Should covered equipment be out of service, due to maintenance needs, for more than sixteen (16) consecutive business hours, or if a production print unit is out of service for more than 24 hours, KMBS shall provide a loaner unit of similar capabilities upon your request.
- **ii.** Any unit that KMBS determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge, Replacement shall be a new MFP device within the first two (2) years of installation and the replacement unit thereafter may be other than new.
- **iii.** Customer owned non-KMBS assets, subject to a Managed Print Service contract supplement are not covered by this Customer One Guarantee.

DIR-CPO-4439 Appendix F
SERVICE LEVEL AGREEMENT

3) Preventative Maintenance

a. All copiers placed under a maintenance contract will have preventative maintenance performed on them in accordance with Konica Minolta's prescribed schedule at a minimum of once per year. This service is done at or before the prescribed copy volumes are reached. By doing this service, Konica Minolta helps to ensure copy quality, as well as maintain machine performance.

4) Installation/Moves/Changes/Returns

a. Cost for all handling, packing, transport, insurance, removal and installation and return charges, shall be the responsibility of the KMBS.

b. KMBS shall perform all installations and shall verify proper operation of all equipment.

c. For installation and removals that require special rigging, a price quote will be submitted to DIR Customer for approval prior to any work being done.

d. KMBS shall provide de-installation (packing and handling) and removal of KMBS output devices, including providing a plan to coordinate these services, at no cost to the DIR Customer.

e. Equipment relocation Services (including dismantling, packing, transporting, and re-installing Equipment) shall be provided at the following charges:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

5) Data Security and Hard Drive Sanitization

a. At install, the bizhub SECURE option may be available per unit for new KMBS equipment acquired under this Agreement. Value-added security functions can be enabled to:
- **i.** Hard drive encryption
- **ii.** Hard drive lock password
- **iii.** Automatic deletion of temporary image data
- **iv.** Data overwrite of electronic documents on a timed

b. At end of term, for KMBS equipment only, KMBS shall offer the following options, upon written request and authorization from Customer:
- **i.** As-is disposal Equipment will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
- **ii.** In-place data cleaning where available, a KMBS field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology. The drive

will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration.

iii. Hard Drive replacement and return at the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the Customer. A replacement hard drive will be installed and re-initialized with the generic device control programs. Availability of this option depends on model and configuration. Cost is prevailing hourly rate in effect at time of request plus the replacement cost for the hard drive for leased machines.

6) **Account Management and Reporting**

a. Corporate review meetings are to be held quarterly with Customer and KMBS account management teams.

b. KMBS will provide metric reporting to be agreed upon during implementation.

c. Konica Minolta will maintain a Service log describing maintenance and repair Service which shall be available to Customer upon request.

d. Customers have 24/7 access to equipment information through www.mykmbs.com. A user with a Fleet Manager role can run reports such as uptime, usage, number of services calls placed, and response time per device.

7) **Available Report Specifics**

a. General Fleet Information- Provides an overview of the purchasing entities' entire fleet, including equipment installation dates and service contract coverage dates.

b. Fleet Uptime Performance- Provides uptime and response time statistics for the purchasing entities' entire fleet, including the average monthly copy volume and copies between calls.

c. Equipment by Location- A customized inventory report detailing the location of all machines

d. Open Service Calls- View a list of all open service calls for the entire fleet,and monitor response times.

e. 3 and 30 reports create a hotlist of problematic machines should a particular unit require more than three legitimate service calls in a 30-day period. In such cases the assigned technical manager is automatically alerted to escalate the service issue and all critical information on the account is turned RED throughout the system until resolution.

8) **End-User Training**

a. One on-site training session and two (2) hours for phone/technical support to familiarize customers with new device installations.

b. If technical support requests arise during the course of this contract, Konica Minolta's dedicated GCS support number 800-456-5664 is available for troubleshooting assistance.

c. Additional product literature, user-manuals, and access to online resources are available to the Purchasing Entity via Konica Minolta's website.

DIR-CPO-4439 Appendix F
SERVICE LEVEL AGREEMENT

9) **Customer Service**

a. General Service Call Center- All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Client Services.

b. Relationship Management for Escalation of Issues- The Printer Support Group will triage any issues with the following steps:
   i. If Problem Resolved – Close service notification in SAP
   ii. If Problem Escalated – On site support required
   iii. Printer Support works with customer to make sure problem is resolved to customer satisfaction.
   iv. Printer Support Advisor updates notes in SAP such as:
      - Describes Problem Resolution
      - TAP (Telephone Assistance) Priority
      - Updates SAP service notification information
   v. Customer up and running – SAP updated and the service notification is closed

c. Technical Representative- All first level technical support will be provided by our factory trained and authorized Konica Minolta service technicians. Konica Minolta technicians will be available to provide on-site support to troubleshoot contract related hardware, software, and network issues.

KONICA MINOLTA

Appendix G to DIR-CPO-4439
Maintenance and Support Agreement

DIR Contract No. DIR-CPO-4439 and the following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: http://www.window.state.tx.us/taxinfo/stateholidays.html.

101. Extended Coverage Services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium in accordance to Appendix C of DIR Contract No. DIR-CPO-4439.

102. Equipment Services provided under this agreement include labor and parts required to maintain covered equipment in a normal operating condition as set forth in the equipment specifications detailed on http://www.kmbs.konicaminolta.us.

103. Equipment Exchange will be used for products where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process. Does not apply to 3D printers. A loaner machine will not be provided as part of the Equipment Exchange Program for 3D printers, however, access to print service at an available KMBS demo floor that has a 3D printer will be provided. For 3D printers, Customer is responsible for all costs of print labor, supplies, and post finishing product charges.

104. Preventative Maintenance shall be performed as needed to ensure optimal operation of equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the equipment's user guide is not covered.

105. DISCLAIMER: Repairs and/or services that fall outside the scope of this Maintenance and Support agreement may not be provided under DIR Contract No. DIR-CPO-4439. Examples of repairs or services not covered under this agreement include, but are not limited to abuse/misuse, alteration or modification, Third party interference, use of nonstandard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force.

106. Site Environment: Customer shall be responsible to ensure that equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

107. Prerequisite to service: For equipment not previously under a continuous maintenance agreement, equipment must be in good working condition before the start of this agreement. Remedial service may be required to bring the equipment to proper operating standards and the labor and parts associated will be billed in accordance to Appendix C of DIR Contract No. DIR-CPO-4439. A quote will be provided for customer approval before work begins.

108. Initial Installation: Physical installation, removal of packing material and initial setup of equipment will be performed by KMBS using default configuration settings at the location specified by customer. Application of custom settings can be requested prior to installation. Application of custom setting must be mutually agreed to by customer and KMBS prior to installation and shall be in accordance with Appendix C, Pricing Index of DIR Contract DIR-CPO-4439.

109. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible. Unless otherwise negotiated with Konica Minolta and the DIR Customer, if the document output device(s) is not in operation within 24 hours of a reported outage, Konica Minolta will furnish a document output device of the same specifications at no additional cost to the Customer until the inoperable document output device is operational.

110. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Maintenance and Support Agreement. Such services will be quoted and performed at agreed rates in accordance to Appendix C of DIR Contract No. DIR-CPO-4439.

Supplies and Consumables

Consumable Supplies: Supplies are inclusive and KMBS will provide toner for covered equipment on an as needed basis. Consumable supplies do not include paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap. For 3D printers, Customer is responsible for management, restocking, procurement, and ordering of supplies. Consumable supplies are not included with our 3D systems.

KONICA MINOLTA

Appendix G to DIR-CPO-4439
Maintenance and Support Agreement

201. **Expected Yield:** Pricing under this agreement is based on published and commercially reasonable expectations of supply and consumables consumption. This information can be found at: KMBS Toner Yields At its discretion, KMBS may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4439.

202. **Supply Source:** Genuine Konica Minolta supplies will be used under this agreement for Konica Minolta equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered equipment.

203. **Supply shipping and handling:** Vendor is responsible for all shipping and handling costs except for 3D Printers or 3D Printer supplies. KMBS reserves the right to charge for expedited supply orders (i.e. reimbursement of overnight delivery charges) where requested by customer.

204. **Auto Supply Delivery,** if part of a managed services agreement, requires a designated customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. **Licenses:** KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and licenses to use the software, updates, upgrades and patches included in this agreement, provided the Agreement is in effect.

301. **License Reactivation:** Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. **Site Environment:** Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. **Data Backups and restoration:** Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the customer is expected to restore the environment and data to prior state.

304. **Access:** Customer shall provide KMBS personnel with access to the servers and/or equipment where the software is installed. Customer shall arrange and ensure that one of its employee's or designated agents is present at all times when KMBS is performing maintenance and support services.

305. **Solutions warranty:** KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this agreement for any particular use.

306. **Solution Integration** with print output devices covered under this or other agreement may be affected by existing customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4439.

307. **Term:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at customers location. Level 1 support is only available when level 0 supports is in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. **Software Maintenance (Level 0)** if this option is selected, the customer is entitled support as defined in the 'Patches and Updates' sections.

401. **Patches and Updates:** Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance, excluding full version upgrades (i.e. v1.2 to v2.0).

402. **Access to patches and updates:** Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. **Start of service** rules may vary by OEM, software activation is expected within 10 business days of purchase or install whichever comes first.

404. **Current version:** Customer is recommended to maintain software and OS at the latest recommended version levels. If KMBS or Service Provider determines that equipment failures are due to the Customer not keeping up with new version levels, it may result in suspension and/or termination of services under this agreement in accordance with Appendix A Section 11.B of DIR Contract No. DIR-CPO-4439.

405. **Solutions Helpdesk Support (Level 1):** If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

KONICA MINOLTA

Appendix G to DIR-CPO-4439
Maintenance and Support Agreement

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS), where offered, covers common network integration in a MS WindowsTM centric environment with typical network schema and print/scanning requirements. Any additional or special network requirements must be mutually agreed upon by customer and KMBS prior to installation and shall be in accordance with fees that are listed and in accordance with those in Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4439. A Statement of Work would be required.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: is defined as the operating level and configurations agreed to by customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements and technical services beyond the baseline capabilities of the solution are available at an additional charge in accordance to Appendix C of DIR Contract No. DIR-CPO-4439.

505. Digital Connected Support: Expert helpdesk support is available upon request of Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the customer network environment are not included. 3D unit Help Desk support is not provided.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its' employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time hard-drive encryption (level 2 encryption – equivalent to current Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to customer policy).

508. Technical Services Projects: When requested by the Customer, KMBS can provide technical services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed in accordance with Appendix C of DIR Contract No. DIR-CPO-4439. The cost of the hard drive replacement shall be the responsibility of the Customer in the case of a returned leased or rented machine. Konica Minolta will only be responsible for the purging or removal of hard drives for Konica Minolta equipment.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the customer achieves satisfactory output. Additional end user training when requested can be provided and will be billed in accordance to Appendix C of DIR Contract No. DIR-CPO-4439.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings.

601. Definition of a Print: Each 8.5"x11" image generated by the covered equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable equipment.

Renewal and Maintenance

700. Renewal: At the end of the initial term of this agreement, upon thirty (30) calendar day notice to Vendor, coverage may be extended for an additional one year term unless either party has provided notice pursuant to Appendix A, Section 11.B, Termination of DIR Contract No. DIR-CPO-4439.

701. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this agreement at pre-established price levels in accordance to Appendix C of DIR Contract No. DIR-CPO-4439. The added device(s) will be covered under the terms of this agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

KONICA MINOLTA

Appendix G to DIR-CPO-4439
Maintenance and Support Agreement

Payment and Termination

800. Terms of Payments will be handled in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-CPO-4439.

801. Remedies: Dispute Resolution shall be handled in accordance with Appendix A, Section 11.A of DIR Contract No. DIR-CPO-4439.

802. Termination: Termination shall be handled in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-CPO-4439.

General Legal

900. Business Purpose: Customer warrants and represents that the equipment under this agreement will be used for business purposes.

901. ASSIGNMENT: Assignments will be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-CPO-4439.

902. NOTICES: Notices will be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-CPO-4439.

903. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THEMANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, OR MAINTENANCE, AND EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

904. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity.

905. FORCE MAJEURE: Force Majeure will be handled in accordance to Appendix A, Section 11.C of DIR Contract No. DIR-CPO-4439.

906. If Customer determines that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer, it shall provide Order Fulfiller with notice of its determination and five (5) calendar days to provide reasonable assurance that it will be able to deliver product or services in a timely manner. If order Fulfiller fails to provide reasonable assurance within five (5) calendar days, Customer may terminate the purchase order.

907. WAIVER & SEVERABILITY: Failure by KMBS or Customer to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of DIR Contract No. DIR-CPO-4439 or this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.

908. ORIGINAL DOCUMENT: KMBS and Customer further agrees (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

909. ENTIRE AGREEMENT: DIR Contract No. DIR-CPO-4439 and this agreement constitute the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use. This Agreement will not be effective until accepted by an authorized representative of KMBS. Should there be a conflict in terms, DIR Contract No. DIR-CPO-4439 shall have precedence.

910. Sellers Agent: Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.

911. Modification of Original Terms and Conditions: Any mutually agreed modifications are to be specified in the comments of the contract or by a duly executed amendment to this agreement.

912. INDEMNIFICATION: Indemnification will be handled in accordance to Appendix A, Section 10.A of DIR Contract No.

DIR-CPO-4439.

DIR Contract No. DIR-CPO-4439

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Konica Minolta Business Solutions U.S.A., Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "Vendor"), with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or

Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to

Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Desiree Mendro
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Drive, Suite 410
Vienna, VA 22182
Phone: (703) 637-1527
Facsimile: (703) 506-1257
Email: statebids@kmbs.konicaminolta.us

7. Leasing Agreements

A. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

B. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

A. **Section 5 Intellectual Property Matters. A. Definitions, 1. Work Product,** is hereby replaced in its entirety:

A. Definitions:

1) The parties do not anticipate that any intellectual property will be created as a result of this contract since this is not a work for hire contract. However, in any case that intellectual property is created, the following terms shall apply:

"Work Product" means any and all deliverables produced by Vendor solely and exclusively for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract by Vendor solely and exclusively for Customer pursuant to this Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer

software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived solely and exclusively for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

(Remainder of this page intentionally left blank)

DIR Contract No. DIR-CPO-4439

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Jack Dixon

Title: Contracts Manager

Date: 10/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/04/2019

Office of General Counsel: Signature on File: 10/04/2019

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2
   - A. Entire Agreement 2
   - B. Modification of Contract Terms and/or Amendments 2
   - C. Invalid Term or Condition 2
   - D. Assignment 3
   - E. Survival 3
   - F. Choice of Law 3
   - G. Limitation of Authority 3
   - H. Proof of Financial Stability 3

5. Intellectual Property Matters 3
   - A. Definitions 3
   - B. Ownership. 4
   - C. Further Actions. 5
   - D. Waiver of Moral Rights. 5
   - E. Confidentiality. 5
   - F. Injunctive Relief 6
   - G. Return of Materials Pertaining to Work Product. 6
   - H. Vendor License to Use. 6
   - I. Third-Party Underlying and Derivative Works. 6
   - J. Agreement with Subcontracts. 6
   - K. License to Customer. 6
   - L. Vendor Development Rights 7

6. Product Terms and Conditions 7
   - A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 7
   - B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8
   - A. Service, Sales and Support of the Contract 8
   - B. Use of Order Fulfillers 8

1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15
C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 24
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract

management staff or their designees.

C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. **CPA** – refers to the Texas Comptroller of Public Accounts.

E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. **State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other

parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations,

manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, 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 legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon

creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and

prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all

necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall

only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for

the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute

resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days

written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books,

documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, 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, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or

performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do 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 the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to

receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are 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;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of

appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) **Commercial General Liability**

   Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) **Workers' Compensation Insurance**

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this 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.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on 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; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas

Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Appendix D

MASTER OPERATING LEASE AGREEMENT

1. **Definitions.** Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4439 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix D). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m)"Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20^{th}) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. Representations and Warranties of Lessor.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	Response	Notes
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **8/12/2025**

Open Public Hearing Regarding Continuation of the County Clerk's Preservation and Restoration Record Archive Fee

The Commissioners Court grants a hearing regarding the continuation of the County Clerk's Preservation and Restoration Record Archive Fee to be Opened to the Public:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **8/12/2025**

Close Public Hearing Regarding Continuation of the County Clerk's Preservation and Restoration Records Archive Fee

The Commissioners Court grants the public hearing regarding the continuation of the County Clerk's Preservation and Restoration Record Archive Fee be Closed.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **8/12/2025**

Continuation of the County Clerk's Preservation and Restoration Record Archive Fee

The Commissioners Court of Brazoria County Approves the 2026 Annual plan for the continuation of the County Clerk's Preservation and Restoration Record Archive Fee according to section 118.025 of the local government code, and

Whereas, the public notice to continue the County Clerk's Preservation and Restoration Record Archive Fee has been published in a newspaper of general circulation, and

Therefore, let it be ordered by Commissioners Court that the County Clerk's Preservation and Restoration Record Archive Fee be Continued as presented.

2026 ANNUAL PLAN FOR THE

PRESERVATION AND RESTORATION OF THE

BRAZORIA COUNTY CLERK'S RECORDS ARCHIVE

On August 13, 2024 the Commissioners Court, by court order number **I.5** approved the plan to fund the County Clerk's Records Archive fee in order to preserve and restore the County Clerk's records. The County Clerk presents the following plan to continue the ongoing preservation and restoration to maintain the County Clerk's records archive fee:

Part time employees	$200,000.00
Contract for Shredding paper	$30,000.00
District Clerk Import of Images	$10,000.00

The prices above are subject to change due to economy rates.

The Facts
COVERING BRAZORIA COUNTY ★ WHERE TEXAS BEGAN

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Broward, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:
- Jul 23, 2025

Notice ID: jgkP8pgC2BNnNysQmqMg
Notice Name: Public Notice- Preservation and Restoration

Publication Fee: $97.22

Edmar Corachia

Agent

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Signed or attested before me on this: 07/28/2025

S Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE IS hereby given that a hearing will be held regarding the 2026 Annual plan for continuation of the Preservation and Restoration of the Record Archive Fee according to section 118.025 of the Local government code during the meeting of August 12, 2025 in the Commissioners' Courtroom, Brazoria County Courthouse, Angleton, Texas.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **8/12/2025**

Engineering Services to Develop Plans, Specifications and Estimates for CR 676 at Varner Creek Replacement (Precinct 4)

Approve the expenditure of $354,599.50 to IEA, Inc. to develop Plans, Specifications and Estimates for the reconstruction of the bridge on CR 676 at Varner Creek “Project”.

Whereas, the attached scope of work provides for a bid set of drawings, surveying, geotechnical investigation, environmental investigation, and design of the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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 IEA, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to reconstruct or replace a structurally deficient bridge, hereinafter called the "Project"

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

201 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.).

202 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a

manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	IEA, Inc.
451 N. Velasco, Suite 230	13501 Katy Fwy, Suite 3425
Angleton, Texas 77515	Houston, Texas 77079
ATTN: Matthew Hanks, JD, PE	ATTN: Wilson Wong, P.E.
Email: matth@brazoria-county.com	Email: wwong@ieaworld.com
Phone: 979-864-1265	Phone: 832-275-5037

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 22
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

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

IEA, Inc

a Texas company

By: Wilson Wong, PE

Name: **Wilson Wong, P.E.**

Title: **Houston Office Director**

Date: 07/24/25

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

INSERT PROPOSAL AND SCHEDULE

IEA, Inc.
13501 Katy Fwy, Suite 3425
Houston, Texas 77079
832-888-4989
Fax: 844-888-4989

July 24, 2025

Ms. Barbara Martinez, PE,
Staff Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, Texas 77515

Subject: **Proposal for Professional Services**
CR 676 at Varner Creek Tributary Bridge Replacement

Dear Ms. Martinez:

IEA Inc. (IEA) is pleased to submit this proposal to provide professional engineering services for CR 676 at Varner Creek Tributary Bridge Replacement.

SCOPE OF SERVICES can be found in Exhibit A and Attachments 1, 2, & 3.

DESIGN SCHEDULE can be found in Exhibit B.

PROPOSED COMPENSATION for both Basic Services and Additional Services can be found in Exhibit C and attachments 1, 2, & 3.

We appreciate and look forward to the opportunity to work with you again. Should you have any questions or require additional information, please do not hesitate to contact me at (832) 694-0628.

Sincerely,

Joseph Lopez, P.E.
Senior Bridge Engineer

Wilson Wong, PE

Wilson Wong, P.E.
Houston Office Director

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER

Project Name: CR 676 at Varner Creek Tributary BridgeReplacement
County: Brazoria

The work to be performed by the Engineer shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for a bridge replacement alternative. These services may include preparing roadway and bridge design and hydrologic and hydraulic design necessary to support the design process as well as environmental, survey, geotechnical, and construction phase services.

Location

Limits:
CR 676 at Varner Creek Tributary
Description:
Replace existing CMP's with new bridge structure and approaches
Work to be Performed:
PS&E Preparation

GENERAL REQUIREMENTS

1.1. Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications. The Engineer shall prepare each Plan, Specification, and Estimate (PS&E) package in a form suitable for letting through the County's construction contract bidding and awarding process.

1.2. Right-of-Entry and Coordination. The Engineer shall notify the County and secure permission to enter private property to perform any surveying, engineering or geotechnical activities needed off-County right-of- way. In pursuance of the County's policy with the public, the Engineer shall not commit acts which would result in damages to private property and shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the County prior to each entry.

1.3. Progress Reporting and Invoicing. The Engineer shall invoice according to Function Code breakdowns shown in Attachment "C" of the Contract for Engineering Services and Exhibit "C" - *Fee Schedule*. The Engineer shall submit each invoice in a format acceptable to the County.

Once the project goes to letting, all electronic files shall be delivered within 30 days of written request.

Final payment is contingent upon the County's receipt and confirmation by the County's Project Manager that the electronic files run and all review comments are addressed.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal shall include the roadway name, County, project limits and contract number.

1.4. Coordination. The Engineer shall coordinate issues and communications with the County's internal resource areas through the County's Project Manager. The County will communicate the resolution of issues and provide the Engineer direction through the County's Project Manager.

FEASIBILITY STUDIES: FUNCTION CODE 102

110.1 Data collection. The Engineer shall:

Collect, review, and evaluate data described below. The Engineer shall notify the County in writing whenever the Engineer finds disagreement with the information or documents:

1. Data from the County, include, but are not be limited to, "as-built plans", existing schematics, right-of-way maps, utility engineering investigation mapping, and previous corridor studies, reports, and plans conducted by other agencies and groups, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings, if available.
2. Utility plans and documents from appropriate municipalities and utility companies
3. Floodplain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
4. Obtain graphics files, plans, documents, and other pertinent data for existing and proposed improvements along the proposed corridor. Review collected information and process the data into MicroStation reference files and organize it into project reference notebooks
5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

ROADWAY DESIGN CONTROLS: FUNCTION CODE 160

160.1. Geometric Design. The Engineer shall:

Develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the County at the 50 percent milestone submittal package. The Layout shall consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW.

The Layout shall also include the following features: existing/Proposed ROW, existing/proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, retaining walls (if applicable), guard rail (if applicable), and water surface elevations for various rainfall frequencies, etc. Existing major subsurface and surface utilities shall be shown. The proposed alignment shall avoid the relocation of existing utilities as much as possible. The Layout shall be prepared in accordance with the current Roadway Design Manual. Minor alignment alternatives will be considered to provide for an optimal design. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

160.2. Roadway Design. The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the County. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown.

The plan view shall contain the following design elements:

1. Calculated roadway centerlines as applicable. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements.
3. Lane and pavement width dimensions.
4. Proposed structure locations, lengths and widths.
5. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
6. Drawing scale shall be 1" = 50'

7. ROW lines and easements.
8. Limits of rip rap, block sod, and seeding.
9. Existing utilities and structures.
10. Benchmark information.
11. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
12. The profile view shall contain the following design elements:
    a. Calculated profile grade for proposed roadway. Vertical curve data shall be shown.
    b. Water surface elevations at major stream crossing for Design and 100-year storms.
    c. Drawing vertical scale to be 1" =10'.

160.3. Typical Sections. Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include the width of travel lanes and shoulders. The typical section shall also include PGL, centerline, pavement design, side slopes, sodding/seeding limits, traffic barriers and sidewalks, if required, station limits, common proposed/existing structures including retaining walls, existing pavement removal (pavement coring shall be performed by the Engineer to determine existing pavement structure for removal items only) riprap, limits of embankment/excavation, etc.

160.4. Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 50 feet intervals. Cross sections shall be delivered in standard Bentley OpenRoads format on 11"x17" sheets and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc.

Two sets of drawings shall be submitted by the Engineer at the 50%, 95%, and final submittals, respectively.

160.5. Plan Preparation. The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. After the 50% submittal the Engineer shall schedule a meeting to review the roadway plans, profiles and cross-sections with the County. The profile and cross sections shall depict the Design and 100-year water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project.

DRAINAGE: FUNCTION CODE 161

Task 1: Collect and Review Data

1.1 Collect Survey and Floodplain Data: This task will include collecting survey data to delineate offsite drainage areas. Floodplain data will be collected and analyzed to examine if there will be any reduction of storage within 100-year floodplain. Exhibits will be prepared showing the project area floodplain map and associated streams.

1.2 Review As-Builts, Plan Sets and Previous Drainage Reports: The review of as-built plan sets will assist in verifying existing drainage structure capacity and in developing hydraulic models. The review of plan sets for adjacent projects (if there is any) and review of previous drainage reports will assist in delineating drainage areas.

1.3 Review of Proposed Roadway and Bridge Plan and Profile: The proposed roadway plan and profile will be utilized to delineate onsite drainage area, and to develop hydraulic models for proposed conditions.

Task 2: Hydrologic and Hydraulic Analysis

2.1 Delineation of Existing Drainage Area: This task will include delineation of off-site and on-site drainage areas for the existing conditions. Drainage area maps will be prepared.

2.2 Develop Hydrologic Model for Existing Condition: This task will include developing hydrologic models (e.g. HEC-HMS) to estimate runoff for design and check storm events. Estimating runoff will require

computation of time of concentration and other hydrologic parameters. Depending on the drainage area size, peak runoff flows will be estimated using Rational Method.

2.3 Develop Hydraulic Model for Existing Condition: This task will include developing hydraulic models (e.g., HEC-RAS) to analyze cross drainage structure (i.e., bridge/culvert). The peak flows from HEC-HMS will be utilized for the corresponding HEC-RAS model. The results from the hydraulic models will be used to estimate water surface elevations at the crossing stream.

2.4 Delineation of Proposed Drainage Area: This task will include delineation of off-site and on-site drainage areas and preparing drainage area maps for the proposed conditions.

2.5 Develop Hydrologic Model for the Proposed Condition: This task will include developing hydrologic models (such as HEC-HMS) to estimate peak runoff for the proposed conditions.

2.6 Develop Hydraulic Model for the Proposed Condition: This task will include developing 2 hydraulic models (HEC-RAS) to analyze cross drainage structure (i.e., bridge/culvert) for the proposed condition; 1 model for each option. The peak flows from HEC-HMS will be utilized for the corresponding HEC-RAS model. The results from the hydraulic models will be used to estimate water surface elevations at the crossing stream.

2.7 Compare Water Surface Elevations and Design Impact Mitigation: The purpose of this analysis will be to compare water surface elevations for existing and proposed conditions to examine if the proposed condition will have any negative impact on the crossing stream. Mitigation measures will be designed to minimize impact.

2.8 Cut and Fill Analysis: Floodplain analysis will be conducted to examine if there will be any reduction of storage within 100-year floodplain, if necessary. The analysis includes an estimate of cut and fill volumes within the floodplain for the crossing stream.

2.9 Scour: Perform scour evaluations for both the design and check flood (i.e. 2 times the check flood) frequencies.

Task 3: Project Documentation

3.1 Prepare Draft Report: The results of the hydrologic and hydraulic analyses will be prepared in a report format. This report will document project description, data, methodology, exhibits and appendices.

3.2 Prepare Final Report: We will incorporate comments by Brazoria County Drainage District to prepare a final report.

3.3 FEMA: Prepare a LOMR (if required).

ROADWAY DESIGN: FUNCTION CODE 162

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT)

162.1. Signing. The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the County for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The Engineer shall:

1. Prepare sign detail sheets and shall provide a summary of small signs to be removed, relocated, or replaced.

2. Illustrate and number the proposed signs on plan sheets.

162.2. Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the county for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

The Engineer shall provide the following information on sign and pavement marking layouts:

- Roadway layout.
- Center line with station numbering.
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, to be relocated orreplaced.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators, and object markers.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

MISCELLANEOUS (ROADWAY): FUNCTION CODE 163

The Engineer shall provide the following services:

163.1. Traffic Control Plan, Detours, Sequence of Construction. The Engineer shall develop a sequence of construction and method of handling traffic during each phase. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag person, etc.) to be used to handle traffic including intersections during each construction sequence. The Engineer shall develop typical sections, calculate quantities, and show horizontal and vertical alignment information for required detours, crossovers and temporary shoring. The Engineer shall design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. Show horizontal and vertical location of culverts and required cross sectional area of culverts to handle the desired storm frequency.

Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the County if existing access must be eliminated and must receive approval from the County prior to elimination of existing access.

Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the County in writing of the need and justification for such action.

163.2. Utility Engineering Investigation. The Engineer shall contact Texas One Call at each site requiring Design Survey. Horizontal locations of delineated utilities will be included in the design survey.

163.3. Storm Water Pollution Prevention Plans (SW3P). The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

163.4. Compute and Tabulate Quantities. The Engineer shall provide the summaries and quantities at 90% and final submittals.

163.5. Miscellaneous Details. The Engineer shall provide necessary details required to supplement standard details and other miscellaneous sheets to complete the PS&E package.

163.6. Estimate. The Engineer shall independently develop and report quantities necessary to construct contract in standard County bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction estimate at the 90% and Final PS&E submittals.

163.7. Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents.

CONTRACT MANAGEMENT AND ADMINISTRATION: FUNCTION CODE 164:

The ENGINEER shall:

a. Perform all work in accordance with the County's latest practices, criteria, specifications, policies, procedures and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the County.

b. Notify the County of its schedule, in advance, for all field activities.

c. When specified, seek right of entry from public or private land owners to perform field services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking right of entry shall not be distributed without prior approval of the County. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.

d. Prepare monthly written progress reports for each project.

e. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be electronic format.

BRIDGE DESIGN: FUNCTION CODE 170

170.1. Evaluate Up to 2 Alternatives. The Engineer shall evaluate up to two alternatives that are practicable and reasonable to identify the most feasible structure. For each alternative, the Engineer shall prepare a preliminary design, cost estimate, and exhibit to determine the preferred alternative.

170.2. Bridge Layout. The Engineer shall prepare the bridge layout plan sheet. The Engineer shall determine the location of each soil boring needed for foundation design as per the 2024 TxDOT *Geotechnical Manual*.

The Engineer shall submit each bridge layout early in the plan preparation process to obtain approval from the County. Each bridge layout sheet shall include typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types, if applicable. The Engineer shall locate and plot all soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of existing bridge for removal and reconstruction.

Description	Approx Length	Approx Width	Comments
CR 676 at Varner Creek Tributary	110 ft	24 ft	Phased Construction

170.3. Bridge Detail Summary. The Engineer shall prepare bridge or culvert quantities, estimates and specifications in accordance to the above-listed manuals.

170.4. Bridge Structural Details. The Engineer shall prepare each structural design and develop detailed structural drawings of all required details.

GEOTECHNICAL SERVICES – See Attachment 1.

SURVEY SERVICES – See Attachment 2.

ENVIRONMENTAL SERVICES – See Attachment 3.

CONSTRUCTION ENGINEERING: FUNCTION CODE 351

The Engineer shall provide Construction Phase Services at the written request of the County's Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

a. Attend preconstruction meeting
b. Attend field meetings and make visits to site
c. Calculate quantities and assist the County in preparing change orders
d. Review and approval of shop drawings
e. Review and approval of forming details
f. Responding to requests for information (RFIs)
g. Answering general questions
h. Providing clarification
i. Other project related tasks in support of the County during construction

Deliverables

Plans

The Engineer shall provide the following information at each submittal:

1. Alternatives analysis (15%)
   - 1.1. Roadway Typicals for each alternative
   - 1.2. Bridge Typicals for each alternative
   - 1.3. Bridge layouts for each alternative
     - Bridge type alternative analysis memo – pros and cons of each option
     - Cost estimate for each alternative
     - Cross sections
2. District Review Submittal (50%):
   - 2.1. 1 PDF set by FTP
   - 2.2. General Notes
   - 2.3. Plans Estimate
   - 2.4. Engineer's internal QA/QC marked-up set
   - 2.5. Other supporting documents
3. District Review Submittal (95%):
   - 3.1. 1 PDF set by FTP
   - 3.2. List of governing Specifications and Special Provisions in addition to those required.
   - 3.3. General notes.
   - 3.4. Plans estimate.
   - 3.5. Engineer's internal QA/QC marked-up set.
   - 3.6. Submit Drainage Final Report for Review
   - 3.7. Other supporting documents
4. Final submittal (100%).
   - 4.1. 1 PDF set by FTP

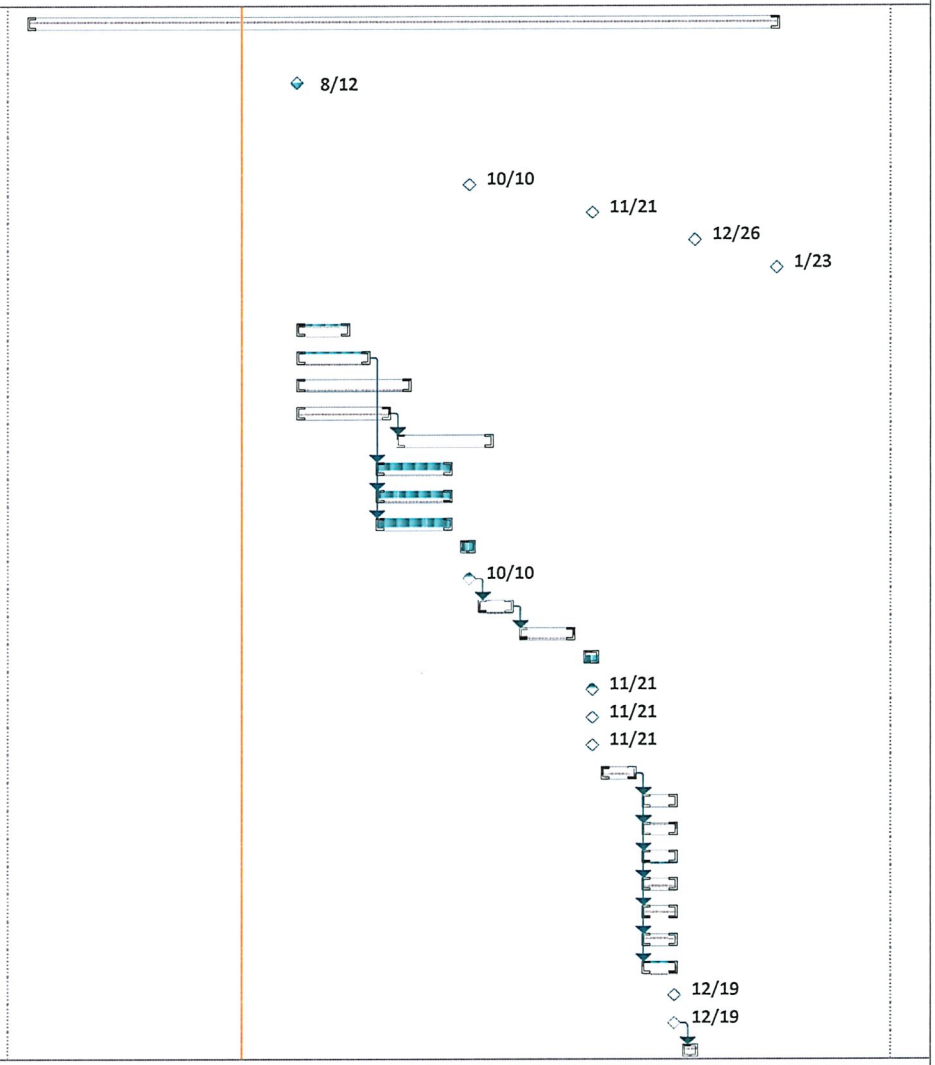
4.2. 1 PDF set on CD

Electronic Copies

The Engineer shall furnish the County with a CD/DVD of the final plans in the current CADD system used by the COUNTY and .pdf format.

Exhibit B

ID	Task Mode	Task Name	Duration	Start	Finish
1		**CR 676 @ Varner Creek "Tributary"**	185 days	Mon 5/12/25	Fri 1/23/26
2		Contract Execution	0 days	Tue 8/12/25	Tue 8/12/25
3		**Design Engineering (Bridge/Roadway/Drainage)**			
4		15% Bridge Type Alternative Plans Submittal	0 days	Fri 10/10/25	Fri 10/10/25
5		50% Plans Submittal	0 days	Fri 11/21/25	Fri 11/21/25
6		95% Plans Submittal	0 days	Fri 12/26/25	Fri 12/26/25
7		Final (Signed & Sealed) Plans Submittal	0 days	Fri 1/23/26	Fri 1/23/26
8		**Design Schedule**			
9		Utility Investigation	14 days	Tue 8/12/25	Fri 8/29/25
10		Surveying	19 days	Tue 8/12/25	Fri 9/5/25
11		Environmental	29 days	Tue 8/12/25	Fri 9/19/25
12		Geotechnical Investigation	24 days	Tue 8/12/25	Fri 9/12/25
13		Geotechnical Lab Work	25 days	Mon 9/15/25	Fri 10/17/25
14		Roadway Deign	20 days	Mon 9/8/25	Fri 10/3/25
15		Drainage Design	20 days	Mon 9/8/25	Fri 10/3/25
16		Bridge Type Analysis	20 days	Mon 9/8/25	Fri 10/3/25
17		Internal QAQC 15% Plans	5 days	Mon 10/6/25	Fri 10/10/25
18		***Submit 15% Bridge Type Alternative Plans***	***0 days***	***Fri 10/10/25***	***Fri 10/10/25***
19		County Review	10 days	Mon 10/13/25	Fri 10/24/25
20		Address County 15% Comments	15 days	Mon 10/27/25	Fri 11/14/25
21		Internal QAQC 50% Plans	5 days	Mon 11/17/25	Fri 11/21/25
22		***Submit 50% Plans***	**0 days**	**Fri 11/21/25**	**Fri 11/21/25**
23		Submit Preliminary Drainage Report	0 days	Fri 11/21/25	Fri 11/21/25
24		Submit Preliminary Geotechnical Report	0 days	Fri 11/21/25	Fri 11/21/25
25		County Review	10 days	Mon 11/24/25	Fri 12/5/25
26		Address County 50% Comments	10 days	Mon 12/8/25	Fri 12/19/25
27		Roadway Design	10 days	Mon 12/8/25	Fri 12/19/25
28		TCP Design	10 days	Mon 12/8/25	Fri 12/19/25
29		Bridge Design	10 days	Mon 12/8/25	Fri 12/19/25
30		TCP Design	10 days	Mon 12/8/25	Fri 12/19/25
31		SW3P Design	10 days	Mon 12/8/25	Fri 12/19/25
32		Signing & Pavement Marking Design	10 days	Mon 12/8/25	Fri 12/19/25
33		Submit Final Drainage Report	0 days	Fri 12/19/25	Fri 12/19/25
34		Submit Final Geotechnical Report	0 days	Fri 12/19/25	Fri 12/19/25
35		Internal QAQC 95% Plans	5 days	Mon 12/22/25	Fri 12/26/25

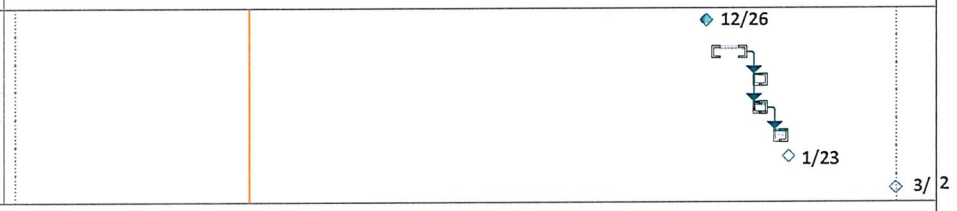


Project: CR 676 Design Schedule
Date: Thu 7/24/25

Task	External Tasks	Manual Task	Finish-only		
Split	External Milestone	Duration-only	Deadline		
Milestone	Inactive Task	Manual Summary Rollup	Progress		
Summary	Inactive Milestone	Manual Summary			
Project Summary	Inactive Summary	Start-only			

Exhibit B

ID	Task Mode	Task Name	Duration	Start	Finish
36		***Submit 95% Plans***	***0 days***	***Fri 12/26/25***	***Fri 12/26/25***
37		County Review	10 days	Mon 12/29/25	Fri 1/9/26
38		Address County 95% Comments	5 days	Mon 1/12/26	Fri 1/16/26
39		Cost Estimates, Quantities, Specs	5 days	Mon 1/12/26	Fri 1/16/26
40		Internal QAQC 100% Plans	5 days	Mon 1/19/26	Fri 1/23/26
41		***Submit 100% Final Plans***	***0 days***	***Fri 1/23/26***	***Fri 1/23/26***
42		Letting	0 days	Mon 3/2/26	Mon 3/2/26



Project: CR 676 Design Schedule
Date: Thu 7/24/25

Task	External Tasks	Manual Task	Finish-only		
Split	External Milestone	Duration-only	Deadline		
Milestone	Inactive Task	Manual Summary Rollup	Progress		
Summary	Inactive Milestone	Manual Summary			
Project Summary	Inactive Summary	Start-only			

EXHIBIT C - FEE SCHEDULE

PRIME PROVIDER NAME: IEA, INC.
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

SUMMARY OF FEE SCHEDULE					
	IEA, INC.	WEISSER ENGINEERING & SURVEYING	HOLLAWAY ENVIRONMENTAL	AVILES ENGINEERING CORP.	TOTAL
BASIC SERVICES (LUMP SUM)	$258,649.00	$20,860.00	$15,877.00	$33,939.00	$329,325.00
CONSTRUCTION PHASE SERVICES (T&M)	$11,884.50				$11,884.50
TOTAL	**$270,533.50**	**$20,860.00**	**$15,877.00**	**$33,939.00**	**$341,209.50**
OPTIONAL SERVICES (LUMP SUM)			$13,390.00		$13,390.00
TOTAL W/ OPTIONS	**$270,533.50**	**$20,860.00**	**$29,267.00**	**$33,939.00**	**$354,599.50**

EXHIBIT C - FEE SCHEDULE (IEA, INC.)

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
DRAINAGE (FC 161)							
COLLECT SURVEY, AND FLOODPLAIN DATA		4	8	16			28
REVIEW AS-BUILTS, PLAN SETS AND PREVIOUS DRAINAGE REPORTS		4	4	4			12
REVIEW OF PROPOSED ROADWAY PLAN AND PROFILE	2	4	8	12			26
DELINEATION OF EXISTING DRAINAGE AREA		4	8	30	8		50
DEVELOP HYDROLOGIC MODEL FOR EXISTING CONDITION (1)		4	8	25			37
DEVELOP HYDRAULIC MODEL FOR EXISTING CONDITION (1)		4	8	40			52
DELINEATION OF PROPOSED DRAINAGE AREA		4	8	20	8		40
DEVELOP HYDROLOGIC MODEL FOR THE PROPOSED CONDITION (1)		4	8	30			42
DEVELOP HYDRAULIC MODELS FOR THE PROPOSED CONDITION (2)		4	8	45			57
COMPARE WATER SURFACE ELEVATIONS AND DESIGN IMPACT MITIGATION		4	8	18			30
FLOODPLAIN CUT AND FILL ANALYSIS		4	8	18			30
PREPARE DRAFT REPORT	2	4	24	40			70
PREPARE FINAL REPORT	2	4	24	40			70
HOURS SUB-TOTALS	6	52	132	338	16	0	544
CONTRACT RATE PER HOUR	$215.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$1,290.00	$10,920.00	$19,800.00	$41,574.00	$1,824.00	$0.00	$75,408.00
% DISTRIBUTION OF STAFFING	1.10%	9.56%	24.26%	62.13%	2.94%	0.00%	
SUBTOTAL (FC 161)							$75,408.00

EXHIBIT C - FEE SCHEDULE (IEA, INC.)

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN (FC 162)							
SIGNING			1	2	3		6
PREPARE SIGN DETAILS SHEETS		1	1	1	4		7
PROVIDE SUMMARY OF SMALL SIGNS TO BE REMOVED OR REPLACED			1	1	4		6
ILLUSTRATE AND NUMBER THE PROPOSED SIGNS ON PLAN SHEETS			1	1	4		6
PAVEMENT MARKINGS			1	1	4		6
DETAIL PAVEMENT MARKINGS & CHANNELIZATION DEVICES ON SHEETS			1	1	4		6
SELECT PAVEMENT MARKINGS FROM STATE STANDARDS			1	1	4		6
DEVELOP SIGN AND PAVEMENT MARKING LAYOUTS		1	1	1	4		7
HOURS SUB-TOTALS	0	2	8	9	31	0	50
CONTRACT RATE PER HOUR	$215.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$0.00	$420.00	$1,200.00	$1,107.00	$3,534.00	$0.00	$6,261.00
% DISTRIBUTION OF STAFFING	0.00%	4.00%	16.00%	18.00%	62.00%	0.00%	
SUBTOTAL (FC 162)							$6,261.00

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
MISCELLANEOUS (ROADWAY) (FC 163							
ADVANCE WARNING, DETOUR PLAN, SEQUENCE	2	2	16	40	40		100
UTILITY ENGINEERING INVESTIGATION			4	6	4		14
SW3P SHEET	2		8	8	4		22
COMPUTE & TABULATE QUANTITIES	4		8	24			36
MISCELLANEOUS DETAILS	2		4	12	8		26
EROSION CONTROL SHEET	2		2	8	8		20
EROSION CONTROL SUMMARY SHEET	2		2	8	2		14
MISCELLANEOUS EROSION DETAILS	2		8	8	8		26
ESTIMATE	2	1	4	6			13
SPECIFICATIONS AND GENERAL NOTES	2	1	8	8			19
HOURS SUB-TOTALS	20	4	64	128	74	0	290
CONTRACT RATE PER HOUR	$215.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$4,300.00	$840.00	$9,600.00	$15,744.00	$8,436.00	$0.00	$38,920.00
% DISTRIBUTION OF STAFFING	6.90%	1.38%	22.07%	44.14%	25.52%	0.00%	
SUBTOTAL (FC 163)							$38,920.00

TASK DESCRIPTION	PROJECT	SENIOR	PROJECT	EIT	CADD	ADMIN/	TOTAL

EXHIBIT C - FEE SCHEDULE (IEA, INC.)

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

	MANAGER	ENGINEER	ENGINEER		OPERATOR	CLERICAL	LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)							
COORDINATE WITH SUBCONSULTANTS	8		20				28
REVIEW GEOTECHNICAL, ENVIRONMENTAL, AND SURVEY DATA			20				20
PROGRESS MEETINGS AND REPORTING		8					8
CONTRACT MANAGEMENT (INVOICES, PROGRESS REPORTS)		8				40	48
HOURS SUB-TOTALS	8	16	40	0	0	40	104
CONTRACT RATE PER HOUR	$215.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$1,720.00	$3,360.00	$6,000.00	$0.00	$0.00	$3,720.00	$14,800.00
% DISTRIBUTION OF STAFFING	7.69%	15.38%	38.46%	0.00%	0.00%	38.46%	
SUBTOTAL (FC 164)							$14,800.00

EXHIBIT C - FEE SCHEDULE (IEA, INC.)

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
BRIDGE DESIGN (FC 170)							
EVALUATE UP TO 2 ALTERNATIVES							
(1) PREPARE PRELIMINARY DESIGN	1	12	24	32			69
(2) PREPARE COST ESTIMATE	1	4	12	12			29
(3) PREPARE EXHIBITS	1	8	8	30	40		87
BRIDGE LAYOUT	2	4	10	30	30		76
BRIDGE TYPICAL SECTION	1	8	10	16	16		51
BORING LOGS		2	2	8	8		20
FOUNDATION DESIGN	2	8	8	24	8		50
MISCELLANEOUS BRIDGE DETAILS		8	16	30	30		84
SUMMARY OF BRIDGE QUANTITIES & ELEVATIONS		2	8	24	8		42
BRIDGE STANDARDS		2	2	8	8		20
HOURS SUB-TOTALS	8	58	100	214	148	0	528
CONTRACT RATE PER HOUR	$215.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$1,720.00	$12,180.00	$15,000.00	$26,322.00	$16,872.00	$0.00	$72,094.00
% DISTRIBUTION OF STAFFING	1.52%	10.98%	18.94%	40.53%	28.03%	0.00%	
SUBTOTAL (FC 170)							**$72,094.00**

DIRECT EXPENSES (BASIC SERVICES)	QUANTITY	UNIT	RATE				TOTAL
MILEAGE	50	MI	$ 0.700				$35.00
PHOTOCOPIES B/W (8 1/2" x 11")	20	EA	$ 0.15				$3.00
PHOTOCOPIES B/W (11" X 17")	100	EA	$ 0.30				$30.00
PHOTOCOPIES COLOR (8 1/2" X 11")	20	EA	$ 1.00				$20.00
PHOTOCOPIES COLOR (11" X 17")	20	EA	$ 1.50				$30.00
SUBTOTAL DIRECT EXPENSES (BASIC SERVICES)							**$118.00**

EXHIBIT C - FEE SCHEDULE (IEA, INC.)

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONSTRUCTION ENGINEERING (FC 351)							
ATTEND PRE-BID / PRE-CONSTRUCTION MEETING	4						4
ATTEND FIELD MEETINGS/ CONDUCT SITE VISITS							0
CALCULATE QUANTITIES AND ASSIST IN PREPARING CHANGE ORDERS	1						1
REVIEW AND APPROVE SHOP DRAWINGS	2		5	35			42
RESPOND TO REQUEST-FOR-INFORMATION (RFI)	1		5	35			41
HOURS SUB-TOTALS	8	0	10	70			88
CONTRACT RATE PER HOUR	$215.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$1,720.00	$0.00	$1,500.00	$8,610.00	$0.00	$0.00	$11,830.00
% DISTRIBUTION OF STAFFING	9.09%	0.00%	11.36%	79.55%	0.00%	0.00%	
SUBTOTAL (FC 351)							**$11,830.00**

DIRECT EXPENSES (FC 351)	QUANTITY	UNIT	RATE				TOTAL
MILEAGE	100	MI	$ 0.545				$54.50
PHOTOCOPIES B/W (8 1/2" x 11")	0	EA	$ 0.15				$0.00
PHOTOCOPIES B/W (11" X 17")	0	EA	$ 0.30				$0.00
SUBTOTAL DIRECT EXPENSES (FC 351)							**$54.50**

SUMMARY BY FUNCTION CODE (BASIC SERVICES)	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (FC110)	3	3	6	6	4	0	$3,369.00
ROADWAY DESIGN CONTROLS (FC160)	9	16	81	142	112	0	$47,679.00
DRAINAGE (FC 161)	6	52	132	338	16	0	$75,408.00
SIGNING, PAVEMENT MARKINGS, SIGNALIZATION (FC 162)	0	2	8	9	31	0	$6,261.00
MISCELLANEOUS (ROADWAY) (FC 163)	20	4	64	128	74	0	$38,920.00
PROJECT MANAGEMENT (FC 164)	8	16	40	0	0	40	$14,800.00
BRIDGE DESIGN (FC 170)	8	58	100	214	148	0	$72,094.00
SUBTOTAL LABOR EXPENSES	54	151	431	837	385	40	**$258,531.00**
SUBTOTAL DIRECT EXPENSES							**$118.00**
						TOTAL	**$258,649.00**

EXHIBIT C - FEE SCHEDULE (IEA, INC.)

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: CR 676 AT VARNER CREEK BRIDGE
LIMITS: CR 676 AT VARNER CREEK TRIBUTARY

SUMMARY BY FUNCTION CODE (ADDITIONAL SERVICES)							TOTAL COSTS BY FC
CONSTRUCTION ENGINEERING (FC 351)	8	0	10	70	0	0	$11,830.00
SUBTOTAL LABOR EXPENSES							$11,830.00
SUBTOTAL DIRECT EXPENSES							$54.50
						TOTAL	$11,884.50

AVILES
ENGINEERING CORP.

June 12, 2025

Mr. Joseph Lopez, P.E.
IEA, Inc.
13501 Katy Freeway, Suite 3425
Houston, Texas 77079

Re: Revised Geotechnical Investigation Proposal
CR 676 Bridge Replacement at Varner Creek Tributary
Brazoria County, Texas
AEC Proposal No. G2025-05-01R3

Dear Mr. Lopez,

Aviles Engineering Corporation (AEC) is pleased to present this revised geotechnical investigation proposal for the proposed CR 676 Bridge Replacement at Varner Creek Tributary project in Brazoria County, Texas. Based on the information provided by IEA, Inc. (IEA), AEC understands that the proposed improvements include replacing two existing Corrugated Metal Pipes (CMPs) at Varner Creek Tributary with a new bridge along the CR 676 alignment. The proposed bridge will be approximately 120 feet long with a single span and will either be an arch bridge or a conventional bridge. According to the information provided by IEA, the creek at the crossing is approximately 15 to 20 feet deep.

AEC proposes to drill two soil borings (B-1 and B-2) each to a depth of 100 feet below existing grade for the proposed CR 676 bridge at Varner Creek Tributary. One boring will be performed for each abutment as shown on the attached boring location plan. Total drilling footage is 200 feet. We will perform a site reconnaissance prior to drilling and mark the boring locations. We will contact the Texas 811 System to confirm utility locations; however, Texas 811 does not locate water, sanitary, or storm sewer lines. AEC requests that drawings showing existing utilities be provided before mobilization of the drilling rig.

According to the information provided by IEA, the existing pavement along CR 676 consists of crushed gravel. Based on Google Earth, AEC anticipates that Borings B-1 and B-2 will be located on the existing roadway and can be accessed by a truck-mounted drilling rig. According to the information provided by IEA, traffic control at the site will not be required. Soil samples will be obtained continuously at intervals of 2 feet in the top 20 feet of the borings, then at 5 feet intervals thereafter to the boring termination depth of 100 feet below grade. As directed by IEA, AEC will perform the geotechnical investigation in accordance with the requirements of the 2024 Texas Department of Transportation (TxDOT) Geotechnical Manual. As required by the 2024 TxDOT Geotechnical Manual, the sample collected at every 5-foot interval will be taken with a split spoon sampler with a Standard Penetration Test (SPT). Undisturbed samples will be obtained from cohesive soils by pushing a Shelby tube sampler (ASTM D-1587). SPT samples will be obtained of granular soils (ASTM D-1586), and every 5-foot interval (see above). Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. We will note any visual evidence or odor indicating hazardous materials if encountered in the samples. Water level readings will be noted during drilling and obtained upon completion of drilling. Upon completion of drilling, the boreholes will be backfilled with bentonite chips.

Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing a No. 200 sieve, sieve and hydrometer analysis, unconfined compression (UC), and unconsolidated-undrained (UU) triaxial tests depending on the soil types encountered. One consolidated-undrained (CU) triaxial test and two crumb dispersion tests will be performed depending on the soil types encountered.

We will analyze the field and laboratory data to develop geotechnical engineering recommendations for: (i) boring logs showing existing pavement and base thicknesses, subsurface soils and groundwater levels encountered in the borings; (ii) determine d_{50} of soils at the creek crossing to be used for scour analyses (performed by others); (iii) recommendations for feasible bridge foundations, including LRFD axial capacity and LPile soil parameters; (iv) slope stability analyses at the creek crossing (limited to one cross section analyzed), including retaining walls, if necessary; (v) evaluation if the onsite soils at the creek crossing are dispersive; (vi) criteria for riprap if it is to be used for erosion protection; (vii) gravel and/or asphalt roadway pavement thickness design, including subgrade preparation; and (viii) construction recommendations and groundwater control guidelines for the proposed improvements.

The lump sum fee for the services described in this proposal is **$33,939.00** as presented on the Itemized Fee Estimates in the Attachments. The fees are based on the following assumptions: (1) the field personnel will use Level D protection during the field exploration; (2) no standby time (weather-related or incurred due to reasons beyond our control) is included; and (3) buggy-rig mobilization, surveying, fault study, environmental testing and evaluation, restoration of the site to its original condition, and construction document review are not included.

After receiving notice to proceed, AEC will perform a site reconnaissance within 1 week and contact Texas 811 to clear utilities at the boring locations. Weather permitting, and assuming no field delays, we plan to start the field exploration about 1 to 2 weeks after all utilities are cleared. The field exploration will take approximately three days to complete. Laboratory soil testing will require six to seven weeks to complete (due to CU triaxial tests) after completion of the drilling, and the draft geotechnical report will take two to three weeks after laboratory testing is completed. We will submit the final geotechnical report two weeks after we receive review comments on the draft report. The time frame provided is an estimate based on AEC's current schedule at the time this proposal was written and will remain valid for 60 days from the date of the proposal. If project authorization is received after 60 days, then the schedule estimated herein may be subject to change.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. Please issue AEC a Master Subcontract Agreement (referencing this proposal) to authorize AEC to proceed with the services.

We appreciate the opportunity to present this proposal and look forward to working with you.

AVILES ENGINEERING CORP.

Respectfully Submitted,
AVILES ENGINEERING CORPORATION
(TBPELS FIRM REGISTRATION NO. 42)

Wilber L Wang, P.E.
Senior Engineer

Hanie Joodat, Ph.D., P.E.
Project Engineer

Attachments: Itemized Fee Estimate, Proposed Boring Location Plan

Geotechnical Investigation
CR 676 Bridge Replacement at Varner Creek Tributary
Brazoria County, Texas
AEC Proposal No. G2025-05-01R3
6/12/2025

AVLES ENGINEERING CORP.

ITEMIZED FEE ESTIMATE

2 Borings @ 100'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization (Truck-Mounted Rig and Water Support Truck)	1	LS	@	$746.00	$746.00
Drilling Crew Daily Travel (every day after first, from hotel)	2	day	@	$125.00	$250.00
Drilling Crew Per Diem and Overnight Stay (Lodging/Meals)	2	day	@	$450.00	$900.00
Fieldwork Coordination (Project Geologist)	6	hrs.	@	$176.00	$1,056.00
Obtain Lane Closure Permits (Project Geologist)	0	hrs.	@	$176.00	$0.00
Utility Clearance (Project Geologist)	2	hrs.	@	$176.00	$352.00
Boring Layout & Site Reconnaissance (Project Geologist)	8	hrs.	@	$176.00	$1,408.00
Boring Logging and Field Supervising (Senior Technician)	32	hrs.	@	$96.00	$3,072.00
Soil Boring, Continuous 3-in. (0'-20')	40	ft.	@	$24.00	$960.00
Soil Boring, Intermittent 3-in. (20'-50')	60	ft.	@	$20.00	$1,200.00
Soil Boring, Intermittent 3-in. (50'-75')	50	ft.	@	$22.00	$1,100.00
Soil Boring, Intermittent 3-in. (75'-100')	50	ft.	@	$24.00	$1,200.00
Soil Boring over 100' (Surcharge)	0	ft.	@	$12.00	$0.00
Grouting of Completed Boring (Bentonite Chips)	200	ft.	@	$10.00	$2,000.00
Metal Cover for Piezometers	0	ea.	@	$100.00	$0.00
Piezometer Installation	0	ft.	@	$26.00	$0.00
Groundwater Monitoring (Senior Technician)	0	hrs.	@	$96.00	$0.00
Piezometer Abandonment	0	ft.	@	$21.00	$0.00
Standby (Crew of Two)	0	hrs.	@	$320.00	$0.00
Vehicle Charge	40	hrs.	@	$13.00	$520.00
	SUBTOTAL				**$14,764.00**
B. TRAFFIC CONTROL					
Coordination of Traffic Control (Project Geologist)	0	hrs.	@	$176.00	$0.00
Traffic Control (LEO)	0	day	@	$525.00	$0.00
	SUBTOTAL				**$0.00**
C. GEOTECHNICAL LABORATORY TESTING					
Liquid and Plastic Limits (ASTM D-4318)	13	ea.	@	$76.00	$988.00
Moisture Content of Soils by Mass (ASTM D-2216)	52	ea.	@	$12.00	$624.00
Sieve Analysis (ASTM D-422)	3	ea.	@	$69.00	$207.00
Sieve Analysis w/ Hydrometer (ASTM D-422 & D-7928)	2	ea.	@	$164.00	$328.00
Percent Passing #200 Sieve (ASTM D-1140)	8	ea.	@	$59.00	$472.00
Unconfined Compressive Strength (ASTM D-2166)	7	ea.	@	$54.00	$378.00
Unconsolidated-Undrained Triaxial Compression (ASTM D-2850)	6	ea.	@	$77.00	$462.00
Dispersive Characteristic by Crumb Test (ASTM D-6572)	2	ea.	@	$46.00	$92.00
Double Hydrometer (ASTM D-4221)	0	ea.	@	$266.00	$0.00
Consolidated-Undrained Triaxial & Spec. Gravity) (ASTM D-4767 & D-854)	1	ea.	@	$1,850.00	$1,850.00
	SUBTOTAL				**$5,401.00**
D. SLOPE STABILITY ANALYSIS					
Senior Engineer, P.E.	3	hrs.	@	$218.00	$654.00
Project Engineer, P.E.	24	hrs.	@	$176.00	$4,224.00
	SUBTOTAL				**$4,878.00**
E. ENGINEERING ANALYSIS & REPORT PREPARATION					
Principal Engineer, P.E.	0	hrs.	@	$266.00	$0.00
Senior Engineer, P.E.	4	hrs.	@	$218.00	$872.00
Project Engineer, P.E.	24	hrs.	@	$176.00	$4,224.00
Graduate Engineer, EIT	28	hrs.	@	$122.00	$3,416.00
Engineering Assistant - CADD	4	hrs.	@	$96.00	$384.00
Report Reproduction (electronic copies only)	0	copies	@	$50.00	$0.00
	SUBTOTAL				**$8,896.00**
	TOTAL ESTIMATED FEE				**$33,939.00**



LEGEND:

B-# (X') — *PROPOSED BORING AND (DEPTH IN FEET)*

Note:
1) Boring locations may be adjusted in the field as necessary for drill rig access or to avoid utility conflicts.

AVILES ENGINEERING CORPORATION

PROPOSED BORING LOCATION PLAN
CR 676 BRIDGE REPLACEMENT
AT VARNER CREEK TRIBUTARY
BRAZORIA COUNTY, TEXAS

AEC PROPOSAL NO.	DATE	SOURCE DRAWING PROVIDED BY
G2025-05-01R2	6-10-2025	GOOGLE EARTH
APPROX. SCALE	DRAFTED BY	PLATE NO.
1" = 100'	HJ	PLATE 1

WEISSER Engineering & Surveying

TBPELS Reg. No. F-68
TBPELS Reg. No. 10194324

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: June 9, 2025

Joseph Lopez, Senior Bridge Engineer
IEA Inc.
13501 Katy Freeway, Suite 3425
Houston, TX 77079
832-494-3800
jlopez@ieaworld.com

Proposal for Professional Services in Connection With: County Road 676 at Varner Creek Tributary (as shown on the attached aerial images), Brazoria County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to IEA Inc. (the "Client").

I. BASE SCOPE OF SERVICES

Surveying and Mapping

The survey limits an approximate 600-foot by 600-foot envelope and shown more specific on the attached Aerial Images.

1. **Survey Control**
   a. Horizontal and Vertical Survey Control for the site shall be referenced to the nearest NGS Survey Control Monument, or the CORS Network if Monuments are not available.
   b. Survey Control Points will be established intervisible intervals and tied to the Calculated Alignment for the site.
   c. Deliverable will be Signed and Sealed Survey Control Maps per County standards with Detail Sketches in PDF format and CAD Files.

COST: $3,475.00

2-Person Survey Crew	8 hrs @ $155/hr	$1,240.00
Survey Technician	8 hrs @ $125/hr	$1,000.00
CADD Technician	8 hrs @ $100/hr	$ 800.00
Clerical	2 hrs @ $75/hr	$ 150.00
Field Coordinator	1 hrs @ $110/hr	$ 110.00
RPLS	1 hrs @ $175/hr	$ 175.00

2. **Existing Right of Way Mapping (Cat. 1B, Cond. 3)**
   a. Perform abstract survey; obtain deeds of record, and plats for the right-of-way, streets intersecting and tracts of land adjoining the project limits.
   b. Establish the existing right-of-way and boundary lines of the project and adjoining the project limits.

c. Deliverable will be Signed and Sealed existing Right-of-Way Map Sheets in PDF format per County standards and CAD Files.

COST: $7,455.00

2-Person Survey Crew	20 hrs @ $155/hr	$3,100.00
Survey Technician	20 hrs @ $125/hr	$2,500.00
CADD Technician	12 hrs @ $100/hr	$1,200.00
Clerical	2 hrs @ $75/hr	$ 150.00
Field Coordinator	3 hrs @ $110/hr	$ 330.00
RPLS	1 hrs @ $175/hr	$ 175.00

3. Topographic Surveying (Cat. 6, Cond. 1)

The Surveyor will provide the following within the surveying limits described above:

a. For the roadway and tributary, obtain cross-sections at 50-foot intervals with grade breaks. Cross-sections shall cover a minimum of a 100-foot wide swath in areas with no existing roadway. Topographic Survey will include the following: Identify locations and elevations of physical features to include edges or curbs and gutters of pavement, parking lanes, center of the median, fences, walls, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, elevations at ditch banks, toe, flow line, and side slope, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and marked by "One Call" within the project limits. The rim (top) and flow line elevations will be obtained on inlets, manholes (sanitary and storm), and drainage structures, including culverts, SETs, etc. The rise, width, flowlines, etc. of the drainage elements will be obtained where accessible.

b. Prepare existing Signed and Sealed Topographic Survey Map of the Project to be delivered in PDF per County standards and CAD Files.

COST: $9,930.00

2-Person Survey Crew	30 hrs @ $155/hr	$4,650.00
Survey Technician	8 hrs @ $125/hr	$1,000.00
CADD Technician	24 hrs @ $100/hr	$2,400.00
Clerical	2 hrs @ $75/hr	$ 150.00
Field Coordinator	3 hrs @ $110/hr	$ 330.00
RPLS	8 hrs @ $175/hr	$5,120.00

TOTAL COST FOR BASE SERVICES: $20,860.00 (non-taxable)

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT
IEA Inc.

WEISSER ENGINEERING & SURVEYING

By:_____ By: Taylor R. Sass

Printed Name:_____ Printed Name: Taylor R. Sass

Title:_____ Title: President & CEO

Date of Acceptance:_____ Date of Acceptance: 06/09/2025

Please provide an email address for Accounts Payable contact for invoicing purposes:

_____

HOLLAWAY
ENVIRONMENTAL + COMMUNICATIONS

July 22, 2025

Joseph Lopez
Senior Bridge Engineer
IEA, Inc.
13501 Katy Freeway, Suite 3425
Houston, Texas 77079

RE: Environmental Services Proposal
County Road 676 at Varner Creek Tributary
Brazoria County
County Road 676 at Old Nash Road, Brazoria County, Texas
29.150291°, -95.610821°

Dear Mr. Lopez:

Thank you for allowing Hollaway Environmental + Communications Services, Inc. (Hollaway) to submit this proposal to IEA, Inc. (herein referred to as the Client) on behalf of Brazoria County for Environmental Services for the County Road 676 at Varner Creek Tributary (Project). The Project Area is approximately 0.11 acres and consists of a tributary of Varner Creek and sections of County Road 676 (Farrer Road) and Old Nash Road in Brazoria County, Texas (**Project Area Map**). This scope of work is based on email correspondence received on May 1, 2025, and a virtual meeting with the Client on May 2, 2025.



Figure 1.*The proposed Project Area outlined in red.*

This letter constitutes our proposed scope and cost for the Project and includes the following tasks:

Scope of Work

Basic Services

Task 1.0 Environmental Suite
- Task 1.1 Waters of the United States (WOTUS) Delineation and Jurisdictional Determination (JD)
- Task 1.2 Phase I Environmental Site Assessment (ESA)
- Task 1.3 Cultural Resources Desktop Analysis (subcontractor)

Optional Services, if required/requested

Task 2.0 Threatened and Endangered (T&E) Species Habitat Assessment

Task 3.0 Clean Water Act (CWA) Permitting with Pre-Construction Notification (PCN)

Task 1.0 Environmental Suite

Task 1.1. Waters of the United States (WOTUS) Delineation and Jurisdictional Determination (JD)

To determine if any potentially jurisdictional aquatic features exist on the Project Area, qualified Hollaway environmental scientists will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the United States Army Corps of Engineers (USACE) and the Environmental Protection Agency (EPA).

All aquatic features will be delineated in accordance with the procedures mandated in the USACE 1987 Wetland Delineation Manual and November 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain (Version 2.0). The Ordinary High Water Mark of all waterbodies will be delineated in accordance with standard procedures set forth by the USACE. The delineation will adhere to industry standards utilized on similar projects in similar areas by qualified wetland scientists. All boundaries shall be surveyed with sub-meter Global Positioning System technologies that are consistent with the methodologies generally accepted by the USACE.

Hollaway will draft a report discussing the aquatic resources found on the Project Area, including vegetation, hydrology, and soils, along with the results of the field investigation for potential WOTUS. Hollaway will submit a draft WOTUS Report and Jurisdictional Determination to the Client for review. Hollaway will address revisions and resubmit the final report in an electronic format.

After the report is finalized, Hollaway will coordinate with the Client to submit to the USACE and/or EPA for review and verification. Hollaway assumes that the verification will consist of a one-day field inspection. Hollaway will accompany a USACE representative in the field during the verification process. If additional field inspections are required, Hollaway will provide a change order for additional scope and fee.

Task 1.2. Phase I Environmental Site Assessment (ESA)

Hollaway will conduct a Phase I ESA on the Project Area in accordance with the specifications listed in the latest American Society for Testing and Materials Standard Practice E1527-21 including a historic records review of publicly available information and databases and a site reconnaissance.

Hollaway will prepare one Phase I ESA report that includes a discussion of the results of the historic records review, interviews, and site inspection with recommendations for further investigation, if needed, as well as recommendations for Phase II ESA Subcontractors. Hollaway will submit a draft Phase I ESA to the Client for review. Hollaway will address revisions and resubmit the final report in an electronic format.

It is assumed that chain-of-title and/or current property ownership research is not required for this Project and is not included in this Scope of Work.

Task 1.3. Cultural Resources Desktop Analysis (Subcontractor)
Hollaway will coordinate with a qualified archeological subcontractor to determine cultural and historical resources on the Project Area. See attached **Cultural Resources Proposal (Adams Environmental, Inc.)** for a detailed description of this task.

Task 2.0 Threatened and Endangered (T&E) Species Habitat Assessment
A Memorandum of Agreement between United States Fish and Wildlife Service (USFWS), EPA, and National Oceanic and Atmospheric Administration requires an assessment of potential affect to state and federally listed species protected under the Endangered Species Act, Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA). To comply with federal and state regulations and to support the USACE permitting process, Hollaway will conduct a protected species and habitat assessment.

Qualified Hollaway biologists will perform a pedestrian survey to verify the presence or absence of suitable habitat for state or federally listed T&E, MBTA, and/or BGEPA species on or adjacent to the Project Area. Habitat types and current land use will be documented and photographed. The T&E Species Habitat Assessment Report will identify the presence or absence of suitable habitat for listed species and provide recommendations for best management practices (BMPs), if needed.

Hollaway will submit a draft T&E Species Habitat Assessment Report to the Client for review. Hollaway will address revisions and resubmit the final report in an electronic format.

Task 3.0 Clean Water Act (CWA) Permitting
Impacts to WOTUS will require compliance with the CWA. Depending on the type of proposed activity (e.g. transportation, outfall, or bank stabilization, etc.) and the amount of impacts to WOTUS in acres or linear feet, one of several types of CWA permits may be considered. **Table 1** describes the limits for each type of CWA permit that may be needed for this Project, if pre-construction notification thresholds are exceeded. The USACE determines required permitting by acres of impact, cubic yards, or linear feet, as well as whether jurisdictional wetlands would be impacted.

Table 1: USACE Permitting Thresholds and Estimated Timeframes

USACE Permit	Impact Threshold	Estimated Time Frame*
• NWP 14 with Pre-Construction Notification (PCN)	• 1/2 acre in non-tidal waters • 1/3 acre in tidal waters	If a pre-construction notification is required, 45 days from USACE official receipt of federally complete applications

**This is an estimate of the permitting timeline and cannot be guaranteed. Time frames are dependent on USACE staffing and schedules.*

Prior to preparation of the permit documents, Hollaway will meet with the Client to discuss the Project, including goals, plans, objectives, and design. Hollaway will prepare and submit a "Needs List" to the Client indicating items needed to complete the permit documents. This list will also outline the permitting process for the Client.

COST

The following are Lump Sum costs for each task described above in the Scope of Work.

	Task	Cost	Optional Task Cost
Task 1.0	Environmental Suite		
Task 1.1	WOTUS Delineation and JD	$6,555.00	-
Task 1.2	Phase I ESA	$6,605.00	-
Task 1.3	Cultural Resources Desktop Analysis*	$2,717.00	-
Task 2.0	T&E Species Habitat Assessment	-	$5,635.00
Task 3.0	CWA Permitting (PCN)	-	$7,755.00
TOTAL		**$15,877.00**	**$13,390.00**

** Subcontractors will be used for this task (cost includes markup)*

DELIVERABLES

Specific deliverables are discussed under each task. Draft copies of all reports will be provided electronically to the Client for review. Upon incorporating and addressing Client comments, a final report will be submitted electronically to the Client.

ASSUMPTIONS

Hollaway makes the following assumptions regarding this proposal:

- Hollaway will receive an executed contract and right-of-entry to the Project Area prior to beginning fieldwork.
- Hollaway will be provided shapefiles and/or KMZ files of the Project Area that are georeferenced in a mutually agreeable electronic format prior to completing fieldwork.
- Should the Project designs be revised during or after fieldwork is complete, Hollaway will provide a change order for additional scope and fee.
- Hollaway assumes that **Tasks 1.1** through **1.3** will be approved concurrently, with one (1) field mobilization.

- It is assumed that this proposed Project will not require a registered survey of the delineated areas to be performed by a licensed surveyor.
- Hollaway will conduct field survey(s) during reasonable working hours, daylight hours, and only during safe weather conditions.
- Hollaway assumes that this Project is not federally funded and National Environmental Policy Act documentation/public involvement is not required.
- Hollaway assumes one (1) meeting will be required for USACE Field Verification. If additional meetings and agency coordination are required, Hollaway will provide a change order for additional scope and fee.

SCHEDULE

Hollaway will begin work upon receipt of the finalized survey boundaries and executed contract. Hollaway will coordinate with the Client to meet the Project schedule within reason. Agency review timelines are subject to agency workload and manpower; therefore, Hollaway cannot guarantee review timelines.

If you approve Hollaway to proceed with the services outlined in this proposal, please sign and return an executed copy of this entire document to Hollaway. Acceptance and signed approval of this proposal indicates acceptance of the enclosed **Hollaway General Terms and Conditions**.

Thank you for allowing Hollaway to submit a proposal in support of this very important Project. If you have any questions or concerns, please contact me at justin.tassin@hollawayenv.com or (713)868-1043.

Sincerely,

Approved and accepted by:

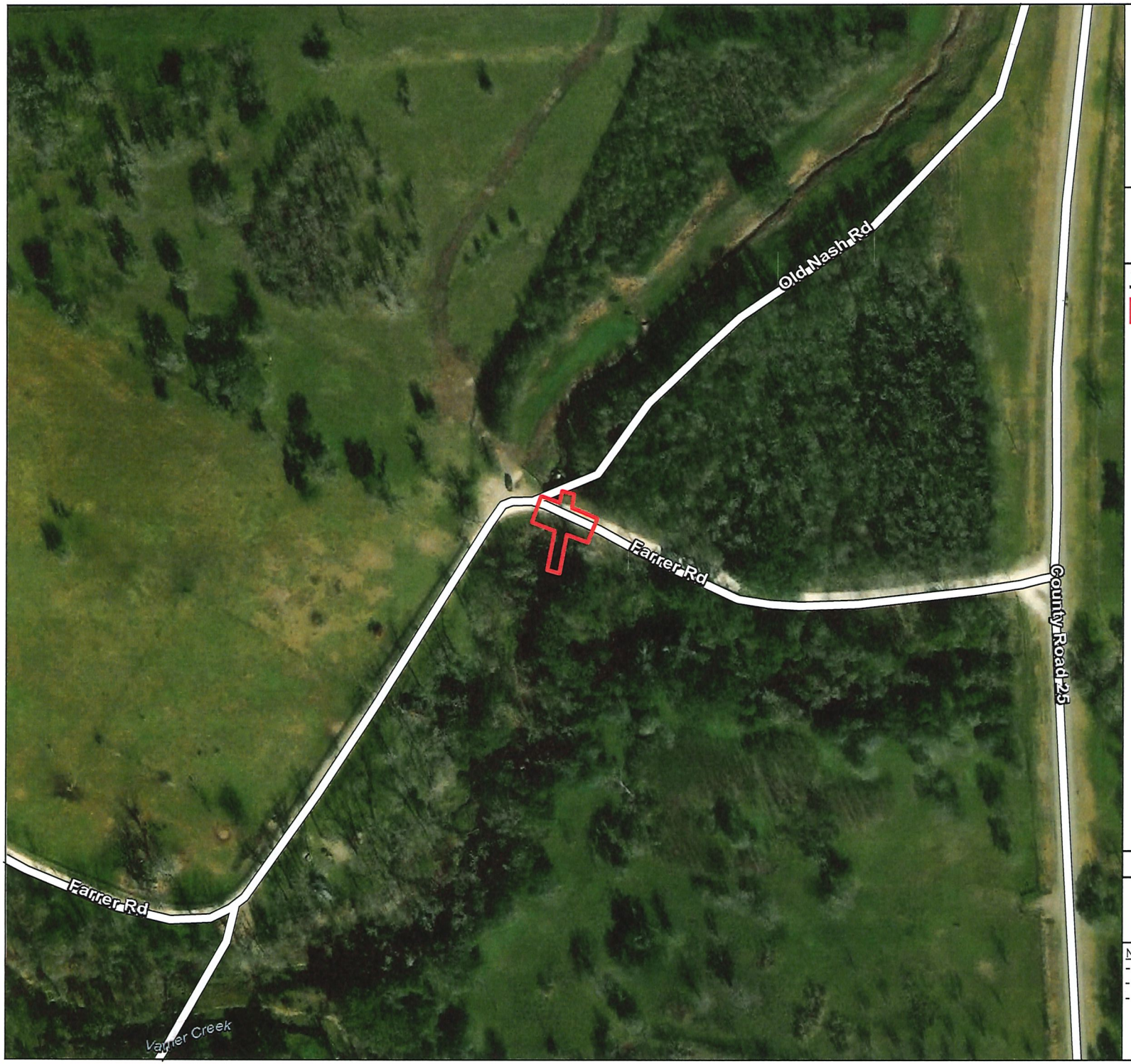
Justin Tassin
Environmental Scientist I

_____
Client Signature

_____
Printed Name

_____
Date

Enclosures:
Project Area Map
2025 Hollaway Standard Billing Rates
Hollaway General Terms and Conditions
Cost Workbook



HOLLAWAY
ENVIRONMENTAL + COMMUNICATIONS

County Road 676 at
Varner Creek Tributary

Brazoria County

LEGEND

Project Area (0.11 ac)

Project Area Map

0 130 260 Feet

NOTES
- Centroid Coordinates: 29.150264, -95.610814
- ESRI Base Map Aerial Date: 01/13/2022
- Date Created: 05/07/2025

Labor Category	2025 Rates	Task 1.1		Task 1.2		Task 1.3		Task 2.0		Task 3.0		TOTAL	
		WOTUS Delineation and JD		Phase I ESA		Cultural Resources Desktop Analysis (Subcontractor)		T&E Species Habitat Assessment		CWA Permitting			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Managing Principal	$ 300.00	2	$ 600.00	2	$ 600.00		$ -	2	$ 600.00	2	$ 600.00	8	$ 2,400.00
Sr. Environmental Scientist II	$ 160.00		$ -	-	$ -		$ -		$ -	3	$ 480.00	3	$ 480.00
Sr. Environmental Scientist I	$ 140.00	8	$ 1,120.00	8	$ 1,120.00		$ -	5	$ 700.00	30	$ 4,200.00	51	$ 7,140.00
Environmental Scientist	$ 120.00		$ -		$ -		$ -		$ -		$ -	-	$ -
Associate Environmental Scientist	$ 100.00	30	$ 3,000.00	25	$ 2,500.00	3	$ 300.00	25	$ 2,500.00	3	$ 300.00	86	$ 8,600.00
GIS Analyst	$ 160.00		$ -		$ -		$ -		$ -	10	$ 1,600.00	10	$ 1,600.00
GIS Specialist	$ 140.00	9	$ 1,260.00	9	$ 1,260.00		$ -	9	$ 1,260.00		$ -	27	$ 3,780.00
Technical Editor	$ 150.00	3	$ 450.00	3	$ 450.00		$ -	3	$ 450.00	3	$ 450.00	12	$ 1,800.00
Account Manager	$ 125.00	1	$ 125.00	1	$ 125.00	1	$ 125.00	1	$ 125.00	1	$ 125.00	5	$ 625.00
Cultural Desktop Analysis	$ 2,292.00					1	$ 2,292.00					1	$ 2,292.00
SUB TOTAL		53	$ 6,555.00	48	$ 6,055.00	5	$ 2,717.00	45	$ 5,635.00	52	$ 7,755.00	203	$ 28,717.00
Direct Costs - Non-Travel	Rate	Task 1.1		Task 1.2		Task 1.3		Task 2.0		Task 3.0			
		WOTUS Delineation and JD		Phase I ESA		Cultural Resources Desktop Analysis (Subcontractor)		T&E Species Habitat Assessment		CWA Permitting			
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Database Search (each report)	$ 550.00		$ -	1	$ 550.00		$ -		$ -		$ -	1	$ 550.00
SUB TOTAL			$ -		$ 550.00		$ -		$ -		$ -		$ 550.00
DIRECT COSTS SUBTOTALS			$ -		$ 550.00		$ -		$ -		$ -		$ 550.00
TOTAL			$ 6,555.00		$ 6,605.00		$ 2,717.00		$ 5,635.00		$ 7,755.00		$ 29,267.00

Direct Costs, Travel, and Equipment

Item	Unit Price
Printing and Mailing	
Photocopies (Color 8.5x11 / 11x17)	$1.00 / $1.50/ ea.
Photocopies (Black and White 8.5x11 / 11x17)	$0.15 / $0.20/ ea.
Postage	Standard Rates
Equipment	
Drone	$1,600/ day
Boat and Motor (including trailer), plus direct fuel cost	$2,000/ day
ATV (including trailer)	$500/ day
Global Positioning System (Trimble GeoXT)	$175/ day
Vehicle Mileage	$0.70/ mi. or current IRS 2025 Standard Milage rates
Audio/Video Equipment	
Video camera (video + audio recordings)	$350/ day
PA (full system with microphone)	$150/ day
Projector/ Screen	$80/ day
Digital camera (photographs)	$80/ day
Projector	$75/ day
Microphone only	$75/ day
Speakers only	$75/ day
Pop-up screen only	$50/ day
Digital monitor + Multimedia players	$35/ day

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_____DAY OF_____, 20____

IEA, Inc

a Texas company

By: Wilson Wong, PE

Name: Wilson Wong, P.E.

Title: Houston Office Director

Date: 07/24/25

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://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

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

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **8/12/2025**

Right of Way Acquisition - CR 400 Realignment (Precinct 4)

Approve the approval expenditure of $28,600.00 to CobbFendley to perform supplemental Right of Way Acquisition Services, modifying their current contract approved by Commissioners Court Order I.4 dated February 13, 2024 for CR 400 Realignment.

Whereas, the attached scope of work identifies the necessary tasks to perform these additional services.

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **2/13/2024**

Right of Way Acquisition - CR 400 Realignment (Precinct 4)

Approve the expenditure of $162,000.00 to Cobb Fendley to perform Right of Way Acquisition Services for CR 400 Realignment.

Whereas, the attached scope of work provides for ROW Acquisition Services for proposed realignment of CR 400 between CR 912 and 2.0 miles Southeast of CR 849; and

Whereas, funds for this expenditure are available via the 2024 Road & Bridge Budget; and

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

EXHIBIT "F-1"
CONTRACT AMENDMENT

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract Amendment in accordance with the original Scope of Work and any additional Scope of Work within the Consultant's proposal attached hereto as **Exhibit "F-_."** County and Consultant may agree to amend this contract. Any further amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

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 10
Consultant's Insurance Requirements

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.

Execution

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	**Cobb, Fendley & Associates, Inc.**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Charles M Eastland**
County Judge	**Executive Vice President**
Date: _____	**Date:** _____

June 25, 2025

SUPPLEMENT PROPOSAL FOR ACQUISITION SERVICES

Karen O. McKinnon
Brazoria County Engineering
451 N. Velasco, Ste. 230
Angleton, Texas 77515

Re: **CR 400-Relocation-Road Re-Route**

Dear Ms. McKinnon:

Cobb, Fendley & Associates, Inc. ("CobbFendley") originally contracted with Brazoria County Engineering, for Right-of-Way Acquisition to negotiate and secure 9 easements for the relocation of CR 400. This project is approximately 1 mile of relocation of CR 400. Brazoria County will be purchasing a minimum of 80' of ROW and abandoning the existing ROW (~80'). However, there were a few design issues related to drainage on Parcel 23, and an uneconomic unit that was added to the County's acquisition for Parcel 26. Therefore, a supplement for additional Right-of-Way services is required. Please find within this letter a description of the original services currently being provided and that easement acquisition cost breakdown and the additional service and fees required.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES

1. Project Management/Administration

a) Communication

I. Prepare initial property owner contact list or update contact list provided by CLIENT. Send Initial Notice Letters on CLIENT form to property owners notifying them of the project and CobbFendley's involvement.

II. Set up a virtual kick off meeting prior to sending out offer letters, inclusive of appraisers, title company, acquisition and Brazoria County Engineer

III. Participate in status meetings in person with CLIENT. Date, required attendees, and time to be determined in conjunction with CLIENT.

IV. At a minimum, deliver a bi-weekly status report to CLIENT

V. Prepare and provide access to Smartsheet cloud base project status tracker

b) File Management

I. Maintain parcel files of original documentation related to the purchase of the real property or property interests, including copies of all correspondence and contacts with property owners.

COBB FENDLEY_____ CLIENT_____

II. Maintain record of all payments to property owners, including date and amount paid.

2. Real Estate Appraisal Services

a) Appraiser will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property.

b) As necessary, prepare written notification to the Client and Project Owner of any environmental concerns associated with the right of way to be acquired that could require environmental re-mediation.

c) Appraiser shall prepare an appraisal report for each parcel to be acquired in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

3. Negotiation Services

a) Order and analyze the preliminary Title Commitment on each parcel to determine potential title problems and propose and inform CLIENT of methods to cure title deficiencies or conflicting encumbrances.

b) Analyze appraisal and appraisal review reports and confirm the CLIENT'S approved value prior to making an offer for each parcel. CLIENT to provide copies of all appraisal reports produced or acquired specifically related to the property within the previous ten years.

c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

d) Send the written offer and appraisal report to each property owner or the property owner's designated representative through CMRRR. Seek to meet in person with each property owner or designated representative and maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer.

e) Make reasonable effort to respond to property owner inquiries verbally or in writing within one (1) business day.

f) Transmit to CLIENT any written counteroffer from property owner including supporting documentation and written comments in accordance with CLIENT policies and procedures.

g) As directed by the CLIENT, prepare, and send the final offer letter along with the proposed conveyance documents by CMRRR.

4424 W. Sam Houston Parkway N., Ste. 600 | Houston, TX 77041 | 713.462.3242 | fax 713.462.3262 | www.cobbfendley.com
TBPELS Engineering Firm No. 274; Land Surveying Firm No. 10046700

h) Contact the Title Company to obtain an updated Title Commitment along with other forms necessary when requesting the payment for closing.

i) Deliver all original documents generated or received to CLIENT upon completion of the ROW Services.

j) Perform closing services in conjunction with the Title Company and attend closings. In the event of a closing by mail, review title work prior to the closing by mail and again prior to recording of the instrument.

k) Cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the CLIENT for acceptance prior to recording.

l) Secure title insurance for all parcels acquired, insuring acceptable title to the CLIENT. Written approval by the CLIENT is required for any exception. Title and closing costs will be paid directly to the title company by the CLIENT.

m) Provide recommendations for proceeding with condemnation because of failed negotiations or title curative matters that cannot be cured.

Negotiation Service Payment Milestones

A. Negotiation Services

1. Paid on a per parcel basis according to Fee Schedule

a) 35% upon sending initial offer letter to property owner

b) 45% upon agreement and submission of payment request or exhausting all reasonable efforts with owner refusing to convey parcel and submission of memo requesting initiation of condemnation proceedings

c) 20% upon parcel recording of easement and electronic close file submission or file close out to initiation of condemnation proceedings.

B. Administration services- for 3 months

C. Condemnation Support Services – Hourly

Sr. Right-of-Way Agent II or ROW Project Manager II	$228.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$205.00/HR
Right-of-Way Agent III or ROW Attorney	$195.00/HR
Right-of-Way Agent II	$166.00/HR
Right-of-Way Agent I	$131.00/HR
Right-of-Way Technician.	$119.00/HR

To be provided by Client and/or Project Owner

a) Copies of all appraisal reports produced or acquired by the Project Owner relating specifically to each parcel prepared in the last 10 years.

b) Timely reviews and approval of all submissions.

c) All necessary standard forms and factsheets or brochures.

d) Process and issue all payments of approved purchase prices for each parcel involved in the transfer of property to the Project Owner.

e) Fees charged by financial institutions to process lien releases and title escrow fees.

f) Final approval for all appraisals.

g) Payment of costs charged by the Title Company for preliminary title commitments.

h) Payment of costs of incidental expenses required to transfer real property to the Project Owner.

i) Responsible for the disposal of property and the accommodation, coordination, verification, and adjustment of utilities.

j) Attorney Services, as needed.

ORIGINAL FEE SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels	9	$4,500	$40,500.00
Monthly Administration Fees			
Administration/Project Management Fees	12 Months	$3,000.00	$36,000.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels	9	$7,500.00	$67,500.00
Condemnation Support-As needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	**30hrs**	200.00	$6,000.00
Appraiser Hearing Prep and Testimony			
Preparation and attendance of condemnation hearing	**2**	$6,000.00	$12,000.00
ORIGINAL TOTAL			**$162,000.00**

COBB FENDLEY_____ CLIENT_____

ADDITIONAL FEES SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels 23 and 26	2	$3,300	$6,600.00
Monthly Administration Fees			
Administration/Project Management Fees	3 Months	$3,000.00	$9,000.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels 23 and 26	2	$5,500.00	$11,000.00
Condemnation Support-As needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	**10hrs**	200.00	$2,000.00
Appraiser Hearing Prep and Testimony			
Preparation and attendance of condemnation hearing	**0**	$0.00	$0.00
SUPPLEMENT TOTAL			**$28,600.00**
GRAND TOTAL			**$190,600.00**

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

ABEL GARCIA, SR/WA-TN, R/W-NAC,
SR. Project Manager

COBB FENDLEY_____ CLIENT_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **8/12/2025**

Engineering Services for the Wild Peach Village Drainage Improvements (Precinct 4)

Approve the expenditure of $539,887.00 to Halff Associates, Inc., to perform Construction Engineering and Inspection “CEI” and Construction Material Testing “CMT” for Brazoria County Community Development Block Grant (CDBG) Road and Drainage Improvements “Project”,

Whereas, the attached scope of work identifies the CEI and CMT related activities for the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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 Halff Associates, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to construct infrastructure improvements along CR 244 as part of the Wild Peach Drainage Improvements Project, hereinafter called the "Project"

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	Halff Associates
451 N. Velasco, Suite 230	9303 New Trails Dr, The Woodlands, TX
Angleton, Texas 77515	Suite 400
ATTN: Matthew Hanks, JD, PE	ATTN: Long Nguyen, PE
Email: matth@brazoria-county.com	Email: LNGUYEN@halff.com
Phone: 979-864-1265	Phone: 936-777-6379

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 22
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

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Halff Associates

a Texas company

By: _____

Name: Long Nguyen, PE

Title: Vice President

Date: 07-24-2025

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

INSERT PROPOSAL AND SCHEDULE

halff

July 1, 2025

Barbara Martinez
Engineer
451 N. Velasco Street, Suite 230
Angleton, TX 77515

RE: Proposal for Construction Engineering and Inspection and Construction Materials Testing Services
Wild Peach Village Drainage Improvements

Dear Mrs. Martinez:

Halff Associates Inc. (Halff) is pleased to submit our proposal to provide Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) services for the Wild Peach Village Drainage Improvements project for Brazoria County. Halff was contracted by Brazoria County to perform engineering services on May 9th, 2019. The original scope of work consisted of Survey, Environmental, Civil Design, Drainage Analysis, Geotechnical, and Construction Administration services for the original fee amounts shown below:

Original Design Phase Services

1.	Topographic Survey (Landtech)	$	197,040.00	(Lump Sum)
2.	Environmental (Halff)	$	41,300.00	(Lump Sum)
3.	Civil Design Services (Halff)	$	228,900.00	(Lump Sum)
4.	Drainage Analysis (Halff)	$	41,500.00	(Lump Sum)
5.	Geotechnical (ATL)	$	17,930.00	(Lump Sum)
6.	Construction Administration (Halff)	$	54,880.00	(Lump Sum)
	Total:	**$**	**581,550.00**	

The original Construction Administration effort of $54,880 will not cover the scope needed to provide CEI and CMT. This proposal will provide the CEI and CMT services needed during the 6 months of construction.

The CEI and CMT services proposed are further described in Attachment "A". For these services, Halff requests a total budget amount of **$539,887.00** billed on a monthly and Cost-Plus Max basis, as noted in Attachment "A". Halff estimates the following services and fees for these services:

CEI & CMT Services

1.	Construction Engineering and Inspection (Halff)	$	359,790.00	(Cost-Plus Max)
2.	Construction Material Testing (ATL)	$	206,954.00	(Cost-Plus Max)
3.	Reimbursable Expenses	$	28,023.00	(Reimbursable)
	Total:	**$**	**594,767.00**	
	Original Construction Administration:	**$**	**54,880.00**	
	Adjusted Total:	**$**	**539,887.00**	

halff

We appreciate the opportunity to be of service to you and Brazoria County on this very important project. Please feel free to contact me if you have any questions or comments concerning this proposal at 936-777-6385 or jbielstein@halff.com.

Sincerely,
Halff Associates, Inc.

James "Jim" Bielstein
Public Works Team Leader

Attachments:
Attachment "A": Detailed Scope of Services
Attachment "B": Detailed Level of Effort
Attachment "C": Proposal for Construction Material Testing Services

Cc. File

halff

Attachment "A"

Project Understanding

Halff will serve as Brazoria County's project field representative and engineer of record to report on observed field conditions and coordinate materials and lab testing with Associated Testing Laboratories for quality control. The primary goal is to observe that the construction work proceeds in accordance with the approved plans and specifications for the Wild Peach Village Drainage Improvements dated April 2nd, 2025.

Task 1: Construction Engineering and Inspection Services

Construction duration is assumed to be 180 calendar days over 6 months as per the contract documents. Halff will perform all items under this task. Services to be rendered include the following:

1.1 Monthly invoicing and progress reports.

1.2 Facilitate the pre-construction meeting and compilation of notes for distribution.

1.3 Perform construction field inspection, including daily reports. Assume 123 inspection days (5 per week). Prepare daily reports recording observed Contractor's and Subcontractors present at the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions. Site Visitors, deliveries of equipment or materials, known weekly activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

1.4 Review and respond to submittals and maintain a submittal log.

1.5 Review and respond to request for information (RFI's) and maintain an RFI log.

1.6 Review and respond to change orders.

1.7 Design changes/plan revisions.

1.8 Preparation of Record Drawings

1.9 Attend up to twelve (12) in-person construction meetings on-site, which will be held biweekly. Compile notes and distribute meeting minutes.

1.10 Attend up to six (6) virtual construction meetings. Compile notes and distribute meeting minutes. Assume 1 meeting each month.

1.11 Perform construction site visits assuming one (1) visit every month during construction to review contractor progress and observe critical items of construction. Assume 6 visits in total.

1.12 Review contractor payment applications for compliance with the schedule of quantities, work completed, materials and equipment delivered at the project site. Use previous site visits, inspector's daily reports, and site observation reports.

1.13 Coordination with private utilities to facilitate relocations of conflicts not previously identified during the design phase.

1.14 Attend one (1) substantial completion walkthrough. Provide punch-list items for Contractor.

1.15 Attend one (1) final completion walkthrough.

1.16 Administrative project management, including record keeping, document control, and filing of all project-related correspondence, reports, plans, technical data, etc.

1.17 Review and approval of contractor schedule(s).

1.18 Coordination of Contractor work schedule and hours.

1.19 Coordination with homeowners during construction.

1.20 Review testing laboratory reports.

1.21 Item 1 services are on a Cost-Plus Max basis and will be billed monthly.

Task 2: Construction Material Testing Services

Services will be subcontracted to Associated Testing Laboratories Inc.

- Scope of Services
  - See Attachment "C"
- Schedule
  - See Attachment "C"
- Billing
  - See Attachment "C". Subcontract invoices will be submitted as they are received in the amount received and approved up to the not-to-exceed budget included in the attached proposal along with a 10% subcontract markup.

Task 3: Reimbursable Expenses

Direct costs, including printing, plotting and reproduction, postage, mileage (IRS Business Mileage Rate), meals (2025 GSA Rate), and Lodging (2025 GSA Rate) will be considered reimbursable. They will be billed separately at 1.0 times the direct cost incurred. Direct costs incurred will be carefully monitored during the progress of this project and the fees will not exceed the amount without prior approval from client.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK:

The services or deliverables listed below are specifically excluded from the scope of services included in this fee proposal. However, should the need for any of these services arise, Halff would be capable and willing to provide requested service(s) corresponding to a scope, fee, and schedule that is agreeable to the County.

- Attending public meetings
- Acquiring Right of Entries
- Halff shall not have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.

List of assumptions:

1. Construction duration of 123 working days
2. No holiday or weekend work
3. Travel time to and from the site is billable
4. Halff shall have the authority to stop the contractor's work at any time
5. Inspector can bill coordination time with the County, Contractor, Material Testing Lab, etc.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

Attachment "B" - Level of Effort
Wild Peach Village Drainage Improvements
Construction Engineering and Inspection and Construction Materials Testing Services

Date: 7/1/2025

This level of effort is for estimating purposes only. Actual billing rates will be actual raw labor rates times 3.45 multiplier

	Project Manager	Project Engineer	Record Keeper	Senior CADD Technician	Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	$ 200	$ 180	$ 120	$ 135	$ 165	$ 90		
Construction Engineering and Inspection Services:								
Task 1 - CEI Services								
1.1 Monthly Invoicing & Progress Reports (assume 6 months)		4				8	12	$ 1,440
1.2 Facilitate Pre-Construction Meeting and Distribute Notes	6	6			6		18	$ 3,270
1.3 Perform Inspections, Including Daily Reports (assume 123 days, 5 per week)					1,230		1,230	$ 202,950
1.4 Respond to Submittals & Submittal Log	8	40					48	$ 8,800
1.5 Respond to RFI & RFI Log	8	40					48	$ 8,800
1.6 Review Change Orders	8	40					48	$ 8,800
1.7 Plan Revisions	4	16		24			44	$ 6,920
1.8 Preparation of Record Drawings	2	8		24			34	$ 5,080
1.9 Attend In Person Biweekly Progress Meetings (assume 12 meetings)		96			96		192	$ 33,120
1.10 Attend Virtual Meetings (assume 6 meetings)	6	6			6		18	$ 3,270
1.11 Construction Site Visits (assume 6 visits)	36	36					72	$ 13,680
1.12 Review Contractor Payment Applications	6	18			24		48	$ 8,400
1.13 Coordination With Private Utilities	4	24			32		60	$ 10,400
1.14 Attend Substanital Completion Walkthrough and Provide Punch-List	8	8			8		24	$ 4,360
1.15 Attend Final Completion Walkthrough	8	8			8		24	$ 4,360
1.16 Administrative Project Management, Including Record Keeping	2	16	96				114	$ 14,800
1.17 Review and Approval of Contractor Schedule(s)	2	6			12		20	$ 3,460
1.18 Coordination of Contractor Work Schedule and Hours		8			8		16	$ 2,760
1.19 Coordination with Homeowners		8			16		24	$ 4,080
1.20 Review Testing Laboratory Reports		32			32		64	$ 11,040
Subtotal Hours	108	420	96	48	1,478	8	2,158	
Subtotal Fee	$ 21,600	$ 75,600	$ 11,520	$ 6,480	$ 243,870	$ 720		$ 359,790
TOTAL FEES: CEI SERVICES								$ 359,790

Construction Materials Testing Services:								
Task 2 - CMT Services								
2.1 Construction Materials Testing								$ 188,140
2.2 Subconsultant Coordination								$ 18,814
Subtotal Fee								$ 206,954
TOTAL FEES: CMT SERVICES								$ 206,954

Attachment "B" - Level of Effort
Wild Peach Village Drainage Improvements
Construction Engineering and Inspection and Construction Materials Testing Services

Date: 7/1/2025

This level of effort is for estimating purposes only. Actual billing rates will be actual raw labor rates times 3.45 multiplier

	Project Manager	Project Engineer	Record Keeper	Senior CADD Technician	Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	$ 200	$ 180	$ 120	$ 135	$ 165	$ 90		
Reimbursable Expenses:								
Task 3 - Reimbursable Expenses	**Units**	**No. Units**	**Unit Cost**					
3.1 Meals (2025 GSA Rates)	Per Day	123	$ 74.00					$ 9,102
3.2 Lodging (2025 GSA Rates)	Per Day	123	$ 111.00					$ 13,653
3.3 Vehicle Mileage	Per Mile	7,525	$ 0.70					$ 5,268
Subtotal Fee								**$ 28,023**
TOTAL FEES: REIMBURSABLE EXPENSES								**$ 28,023**

TOTAL FEES: CEI SERVICES, CMT SERVICES, & REIMBURSABLE EXPENSES	**$ 594,767**
ORIGINAL DESIGN PHASE SERVICES: CONSTRUCTION ADMINISTRATION	**$ 54,880**
REQUESTED FEE: (CEI SERVICES, CMT SERVICES, & REIMBURSABLE EXPENSES) - (ORIGINAL DESIGN PHASE SERVICES CONSTRUCTION ADMINISTRATION)	**$ 539,887**

Attachment "C"

SUB-CONSULTANT PROPOSAL – CONSTRUCITON MATERIAL TESTING SERVICES

ASSOCIATED TESTING LABORATORIES

ACCREDITED CERT #24.02

June 30, 2025
CP25-080

HALFF Associates, Inc
Houston, Texas

Attention: Derek Wedel, P.E.
dwedel@halff.com

Project: Wild Peach Village Drainage Improvements Project.

Dear Mr. Wedel:
As per your request we are pleased to submit our cost estimate proposal for the above referenced project. The total was estimated using the quantities and specifications provided in drawings and construction specifications; an estimate work sheet is included with this letter. Actual charges will be based on the services requested and provided.

Scope of Work

The construction material testing, and inspection will include the following broad services:

1. Concrete Testing – headwalls.
2. Soils Testing – Utility Trench Backfill and pavement subgrade.
3. Monitoring and testing using nuclear density equipment for asphalt pavement.
4. Professional Engineer Review.

The services will include both field and laboratory work. We appreciate the opportunity to present this cost estimate. Should you have any questions, please do not hesitate to contact us.

Site Safety

Site safety is the responsibility of the contractor. Therefore, we will notify the contractor's site representative, and your Project Inspector if/as directed by you for this project, whenever we are on site. The general contractor will also need to assign someone to sign our Daily Field Reports (DFRs) whenever our technicians and/or inspectors are onsite. This should be established at or before our pre-construction meeting.

Budget Estimate and Assumptions

Based on the details provided at the time of this proposal, ATL has estimated a budget of **$188,140.00**. It should be noted that this proposal is only an estimate and that it may be impacted by unavoidable events like construction hours, delays from on-site safety meetings or orientations, permits, utility clearance, access issues, and weather-related issues. Actual charges will be based on the services requested and provided.

The enclosed budget allows up to 27 inspection days to monitor the 91,000 SF of earthwork relating to the paving including proof roll and compaction on treated subgrade. Test frequency in the paving areas is assumed at 1 test per lift per 5,000 SF. ATL has included 23 inspection days for the earthwork relating to the embankments.

The enclosed budget allows up to 41 inspection days to monitor the earthwork relating to the utility trench backfill. Test frequency in the utility trenches is assumed at 1 test per lift per 100 LF.

On all pours, concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of 4 cylinders per mix per 100 cubic yards, whichever is greater.

Phone. 713.748.3717
Email. wilmer@associatedtesting.com
Address. 10450 Corporate Drive
Sugar Land Texas 77478

ASSOCIATED TESTING LABORATORIES | ATL

ACCREDITED
CERT #24.02

Enclosed budget assumes the following number of pours:

A. Culvert Crossings, Headwalls: 28 pours

The budget allows up to 12 inspection days to monitor the asphalt placement and inspection. ATL has assumed monitoring to be performed on an average 10 hour per day basis, during this task.

Enclosed budget assumes 12 cores of asphalt placed to verify thickness and density. ATL has assumed 2, 8-hour inspection day, during this task.

The sequencing and pace of construction will ultimately drive the final costs associated with our observations. Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". Please complete and return that page to ATL to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature below also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

Proposal Acceptance

To accept our proposal and authorize the services requested, please sign below where indicated, and return a copy to our office.

Closure

Thank you for your consideration of Associated Testing Laboratories, Inc. We look forward to working with you on this project. Please contact us if you have any questions or require additional information.

Sincerely,
Associated Testing Laboratories, Inc.

Wilmer Rubio
Project Estimator

Authorized Signature:_____

Name:_____Date:_____

Phone. 713.748.3717
Email. wilmer@associatedtesting.com
Address. 10450 Corporate Drive
Sugar Land Texas 77478

ASSOCIATED TESTING LABORATORIES

ACCREDITED CERT #24.02

BUDGET ESTIMATE

Description	Quantity	Rate	Units	Amount
PERSONNEL				
Project Engineer, P.E.	110	$ 176.00	Hour	$ 19,360.00
Senior Technician	785	$ 96.00	Hour	$ 75,360.00
Senior Technician O/T	205	$ 144.00	Hour	$ 29,520.00
Technician	200	$ 69.00	Hour	$ 13,800.00
Technician (Non-Certified)	120	$ 59.00	Hour	$ 7,080.00
Vehicle Charge	1105	$ 13.00	Hour	$ 14,365.00
Admin/Clerical Support	110	$ 75.00	Hour	$ 8,250.00
Nuclear Density Equipment Rental	990	$ 13.00	Hour	$ 12,870.00
		Subtotal:	$ 180,605.00	
SOILS & TREATED SOILS				
Liquid & Plastic Limits (ASTM D-4318)	3	$ 76.00	Each	$ 228.00
Percent Passing #200 Sieve (ASTM D-1140)	3	$ 59.00	Each	$ 177.00
OMD Standard Compaction (ASTM D-698)	3	$ 246.00	Each	$ 738.00
OMD Modified Compaction (D-1557)	3	$ 263.00	Each	$ 789.00
OMD Modified Compaction, Treated (ASTM D-698)	3	$ 289.00	Each	$ 867.00
Cement Sand Compressive Strength (ASTM D-1633)	10	$ 86.00	Each	$ 860.00
	Soils & Treated Soils Subtotal:		$ 3,659.00	
PORTLAND CEMENT CONCRETE				
Compressive Strength (Cylinder)	120	$ 21.00	Each	$ 2,520.00
	Portland Cement Concrete Subtotal:		$ 2,520.00	
ASPHALT TESTING SERIES				
Asphalt Coring (4" Diameter to 6" Thickness)	12	$ 113.00	Each	$ 1,356.00
		Subtotal:	$ 1,356.00	
		Grand Total:	$ 188,140.00	

**Minimum 4-hour charge per trip; Overtime will be charged 1.5 times to the regular rate (before and after 6am/pm and all day on weekends)*

Phone. 713.748.3717
Email. wilmer@associatedtesting.com
Address. 10450 Corporate Drive Sugar Land Texas 77478

ASSOCIATED TESTING LABORATORIES

ACCREDITED
CERT #24.02

GENERAL CONDITIONS

1. LABORATORY will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the PROJECT.

2. No warranty is intended or implied other than the LABORATORY will use all proper skills and care as detailed in section above

3. THE LABORATORY is not responsible for locating or identifying underground utilities. Although the LABORATORY will take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the LABORATORY harmless for any damages to subterranean structures, which are not called to LABORATORY'S attention and correctly shown on the plans furnished. The client further agrees to provide the right of entry to the LABORATORY and all necessary equipment required to complete the work. While the LABORATORY will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

FEE PAYMENT:

1. Payment is due upon receipt of invoice. LABORATORY reserves the right to withhold any letters and reports pending payment for services.

DISPUTE RESOLUTION:

The CLIENT agrees that any and all disputes, disagreements or claims between LABORATORY and the owner and all construction contractors and subcontractors or any other interested party on the project arising from LABORATORY's professional acts, errors omissions or any other reasons will be resolved by Mandatory binding arbitration. The CLIENT further agrees to require of the contractor and his subcontractors and all interested party, an identical dispute resolution agreement for any and all disputes, disagreements or claims between the LABORATORY and the contractor, subcontractor or any other interested party arising from LABORATORY's professional acts, errors, omissions, or any other reasons. the dispute resolution clause will be applicable to all successors or assigns.

LIMITATION OF LIABILITY:

The CLIENT agrees to limit LABORATORY'S liability to the owner and all construction contractors and sub-contractors on the project arising from LABORATORY'S professional acts, errors, or omissions, such that the total aggregate liability of LABORATORY to all those named shall not exceed LABORATORY'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor and his subcontractors an identical limitation of LABORATORY'S liability for damages suffered by the contractor or subcontractor arising from LABORATORY'S professional acts, errors, or omissions. Neither the contractor nor the subcontractor assumes ant liability for damages to others, which may arise on account of LABORATORY'S professions acts, errors, or omissions.

EXTENT OF AGREEMENT:

This agreement, including these terms and conditions, represents the entire agreement between LABORATORY and CLIENT and supersedes any previous agreements, negotiations, or representations, whether oral or written. This agreement may be amended only in writing, signed by both LABORATORY and CLIENT

CONFIDENTIALITY:

Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constitutes Confidential Information.

Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. The receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.

Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Initials_____

Phone. 713.748.3717
Email. wilmer@associatedtesting.com
Address. 10450 Corporate Drive
Sugar Land Texas 77478

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 24 DAY OF July, 2025

Halff Associates

a Texas company

By: _____

Name: **Long Nguyen, PE**

Title: **Vice President**

Date: **07-24-2025**

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://www.brazoria-county.com/purch/Index.asp.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2025-1341767

Date Filed:
07/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates. Inc.
Richardson, TX United States

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

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.
ITB 25-51
Construction Engineering and Inspection Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Atkinson, Erin	Fort Worth, TX United States	X	
Baker Daily, Jessica	Richardson, TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
French, Sherri	Frisco, TX United States	X	
Hollis, Leigh	Frisco, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Smith, Ryan	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2025-1341767

Date Filed:
07/25/2025

Date Acknowledged:

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

Halff Associates. Inc.
Richardson, TX United States

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

Brazoria County

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.

ITB 25-51
Construction Engineering and Inspection 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 Long Nguyen, and my date of birth is 1/20/1986.

My address is 9303 New Trails Drive Suite 400, The Woodlands (city), TX (state), 77381 (zip code), USA (country).

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

Executed in Montgomery County, State of Texas, on the 25th day of July (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

THERE ARE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE LOCAL GOVERNMENTAL ENTITY

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No **NOT APPLICABLE**

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No **NOT APPLICABLE**

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☒ N/A Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

7/28/2025

Date

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **8/12/2025**

Engineering Services for Pavement Repairs for the Bar X Phase V Project (Precinct 4)

Approve the expenditure of $208,686.00 to B2Z Engineering Inc., to perform Construction Engineering and Inspection “CEI” for the Concrete Pavement Repairs - Bar X Phase V “Project”.

Whereas, the attached scope of work identifies the CEI related activities for the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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 B2Z Engineering LLC, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to reconstruct roadways as part of the Concrete Pavement Repairs – Bar X Ph V Project, hereinafter called the "Project"; and

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	B2Z Engineering, LLC
451 N. Velasco, Suite 230	13250 Forkland Dr.
Angleton, Texas 77515	Houston, TX 77077
ATTN: Matthew Hanks, JD, PE	ATTN: Oliver Salgado, PE
Email: matth@brazoria-county.com	Email: Oliver@B2Zeng.com
Phone: 979-864-1265	Phone: 832-288-2755

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

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

Brazoria County, Texas	**B2Z Engineering, LLC** **a Texas company**
By: _____	**By:** _____ P.E.
L.M. (Matt) Sebesta, Jr	**Name: Oliver Salgado, P.E.**
County Judge	**Title: Executive Vice President**
Date: _____	**Date: 7/28/2025**

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

INSERT PROPOSAL AND SCHEDULE

July 14, 2025

County Engineer, Mathew Hanks, P.E.,
ATTN: Wael Tabara, P.E.
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, Texas 77515

Subject: Bar X Ph V - Concrete Pavement Repairs

Dear Mr. Tabara:

As per your request, we are happy to provide a fee proposal to provide the subject services for Brazoria County.

Our fee proposal covers Construction Engineering and Inspection (CEI) as required.

The following documents are attached herewith:

- **Exhibit D – Detailed Fee Breakdown**

Time Schedule

We propose to conduct the services within an estimated 172 calendar days.

Fee Schedule

B2Z proposes to conduct the Scope of Services for a fee:

Construction Cost	Duration	Labor	Mat'l Test	ODEs	Total
$1,600,000.00	6 Months	$ 200,136.00	$ -	$ 8,550.00	$ 208,686.00

It is understood that B2Z will not commence work until the Client issues authorization to proceed.

We hope that the above information is adequate for your review. However, if additional clarification is necessary, please do not hesitate to call. We look forward to working with you on this challenging project.

Respectfully,

Oliver F. Salgado, P.E.
Executive Vice President

Attachments:
Exhibit D

Bar X Phase V CEI Fee Estimate

Fee estimate is based on providing the services of the personnel shown below at the hours indicated
Fee estimate is based on a construction contract period of 172 calendar days (6 months).
Work schedule for construction inspector is estimated at 5 visits a week at 8 hours per visit with 0% overtime.

			September		October		November		December		January		February			
JOB CLASSIFICATION	BASE RATE	LOADED RATE	HRS/MONTH	OT	HRS/MONTH	OT	HRS/MONTH	OT	HRS/MONTH	OT	HRS/MONTH	OT	HRS/MONTH	OT	Total Hours Worked	Labor Costs
Support Manager	$ 85	$ 263.50	8	0	8	0	8	0	8	0	8	0	8	0	48	$ 12,648
Construction Inspector	$ 60	$ 186.00	160	0	160	0	160	0	160	0	160	0	160	0	960	$ 178,560
Administrative/Clerical	$ 30	$ 93.00	16	0	16	0	16	0	16	0	16	0	16	0	96	$ 8,928
															Sub-Total	**$ 200,136.00**
Other Direct Expenses																
Vehicle			$ 1,250		$ 1,250		$ 1,250		$ 1,250		$ 1,250		$ 1,250			$ 7,500.00
Cell Phone			$ 75.00		$ 75.00		$ 75.00		$ 75.00		$ 75.00		$ 75.00			$ 450.00
Laptop Computer			$ 100		$ 100		$ 100		$ 100		$ 100		$ 100			$ 600.00
															Sub-Total	**$ 8,550.00**
															TOTAL	**$ 208,686.00**

Responsibilities:

Support Manager - Review submittals, RFIs, estimate and schedule
Inspector - Perform construction inspections
Admin - Upload DWRs and generate estimate in PM Vitals

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]* 7/28/2025

B2Z Engineering, LLC,
a Texas company

By: _____

Name: Oliver Salgado, P.E.

Title: Executive Vice President

Date: 7/28/2025

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

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **8/12/2025**

Engineering Services for the Pavement Repairs to Silverlake Subdivision Phase 2 (Precinct 2)

Approve the expenditure of $183,180.00 to Blacksmith Construction Services, LLC., to perform Construction Engineering and Inspection “CEI” for the Pavement Repairs to Silverlake Subdivision Phase 2 “Project”.

Whereas, the attached scope of work identifies the CEI related activities for the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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 Blacksmith Construction Services, LLC., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to rehabilitate roadway pavement within the Silverlake Subdivision at or near Northfork Drive between County Road 90 and Lakecrest Drive, hereinafter called the "Project"; and

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	Blacksmith Construction Services
451 N. Velasco, Suite 230	6925 Masters Rd Unit 726
Angleton, Texas 77515	Manvel, Texas 77578
ATTN: Matthew Hanks, JD, PE	ATTN: Sonia S. Schmidt
Email: matth@brazoria-county.com	Email: sonia@bcsoftexas.com
Phone: 979-864-1265	Phone: 346-696-0550

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

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

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Blacksmith Construction Services

a Texas company

By: Sonia S. Schmidt

Name: **Sonia Sousa Schmidt**

Title: **Owner**

Date: 07/29/2025

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

INSERT PROPOSAL AND SCHEDULE

BCS
A Woman Owned Company
Construction Engineering and Inspection

EXHIBIT A

07/15/2025

Letter of Proposal

Reference Project: Pavement Repairs for Silverlake Phase II (ITB No. 25-66)

Mr. Matt Hanks-

After review of the plans set for the above referenced project, we respectfully propose the following level of effort to perform standard construction engineering and inspection (CE&I) services:

Proposed Level of Effort for ITB No. 25-66

Anticipated Duration of Project:	6-Months
Maximum Proposed Daily CE&I Effort:	Varies

The above Daily CE&I Effort is an estimate and includes the pre-construction, construction and close-out phases of the Project.

Proposed Direct Labor Expenses

Classification:	Project Engineer II
Hourly Rate:	$155.00/Hour
Proposed Number of Hours:	440-Hours
Proposed Budget:	**$68,200.00**
Classification:	Transportation Technician II
Hourly Rate:	$85.00/Hour
Proposed Number of Hours:	1052-Hours
Proposed Budget:	**$89,420.00**
Classification:	Transportation Technician I (SW3P)
Hourly Rate:	$75.00/Hour
Proposed Number of Hours:	78-Hours
Proposed Budget:	**$5,850.00**

Rates shown above are maximum per classification and include labor costs, overhead and profit

Proposed Monthly Equipment Expenses

Work Truck:	$1,300.00
Workstation:	$95.00
Cellphone:	$65.00
Monthly Multiplier	2.25
Anticipated Total Equipment Expenses (6-Months):	**$19,710.00**

Level of Effort Summary

Total Direct Labor Expenses:	$163,470.00
Total Monthly Equipment Expenses:	$19,710.00
Proposed, Not to Exceed, CE&I Budget:	**$183,180.00**

EXHIBIT A

We appreciate your consideration of our firm. We are excited and look forward to the potential opportunity to serve the people of our County.

Sincerely,

Sonia S. Schmidt

Sonia S. Schmidt

Owner

Michael Schmidt

Principal Engineer

Attached:
- Exhibit A-Scope of Services
- Exhibit B-Justification for Proposed Budget
- BCS HUB Certificate

Exhibit A – Scope of Services

The referenced project shall conform with the Texas Department of Transportation *2024 Standard Specifications* and the correlating signed and sealed plan set.

BCS will provide the following scope of work as part of the firm's standard construction engineering and inspection (CE&I) services:

1. **Preconstruction**
   a. Establish project specific documentation system within designated software (PM Vitals)
   b. Receive, review, respond and track submittals, RFIs, shop drawings, etc
   c. Coordinate with all parties for NTP and identify any apparent project issues
   d. Coordinate setup of preconstruction meeting
   e. If necessary, assist County with contractor award process

2. **Construction**
   a. Create and complete Daily Work Reports
   b. Completion and submission of payments for completed work
   c. Track progress of days worked/schedule and provide monthly summary to County
   d. Prepare progress meeting agendas and coordinate progress meetings
   e. Obtain and submit photographic documentation throughout duration of project
   f. Review monthly quantities and prepare estimate payment for County review
   g. Progressive Stormwater Pollution Prevention Plan (SW3P) inspections, in accordance with TxDOT and project specific requirements
   h. Schedule designated testing company and review testing reports for conformity with plans and specifications
   i. Receive, review, respond and track submittals, RFIs, shop drawings, etc
   j. Provide a monthly progress report for County review. Report to include, but not limited to: Days worked, schematic of completed work and work in progress, project budget, identification of project issues and proposed resolutions
   k. Review, coordination and, if applicable, response to Change Order requests
   l. Utilization of County electronic software (PM Vitals)

3. **Close-out**
   m. Coordinate substantial completion and final walk-through
   n. Close-out documentation and final estimate
   o. Completion and delivery of as-builts

EXHIBIT A

BCS Justification for Proposed Budget (Project 25-66)

BCS Proposed Budget for Silverlake Rehabilitation Phase II (September 2025-February 2026)(6-Month Duration)											
Duration		Projected Monthly Hours			Hourly Rates per Classification (not to exceed)			Summary of Projected Budget			
Month No.	Month	PE II*	TT II**	TT I***	PE II	TT II	TT I	PE II	TT II	TT I	Total Billed
1	Sep-25	96	170	18	$ 155.00	$ 85.00	$ 75.00	$ 14,880.00	$ 14,450.00	$ 1,350.00	$ 30,680.00
2	Oct-25	64	170	10	$ 155.00	$ 85.00	$ 75.00	$ 9,920.00	$ 14,450.00	$ 750.00	$ 25,120.00
3	Nov-25	64	154	10	$ 155.00	$ 85.00	$ 75.00	$ 9,920.00	$ 13,090.00	$ 750.00	$ 23,760.00
4	Dec-25	64	138	10	$ 155.00	$ 85.00	$ 75.00	$ 9,920.00	$ 11,730.00	$ 750.00	$ 22,400.00
5	Jan-26	64	170	10	$ 155.00	$ 85.00	$ 75.00	$ 9,920.00	$ 14,450.00	$ 750.00	$ 25,120.00
6	Feb-26	64	170	10	$ 155.00	$ 85.00	$ 75.00	$ 9,920.00	$ 14,450.00	$ 750.00	$ 25,120.00
7	Mar-26	24	80	10	$ 155.00	$ 85.00	$ 75.00	$ 3,720.00	$ 6,800.00	$ 750.00	$ 11,270.00
Hourly Totals		440	1052	78	Direct Labor Totals			$ 68,200.00	$ 89,420.00	$ 5,850.00	$ 163,470.00

*PE II: Project Engineer II
**TT II: Transportation Technician II
***TT I: Transportation Technician I

Direct Expenses for Proposed Budget				
Direct Expense	Monthly Rate	Quantity (EA)	No. Months	Totals
Work Truck	$ 1,300.00	2.25	6.0	$ 17,550.00
Workstation	$ 95.00	2.25	6.0	$ 1,282.50
Cellphone	$ 65.00	2.25	6.0	$ 877.50
			Total	$ 19,710.00

Summary of Proposed Budget			
Duration	Direct Labor	Direct Expenses	Totals
6-months	$ 163,470.00	$ 19,710.00	$ 183,180.00

EXHIBIT A

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1874241917100**
Approval Date: **September 22, 2023**
Scheduled Expiration Date: **September 22, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Blacksmith Construction Services, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 22, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

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]* _____

Blacksmith Construction Services,

a Texas company

By: Sonia S. Schmidt

Name: **Sonia Sousa Schmidt**

Title: **Owner**

Date: 07/29/2025

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

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **8/12/2025**

Engineering Services for the Concrete Pavement Repairs - Bar X Phase V (Precinct 4)

Approve the expenditure of $58,680.00 to Ninyo & Moore, to perform Construction Material Testing “CMT” for the Concrete Pavement Repairs - Bar X Phase V “Project”.

Whereas, the attached scope of work identifies the CMT related activities for the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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 **NINYO & MOORE,** a California Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to reconstruct roadways as part of the Concrete Pavement Repairs – Bar X Ph V Project, hereinafter called the "Project"; and

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	Ninyo & Moore
451 N. Velasco, Suite 230	2313 W. Sam Houston Parkway N., Suite 119
Angleton, Texas 77515	Houston, Texas 77043
ATTN: Matthew Hanks, JD, PE	ATTN: Jay Sunderwala, PE
Email: matth@brazoria-county.com	Email: jsunderwala@ninyoandmoore.com
Phone: 979-864-1265	Phone: 713-973-8400

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

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

Brazoria County, Texas	**Ninyo & Moore**
	a California company
By: _____	**By:** Jay T. Sunderwala
L.M. (Matt) Sebesta, Jr	**Name:** Jay Sunderwala, PE
County Judge	**Title:** Managing Principal Engineer
Date: _____	**Date:** July 31, 2025

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

INSERT PROPOSAL AND SCHEDULE

July 28, 2025
Project No. 701853001

Mr. Wael Tabara, PE
Assistant County Engineer
Brazoria County Engineering
451 North Velasco, Suite 230
Angleton, Texas 77515

Subject: Proposal for Construction Materials Testing and Observation Services
Concrete Pavement Repairs 2025
Bar X, Phase V – Mill Road (CR 969M) from SH 35 to Flintlock Court
Angleton, Texas

Dear Mr. Tabara:

We are pleased to present this proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the provided plans. We understand that the project will consist of the construction of approximately 11,900 square yards of paving of conventional paving and 1,600 square yards of high-early strength paving. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA). A list of our scope of accreditation can be found at the A2LA website (www.a2la.org).

SCOPE OF SERVICES

- Perform proofrolling observation for paving subgrade.
- Perform gradation testing of paving subgrades.
- Perform field observation and in-place density testing for flex base and paving subgrade.

- Perform concrete sampling/testing for paving concrete.
- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing to evaluate the compressive strength of concrete samples.
- Perform concrete pavement coring.
- Consultation and project management.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately $58,700. Our estimated fee does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

To authorize our services, please provide a Professional Services Agreement. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE

Philip Nekoranec
Senior Project Manager

Jay Sunderwala, PE
Managing Principal Engineer

PMN/JTS/ls

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 - Breakdown of Estimated Fee

Earthwork										
Engineering Technician										
Paving Subgrades / Flex Base	20	days	@	8	hours/day	@	$ 60.00	/hour	$	9,600.00
Paving Subgrades / Flex Base (OT)	20	days	@	4	hours/day	@	$ 90.00	/hour	$	7,200.00
Sample Pick Ups / % Solids	8	days	@	8	hours/day	@	$ 60.00	/hour	$	3,840.00
Vehicle Usage Charge				224	hours	@	$ 15.00	/hour	$	3,360.00
Equipment Charge				160	hours	@	$ 15.00	/hour	$	2,400.00
Laboratory Testing										
Standard Proctor Density, D 698				4	samples	@	$ 230.00	/sample	$	920.00
Standard Proctor Density Treated Soils, D 698				6	samples	@	$ 255.00	/sample	$	1,530.00
200 Wash				21	samples	@	$ 60.00	/sample	$	1,260.00
Atterberg Limits				21	samples	@	$ 70.00	/sample	$	1,470.00
Lime Recommendation				4	samples	@	$ 275.00	/sample	$	1,100.00
									$	**32,680.00**
Concrete										
Engineering Technician	10	days	@	8	hours/day	@	$ 60.00	/hour	$	4,800.00
Engineering Technician (OT)	10	days	@	6	hours/day	@	$ 90.00	/hour	$	5,400.00
Cylinder Pick Ups (no charge if already onsite for other services)	10	days	@	4	hours/day	@	$ 60.00	/hour	$	2,400.00
Vehicle Usage Charge				180	hours	@	$ 15.00	/hour	$	2,700.00
Compression Tests of Cylinders	30	sets	@	4	samples/set	@	$ 80.00	/set	$	2,400.00
Concrete Cores				12	samples	@	$ 250.00	/sample	$	3,000.00
							Subtotal		**$**	**20,700.00**
Engineering Review, Consultation, and Data Processing										
Principal Engineer				6	hours	@	$ 180.00	/hour	$	1,080.00
Project Manager				36	hours	@	$ 105.00	/hour	$	3,780.00
Data Processor				8	hours	@	$ 55.00	/hour	$	440.00
							Subtotal		**$**	**5,300.00**
TOTAL ESTIMATED FEE									**$**	**58,680.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 180
Senior Engineer/Geologist/Environmental Scientist	$ 150
Senior Project Engineer/Geologist/Environmental Scientist	$ 140
Project Engineer/Geologist/Environmental Scientist	$ 130
Senior Staff Engineer/Geologist/Environmental Scientist	$ 115
Staff Engineer/Geologist/Environmental Scientist	$ 110
GIS Analyst	$ 85
Technical Illustrator/CAD Operator	$ 55

Field Staff

Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 140
Nondestructive Examination Technician (UT, MT, LP)	$ 120
Certified Asbestos/Lead Technician	$ 120
Field Operations Manager	$ 105
Supervisory Technician	$ 75
Senior Technician	$ 65
Technician	$ 60

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	$ 55
Information Specialist	$ 55
Data Processor	$ 55

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 50/hr
Vapor Emission Kit	$ 75/kit
Equipment Charge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 50/hr
Air Sampling Pump	$ 25/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 400/hr
Direct Expenses	Cost plus 15%

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318	$ 70
California Bearing Ratio (CBR), D 1883, per point	$ 240
One Dimensional Consolidation, D 2435	$ 450
Consolidation Additional Increments, D 2435	$ 60
Hydrometer Analysis, D 422	$ 145
Double Hydrometer Analysis, D 4221	$ 250
Moisture Content, D 2216	$ 10
Moisture and Density, D 2937	$ 55
Permeability, D 2434	$ 300
Specific Gravity, D 854	$ 65
Standard Proctor Density, D 698	$ 230
Modified Proctor Density, D 1557 (Rock corrections add $70)	$ 250
Sieve Analysis, D 422	$ 65
Sieve Analysis, 200 Wash, D 1140	$ 60
Swell Test, D 4546	$ 350
Triaxial Shear, U.U., D 2850 per point	$ 75
Unconfined Compression, D 2166	$ 50
Pinhole Dispersion Test, D 4647	$ 320
Crumb Test Dispersion Test, D 4647	$ 45
Lime Determination, PI Method	$ 275
Lime Determination, pH Method, D 62765	$ 265
Compressive Strength Cement Stabilized Sand, D 1633	$ 80
Standard Proctor Density Treated Soils, D 698	$ 255
Modified Proctor Density Treated Soils, D 1557	$ 270

MASONRY

Brick Absorption, 24-hour submersion, C 67	$ 85
Brick Absorption, 5-hour boiling, C 67	$ 85
Brick Absorption, 7-day, C 67	$ 85
Brick Compression Test, C 67	$ 50
Brick Moisture as received, C 67	$ 50
Brick Measurement, C 67	$ 65
CMU Block Compression Test, 8x8x16, C 140	$ 150
CMU Block Unit Weight and Absorption, C 140	$ 100
CMU Block Moisture Content, C 140	$ 95
CMU Block Measurement, C 140	$ 35
Compressive Strength, Grout prism, C 1019, each	$ 55
Compressive Strength, Mortar Cube, C 109, each	$ 30

CONCRETE

Compression Strength, C 39	$ 20
Flexural Test, C 78 or C 293	$ 30
Splitting Tensile Strength, C 496	$ 125
Time of Setting of Cement by Vicat Needle, C 191	$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	$ 500
Concrete Coring, Measurement, and Compressive Strength	$ 250
Concrete Core Compressive Strength, Includes Prep, C 42	$ 90
Concrete Core Measurement, C 174	$ 30
Concrete Coring Minimum Charge	$ 600
Concrete Coring – 4” Diameter to 6-inch depth	$ 120
Concrete Coring Additional Thickness 6” to 12” depth	$ 11/in
Concrete Coring Additional Thickness over 12” depth	$ 15/in
Compressive Strength Lt. Wt. Insulating Concrete, C 495	$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	$ 25

FIREPROOFING

Density of SFRM, E 605	$ 45
Cohesion/Adhesion of SFRM, E 736	$ 35

ASPHALT

Asphalt Mix Design Review, Job Spec	$ 500
Asphalt Mix Design, 5 points	$ 2500
Extraction, % Asphalt, including Gradation, Tex 210F	$ 230
Hveem Stability, Tex 208F	$110/set
Bulk Density Lab Molded Samples, Tex 207F	$ 65/set
Bulk Density Core, Tex 207F	$ 60
Molding Specimens, Tex 206F	$ 75/set
Measurement of Asphalt Cores	$ 25
Asphalt Coring Minimum Charge	$ 600
Asphalt Coring – 4” Diameter to 6-inch depth	$ 105
Concrete Coring Additional Thickness over 6” depth	$ 10/in
Maximum Theoretical Unit Weight, Tex 227F	$ 105

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 65
Los Angeles Abrasion, C 131 or C 535	$ 240
Organic Impurities, C 40	$ 55
Sieve Analysis, Coarse Aggregate, C 136	$ 75
Sieve Analysis, Fine Aggregate, C 136	$ 75
Decantation, C 117	$ 55
Specific Gravity, Coarse, C 127	$ 120
Specific Gravity, Fine, C 128	$ 135

Special preparation of standard test specimens will be charged at the technician’s hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

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]* **July 31, 2025**

Ninyo & Moore,

a California company

By: Jay T. Sunderwala

Name: Jay Sunderwala, PE

Title: Managing Principal Engineer

Date: July 31, 2025

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

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **8/12/2025**

Open Public Hearing for Revision of the Brazoria County Thoroughfare Plan

That a public hearing be opened for the following three Revisions of the Brazoria County Thoroughfare Plan.

- Revision 1: Realignment, remove, and reclassification of several major thoroughfares and collectors through the three large developments near the proposed Grand Parkway as shown in Exhibit A. Proposed changes to New Roads 407, 408, 409, 412, 413, 414, 424, 429, 518, 551 are all included in this revision.

- Revision 2: Removal of a major thoroughfare and a collectors and addition of new collectors through the Cardon Tract Development as shown in Exhibit B. Proposed changes to New Roads 410, 411, 515 and CR 841 are all included in this revision.

- Revision 3: Removal of a major thoroughfare, New Road 123 and 46, as shown in Exhibit C.

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 For August 12 Public Hearing

Revision 1 – Developments near future Grand Parkway

Change Request: Realignment, remove, and reclassification of several major thoroughfares and collectors through the three large development near the proposed Grand Parkway as shown in Exhibit A. Proposed changes to New Roads 407, 408, 409, 412, 413, 414, 424, 429, 518, 551 are all included in this revision.

Requesting Party: Developer Representatives for Southeast Properties, Ltd., Olsovsky Farms Property and Walton Tract Property

Reason for Request: Modify to better aligned thoroughfares and collectors through all three developments and proposed bridges for the future Grand Parkway.

Recommendation: Approve

Matt Hanks, P.E., CFM
COUNTY ENGINEER

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Office

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
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www.brazoriacountytx.gov

Thoroughfare Plan Revision Summary For August 12 Public Hearing

Revision 2 – Cardon Tract Development

Change Request: Removal of a major thoroughfare and a collectors and addition of new collectors through the Cardon Tract Development as shown in Exhibit B. Proposed changes to New Roads 410, 411, 515 and CR 841 are all included in this revision.

Requesting Party: Cardon Tract Development

Reason for Request: Modify major thoroughfare plan to maximize use of existing property and to align with new subdivision.

Recommendation: Approve

Matt Hanks, P.E., CFM
COUNTY ENGINEER

(979) 864-1265
Office

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
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Thoroughfare Plan Revision Summary For August 12 Public Hearing

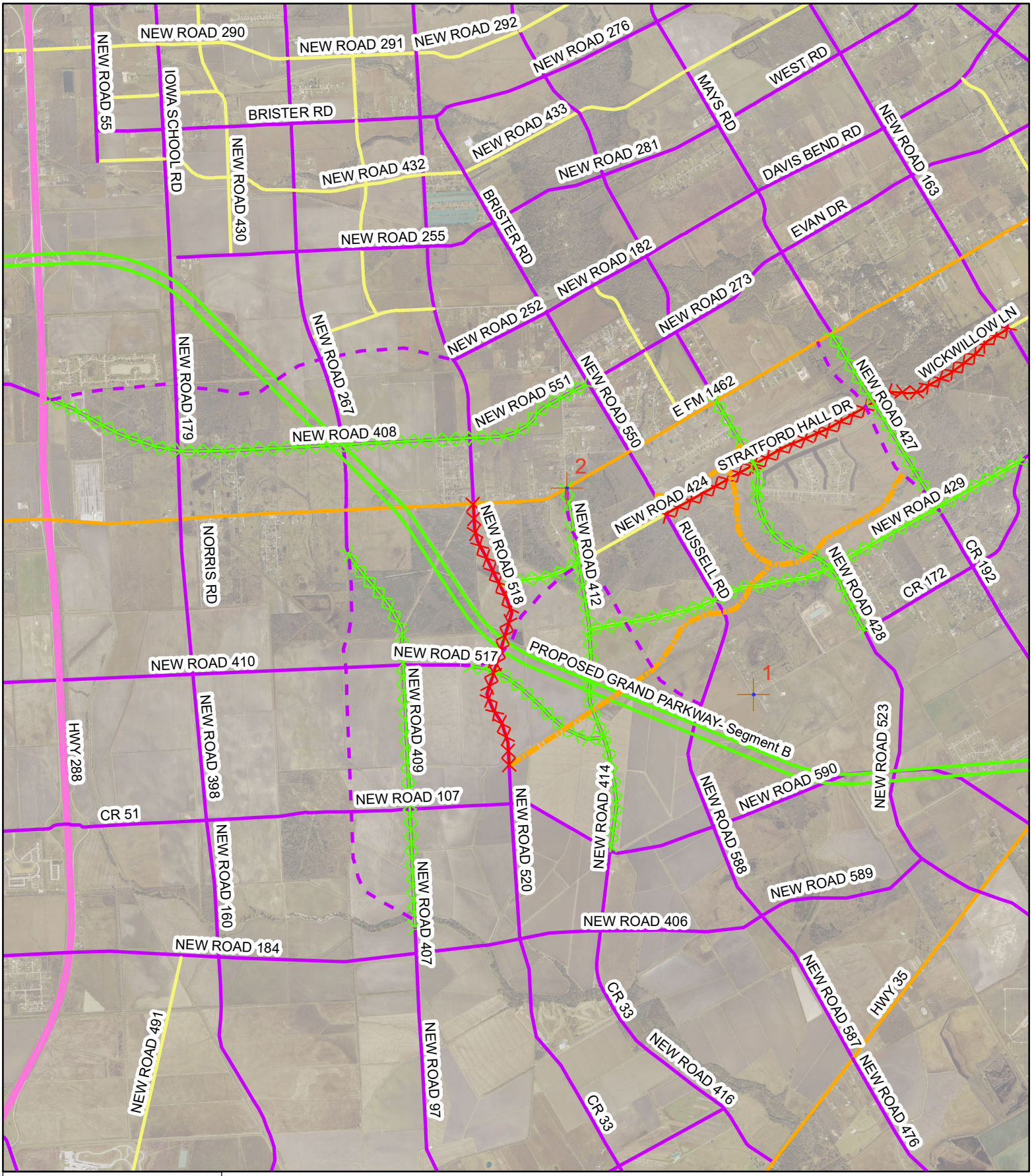
Revision 3 – City of Iowa Colony

Change Request: Removal of a major thoroughfare, New Road 123 and 46 as shown in Exhibit C.

Requesting Party: City of Iowa Colony

Reason for Request: Modify plan to align with City of Iowa Colony within the City of Iowa Colony Extraterritorial Jurisdiction (ETJ).

Recommendation: Approve



Proposed Changes
- Major Collector
- Reroute
- Major Thoroughfare
- Remove

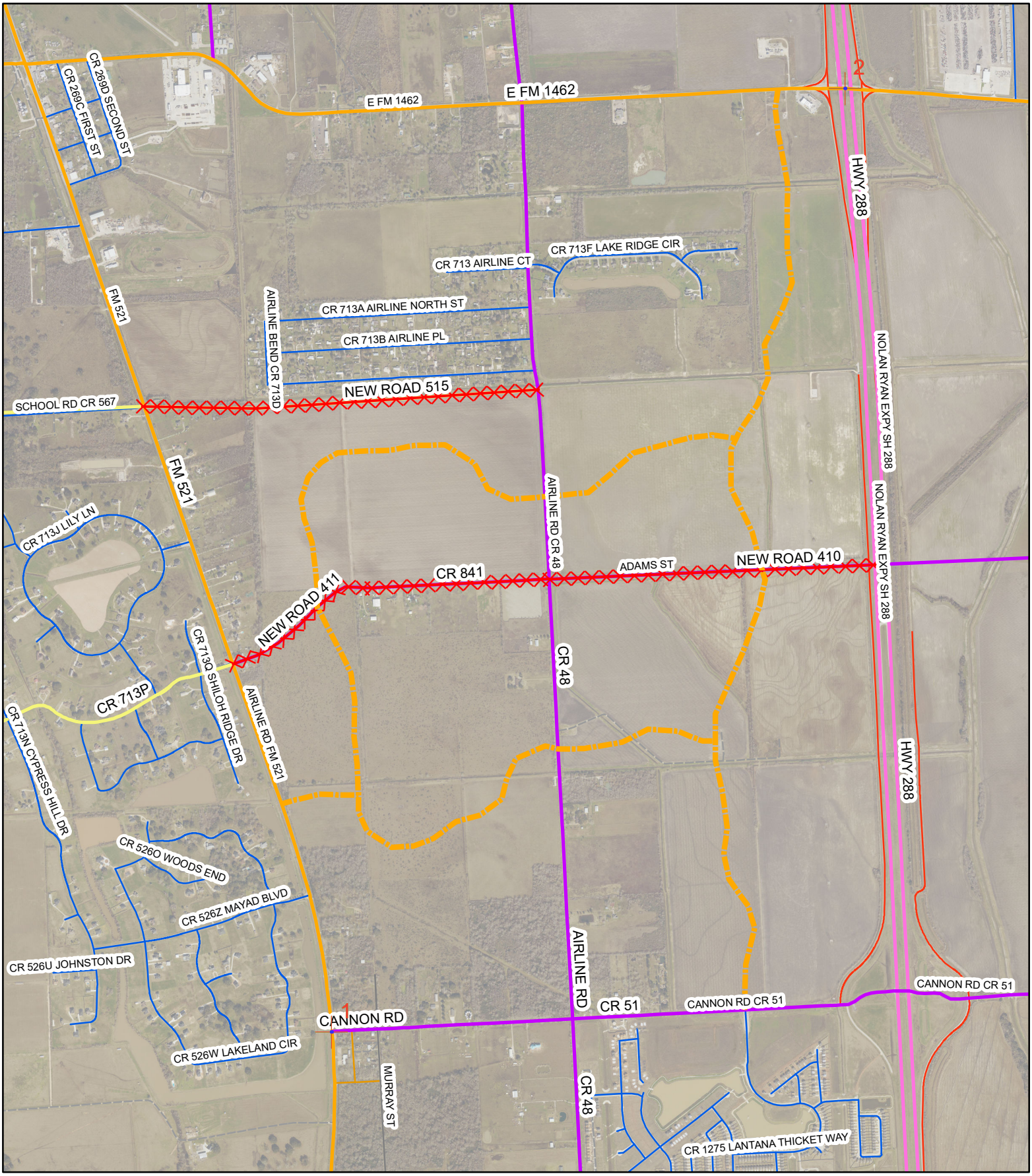
Brazoria County Thoroughfare Plan
- Limited Access Highway
- Limited Access Highway-Grand Parkway
- Major Collector
- Major Thoroughfare
- Principal Thoroughfare

Proposed Changes
New Road 407, 408, 409,
412, 413, 414, 424,
428, 429, 518, 551

EXHIBIT A

N W E S

0 2,350 4,700 Feet



Proposed Changes
Major Collector
Remove

Brazoria County Thoroughfare Plan
Limited Access Highway
Major Collector
Major Thoroughfare
Principal Thoroughfare

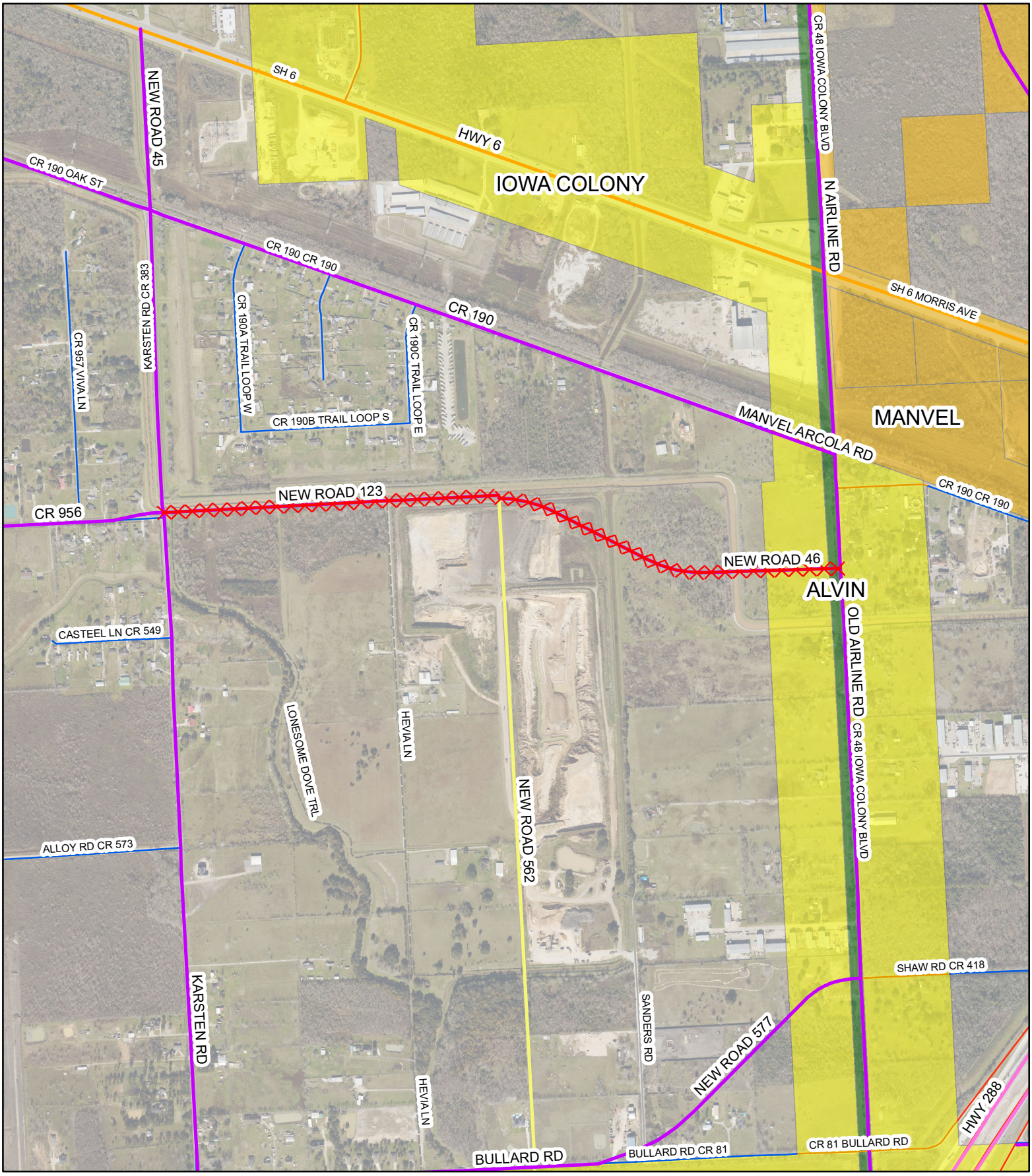
Proposed Changes
CR 841
New Road 515, 411, 410

EXHIBIT B

N
W E
S

0 800 1,600
Feet

928



Proposed Changes

Remove

Brazoria County Thoroughfare Plan

- Limited Access Highway
- Major Collector
- Major Thoroughfare
- Principal Thoroughfare

Proposed Changes
New Road 123, 46

EXHIBIT C

N
W E
S

0 450 900
Feet

929

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **8/12/2025**

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.12. **8/12/2025**

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.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **8/12/2025**

Engineering Services for the Pavement Repairs to Silverlake Subdivision Phase 2 (Precinct 2)

Approve the expenditure of $55,500.00 to UES Professional Solutions 44, LLC., to perform Construction Material Testing “CMT” for the Pavement Repairs to Silverlake Subdivision Phase 2 “Project”.

Whereas, the attached scope of work identifies the CMT related activities for the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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 UES Professional Solutions 44, LLC., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to rehabilitate roadway pavement within the Silverlake Subdivision at or near Northfork Drive between County Road 90 and Lakecrest Drive, hereinafter called the "Project"; and

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	UES Professional Solutions 44, LLC.
451 N. Velasco, Suite 230	15811 Tuckerton Rd.
Angleton, Texas 77515	Houston, Texas 77095
ATTN: Matthew Hanks, JD, PE	ATTN: Joseph Culley, SET
Email: matth@brazoria-county.com	Email: jculley@teamues.com
Phone: 979-864-1265	Phone: 713.360.0460

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

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

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

UES Professional Solutions 44, LLC.,

a Texas company

By: C Salsky

Name: **Chuck Salsky, P.E.**

Title: **Managing Director – Houston Area**

Date: 04/08/2025

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

INSERT PROPOSAL AND SCHEDULE

Environmental
Geotechnical Engineering
Materials Testing
Field Inspections & Code Compliance
Geophysical Technologies

Ms. Barbara X. Martinez, P.E., ME
Brazoria County Engineering Department
451 N. Velasco, Suite 230
Angleton, TX 77515

July 16, 2025

Re: UES Proposal No. 114593
Construction Materials Testing
Pavement Repairs for Silverlake Phase II (Preliminary)
Brazoria County, Texas

Dear Ms. Martinez, P.E., ME:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Houston area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

Ms. Barbara X. Martinez, P.E., ME
UES Proposal No. 114593
July 16, 2025

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,
UES

Maricruz Hernandez
CMT Project Estimator

CLIENT APPROVAL **ESTIMATED BUDGET: $55,500.00**

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by fax or by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____
**A/P Contact Email must be provided before UES can proceed with its proposed services*

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

UES Proposal No. 114593
July 16, 2025

UES

Construction Materials Engineering and Testing
Basic Services and Cost Estimate
Project Name: Pavement Repairs for Silverlake Phase II (Preliminary); Brazoria County, Texas

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
EARTHWORK			
Moisture Density Relationship, ASTM D-698 (each)	3	$250.00	$750.00
Atterberg Limits (each)	3	$85.00	$255.00
Minus No. 200 Sieve (each)	3	$85.00	$255.00
Engineering Technician (hourly)	40	$58.00	$2,320.00
Engineering Technician, Overtime (hourly)	5	$87.00	$435.00
Nuclear Density Equipment Charge (per trip)	5	$100.00	$500.00
Transportation Charge (per trip)	5	$100.00	$500.00
Project Management and Report Review (hourly)	5	$150.00	$750.00
MECHANICAL STABILIZATION			
Moisture Density Relationship, ASTM D-698 (each)	2	$250.00	$500.00
Atterberg Limits (each)	6	$85.00	$510.00
Minus No. 200 Sieve (each)	2	$85.00	$170.00
Engineering Technician (hourly)	80	$58.00	$4,640.00
Engineering Technician, Overtime (hourly)	10	$87.00	$870.00
Nuclear Density Equipment Charge (per trip)	10	$100.00	$1,000.00
Transportation Charge (per trip)	10	$100.00	$1,000.00
Project Management and Report Review (hourly)	5	$150.00	$750.00
CONCRETE			
Concrete and Reinforcing Steel Observation (hourly)	360	$58.00	$20,880.00
Concrete and Reinforcing Steel Observation, Overtime (hourly)	45	$87.00	$3,915.00
Concrete Test Cylinders (each)	100	$22.00	$2,200.00
Cores (each)	6	$125.00	$750.00
Cores Holes Patched (each)	6	$25.00	$150.00
Mix Design Review (each)	4	$350.00	$1,400.00
Transportation Charge (per trip)	45	$100.00	$4,500.00
Letter (each)	1	$500.00	$500.00
Project Management and Report Review (hourly)	40	$150.00	$6,000.00
ESTIMATED BUDGET			**$55,500.00**

Proposal No.	114593
Project Name	Pavement Repairs for Silverlake Phase II (Preliminary); Brazoria County, Texas

PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE

Project Information	1. It is our understanding that approximately 2,600 linear feet of paving will be placed at the proposed development.
Construction Documents	1. Enclosed budget is based on civil plans dated: 4/29/2025. 2. Enclosed budget is based on a 150 day schedule. 3. UES did not have a Geotechnical Report or a detailed construction schedule during the preparation of this estimate.
Earthwork	1. Enclosed budget allows up to 5 inspection days to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 9 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor. 2. Paving: 1 density test for every 5,000 square feet and 6 inch lift 3. Atterberg Limit Test: 1 sample to be obtained for each site visit
Mechanical Stabilization	1. Enclosed budget allows up to 10 inspection days to monitor 98,800 SF of subgrade that will be mechanically stabilized. UES has assumed that an engineering technician could be required on-site for an average of 10 hours per day basis during these tasks. In addition, the technician could obtains approximately 2 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Treated Subgrade: 1 density test for every 5,000 square feet 3. Atterberg Limit Test: 1 sample to be obtained for each site visit
Concrete	1. Enclosed budget allows up to 45 inspection days to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site for an average of 9 hours per day basis during these tasks. In addition, the technician would be on-site to mold approximately 100 test cylinders. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of four cylinders per mix per 100 CY, whichever is greater, on all pours. 3. Paving: 1 set of 4 test cylinders every 100 cubic yards 4. Stand-alone cylinder pickups are assumed to be required on all concrete pours.
General	1. Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours' notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 360-0462 during our office hours from 7:00 AM to 5:00 PM, Monday - Friday. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. 2. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions. 3. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Houston offices. 4. Estimate is valid for 90 days from the proposal date shown above. 5. Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate. 6. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 7. Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17, 7.1.3). 8. Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis. 9. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed.

UES Professional Solutions 44, LLC

GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES Professional Solutions 44, LLC ("UES") will provide to Client the professional services described under the Scope of Services ("Services") in the Professional Services Agreement ("Agreement") between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, "Addendum") to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA"), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms "Project" and "Site" are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client's compliance with any applicable laws.

2.5 Client and Client's personnel and contractors shall promptly inform UES of any actual or suspected defects in UES's services, to help UES take those prompt and effective measures that in UES's opinion will help minimize the consequences of any such defect. Client's payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES's services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES's presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES' reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES'S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities

with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF $50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF $1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF $50,000 OR UP TO $1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDCUTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of $1,000,000.00 and has professional liability insurance in the amount of $1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client

contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client such third parties.

12.2. UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at is sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24

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]* 04/08/2025

UES Professional Solutions 44, LLC.,

a Texas company

By: _____

Name: **Chuck Salsky, P.E.**

Title: **Managing Director – Houston Area**

Date: 04/08/2025

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

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

Silverlake Ph II - UES - PSA - 08.12

Final Audit Report 2025-08-04

Created:	2025-08-01
By:	Brittany Luck (bluck@teamues.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1Qx7BJOBOwUl1zeUTojZJuJQ1zJEbq1R

"Silverlake Ph II - UES - PSA - 08.12" History

Document created by Brittany Luck (bluck@teamues.com)
2025-08-01 - 5:01:51 PM GMT

Document emailed to Chuck Salsky (csalsky@teamues.com) for signature
2025-08-01 - 5:01:58 PM GMT

Email viewed by Chuck Salsky (csalsky@teamues.com)
2025-08-04 - 7:09:13 PM GMT

Document e-signed by Chuck Salsky (csalsky@teamues.com)
Signature Date: 2025-08-04 - 7:11:14 PM GMT - Time Source: server

Agreement completed.
2025-08-04 - 7:11:14 PM GMT

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.14. **8/12/2025**

Bavaria AutoParts, LLC - Exemption Request

The Court hereby grants an exemption from Article 6 Subsections C (c) and (g) of the Brazoria County Rules for Junkyards, Automotive Wrecking and Salvage Yards adopted September 25, 2007 to Bavaria AutoParts, LLC pursuant to the exemption procedure set out in Article 4 Section B of the same rules.

Article 6 Subsection C (c): the location of the nearest boundary of the proposed yard would be within 1,000 feet of the nearest property line of property on which there is a church, a school, a park, a hospital, a nursing home, or a residence (single-family home, duplex, apartment, townhouse, or mobile home), or the nearest boundary of a residential subdivision for which County has approved a survey's plat;

Article 6 Subsection C (g): the location of the proposed yard would be within the 100-year flood plain.

This operation will be conducting business as an automotive salvage yard at 17519 Pearland Sites Rd, Pearland, TX which is currently part of the facility operated by Parts Unlimited under License Number JY-3.

Further, that a copy of the Order be delivered to the Director of the Environmental Health Department.

RECEIVED
JUL 22 2025
ENVIRONMENTAL HEALTH DEPT.

Feliks Bulatov

On behalf of Bavaria AutoParts

Date: 7/17/2025

To:

Brazoria County Commissioner's Court

Subject: Request for Exemption – Automotive Salvage Yard at 17519 Pearland Sites Rd, Pearland, TX

Dear Commissioners,

I am writing on behalf of Bavaria AutoParts to respectfully request an exemption under the Brazoria County ordinance related to the location of automotive salvage yards.

We are in the process of acquiring the property located at 17519 Pearland Sites Road, Pearland, TX, with the intent to continue operating it as an automotive salvage yard. This property has been used for the same purpose for many years by Mr. Johnny Patke (Parts Unlimited) , a well-known and respected member of the business community. Mr. Patke has consistently maintained the site in a clean, orderly, and environmentally compliant manner. It is this level of professionalism and care that attracted me to this location, and I intend to continue the same responsible operational practices under Bavaria AutoParts.

We are aware that the property falls within the 1,000-foot setback criteria related to certain protected land uses as outlined in the county ordinance. On this basis, we request an exemption to proceed with our planned use.

Additionally, we would like to bring to your attention that the property lies within a 100-year floodplain, which is another condition that qualifies for consideration of exemption under the ordinance.

As a resident of Pearland, I am personally invested in upholding the highest standards in operating this business and in supporting the local economy and community. I respectfully ask for your favorable consideration of this request so that we may continue to use this long-established location for its current and historical purpose.

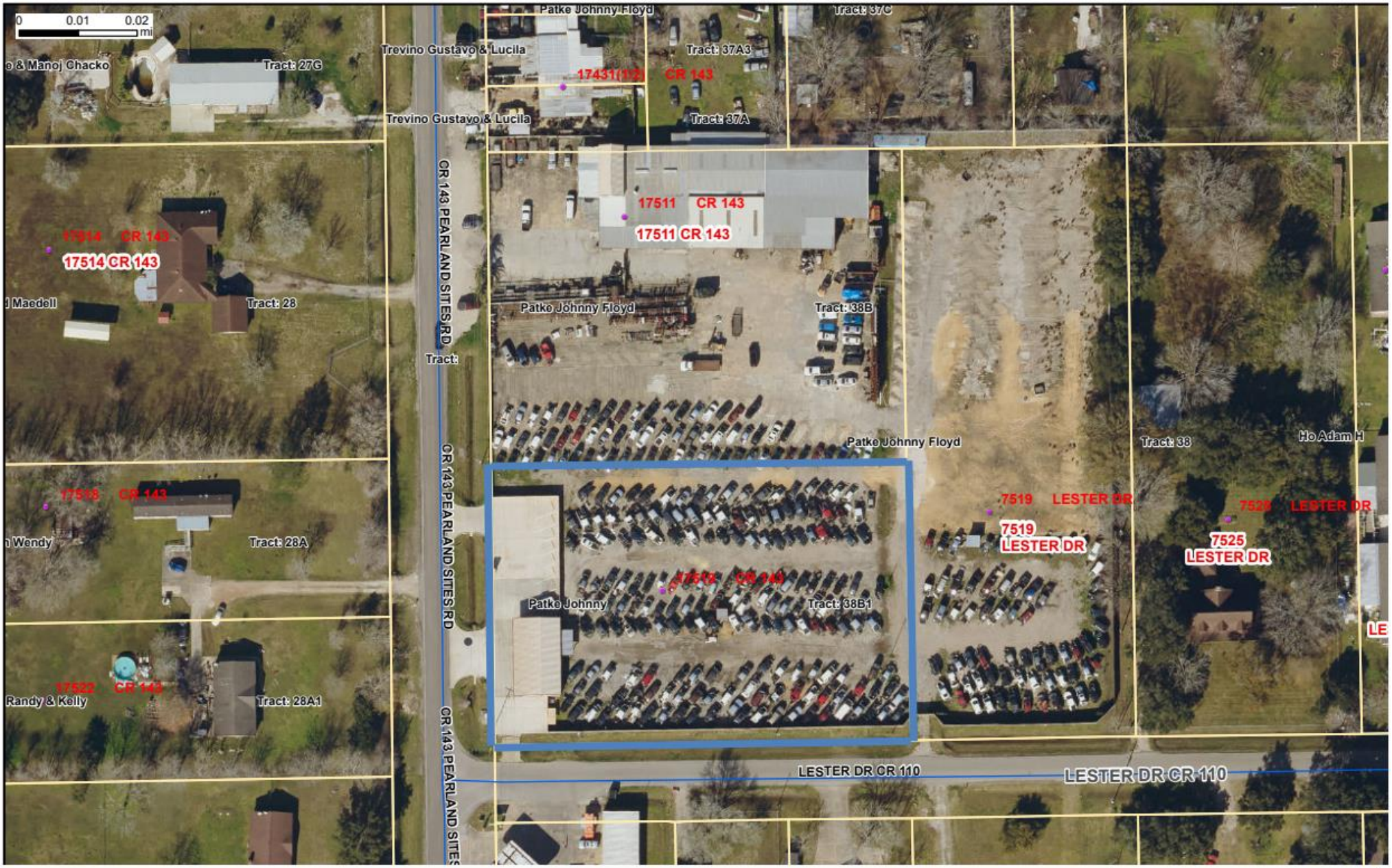
Thank you for your time and attention to this matter. Please do not hesitate to contact me if further information or documentation is needed.

Sincerely,

Feliks Bulatov

On behalf of Bavaria AutoParts

17519 Pearland Sites Rd. Pearland, TX Tract 38B1 Acres 2.00



BRAZORIA COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL SECTION

AUTOMOTIVE WRECKING & SALVAGE YARD

LICENSE

NO. JY-3

THIS LICENSE MUST BE PROMINENTLY DISPLAYED IN PLACE OF BUSINESS AT ALL TIMES

BRAZORIA COUNTY HEALTH UNIT
Health Officer Official Seal
TEXAS U.S.A.

ISSUED TO:

PARTS UNLIMITED
NAME OF ESTABLISHMENT

17511 PEARLAND SITES RD
ADDRESS

JOHNNY PATKE
NAME OF OWNER/OPERATOR

DATE ISSUED: 8/01/2024

EXPIRATION DATE: 8/01/2025

Jenna Hall
SUPERVISOR

Jodie Vick
DIRECTOR

TEXAS REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: JOHNNY PATKE

Address: 17519 PEARLAND SITES RD. PEARLAND, TEXAS
Phone: [redacted] E-mail: JOHNNY@PARTSUNLIMITEDTEXAS.COM
Mobile: [redacted] Fax or Other:

Buyer: FELIX HOLDING GROUP, L.L.C.

Address: 3625 BOSC DR., PEARLAND, TEXAS 77581
Phone: [redacted] E-mail: BAVARIA.TX@GMAIL.COM
Mobile: Fax or Other:

2. **PROPERTY:**

A. "Property" means that real property situated in BRAZORIA County, Texas at 17519 PEARLAND SITES Rd, PEARLAND, TEXAS (address) and that is legally described on the attached Exhibit 1 or as follows:

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	$	[redacted]
B. Sum of all financing described in Paragraph 4	$	[redacted]
C. Sales price (sum of 3A and 3B)	$	[redacted]

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ _____. This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____.

☒ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ _____.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit $ _____ as earnest money with South Land Title L.L.C. (title company) at 2343 N. Main St., Pearland Tx 77581 (address) _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
☒ (a) will not be amended or deleted from the title policy.
☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.

(3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 30 days after the effective date:

☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer - 0 - *(insert amount)* of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

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this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ -0- that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of ____ days by delivering $_____ to the title company as additional earnest money.

N/A (a) $_____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

☐ all or ☐ $_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*

☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☒ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
☒ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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[X] (n) real and personal property tax statements for the Property for the previous 2 calendar years;
[ ] (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
[ ] (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
[X] (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
[ ] (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
[ ] (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: N/A

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

Commercial Contract - Improved Property concerning SEE Exhibit 1

9. BROKERS: N/A

A. The brokers to this sale are:

Principal Broker:	**Cooperating Broker:**
Agent:	Agent:
Address:	Address:
Phone & Fax:	Phone & Fax:
E-mail:	E-mail:
License No.:	License No.:

Principal Broker: *(Check only one box)*
- ☐ represents Seller only.
- ☐ represents Buyer only.
- ☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
- ☐ _____ % of the sales price.
- ☐ _____.

Cooperating Broker a total cash fee of:
- ☐ _____ % of the sales price.
- ☐ _____.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1)
- ☐ _____ days after the expiration of the feasibility period.
- ☒ SEPTEMBER 30, 2025 *(specific date)*.
- ☐ _____.

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a [X] general [ ] special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
N/A (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
N/A (3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) service, utility, maintenance, management, and other contracts; and
(c) warranties and guaranties;
N/A (5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
N/A (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
N/A (4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. **POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

N/A (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

N/A (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing. N/A

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

N/A

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☒ (3) Commercial Contract Financing Addendum (TXR-1931);
☒ (4) Commercial Property Condition Statement (TXR-1408);
☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☒ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☐ (10) Information About Brokerage Services (TXR-2501);
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
☐ (13) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used).*

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).*

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

N/A G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).*

N/A H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

N/A J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).

N/A K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

_____

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Johnny Patke

By: _____
By (signature): x Johnny Patke
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: Felix Holding Group, L.L.C.

By: Feliks Bulatov
By (signature): x
Printed Name: Felix Bulatov
Title: Owner

By: _____
By (signature): _____
Printed Name: _____
Title: _____

NOTARY PUBLIC STATE OF TEXAS
AUDREY LOONEY
MY COMMISSION EXPIRES
02/01/2027
NOTARY ID: 13417794-1

Doc# 2010018877

RECORDED BY
SOUTH LAND TITLE, LLC
GF # LC1001055

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

THAT WE, **ELIAZAR G. SALINAS and wife, RUBY R. SALINAS**, of the County of Brazoria, State of Texas, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration to the undersigned in hand paid by the Grantees herein named, the receipt and sufficiency of which is hereby acknowledged, have **GRANTED, SOLD** and **CONVEYED,** and by these presents do **GRANT, SELL and CONVEY** unto **JOHNNY PATKE** of Brazoria County, Texas, all of the following described real property in Brazoia County, Texas, to-wit:

> 2.0 acres of land situated in the Southwest corner of Lot 38 of a Subdivision of Section 26, H.T. & B.R.R. Co. Survey, Abstract 550, Brazoria County, Texas, according to the plat recorded in Vol. 2, Page 129 of the Plat Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:
>
> BEGIN at a point in the center of County Road 143, said point being the Southwest corner of Lot 38 of a Subdivision of Section 26, H.T. & B.R.R. Co. Survey, Abstract 550, Brazoria County, Texas, for the Southwest corner of the herein described tract and also the PLACE OF BEGINNING;
>
> THENCE North along and with the center of County Road 143 a distance of 247.5 feet to a point for corner;

THENCE East at a distance of 40.0 feet pass an iron rod in the East line of County Road 143 and continue on same course for a total distance of 352.0 feet to an iron rod for corner;

THENCE South at a distance of 217.50 feet pass an iron rod in the North line of County Road 110 and continue on same course for a total distance of 247.5 feet to a point in the center of County Road 110 for corner;

THENCE West along and with the center of County Road 110 a distance of 352.0 feet to the PLACE OF BEGINNING.

This Warranty Deed is executed by the Grantors and accepted by the Grantee subject to all valid and subsisting easements, restrictions, reservations, covenants, conditions and royalty and mineral interests relating to the Property to the extent that same are valid and enforceable against the Property, as same is shown by instruments filed for record in the Office of the County Clerk of Brazoria County, Texas.

BY ACCEPTANCE OF THIS GENERAL WARRANTY DEED, GRANTEE ACKNOWLEDGE THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTORS HAVE NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR SUITABILITY FOR USE OR PURPOSE OF THIS PROPERTY OR ANY PART OR PORTION THEREOF IN ANY RESPECT WHATSOEVER. THE PROPERTY IS SOLD, TRANSFERRED AND CONVEYED "WHERE IS" AND "AS IS". EXCEPT FOR THE EXPRESS WARRANTIES AS TO TITLE, ALL COVENANTS, AGREEMENTS, WARRANTIES OR REPRESENTATIONS ARE HEREBY EXPRESSLY NEGATED.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs, executors, administrators, successors, to **WARRANT** and **FOREVER DEFEND** all and singular the said premises unto the said Grantee, his heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 5 day of May, 2010.

ELIAZAR G. SALINAS

RUBY R. SALINAS

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 5 day of May, 2010, by **ELIAZAR G. SALINAS and wife, RUBY R. SALINAS.**

Notary Public,
State of Texas

SHERESSA SYPHRETT
Notary Public, State of Texas
Commission Expires 08-26-2011

PREPARED IN THE LAW OFFICE OF:
J. J. BROWN, VI
Attorney at Law
38 Wilderness Trail
Friendswood, Texas 77546
(281) 648-1000

RETURN TO GRANTEE:

Mr. Johnny Patke
17511 CR 143
Pearland, TX 77584

e-Recording
Doc# 2010018877
Pages 4
05/05/2010 16:34:16 PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees 24.00

Joyce Hudman

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.15. **8/12/2025**

Increase Judicial Salaries/Supplements per Senate Bill 293

Please approve the increase in judicial salaries and supplements per SB 293. These increases will be effective September 1, 2025 and will affect the District Court Judges, the County Court at Law Judges and the District Attorney.

OFFICE OF COURT ADMINISTRATION

MEGAN LAVOIE
Administrative Director

JUDICIAL SALARIES

The salary of Texas judges varies by court level and years of service. The state base salary of a district judge ($175,000) serves as the benchmark for salary increases based on years of service and for calculating the minimum salaries of the appellate, county court at law, and statutory probate court justices and judges. It is also used as the basis for determining additional salary and supplements for certain judicial officers. The following is a summary of judicial salaries in Texas effective September 1, 2025.

DISTRICT COURT JUDGES

Salary: (Tex. Gov't Code Secs. 659.012(a)(1), 659.012(b), 659.0445, and 32.001)

Years of Service	State Salary	State Longevity Pay	Maximum County Supplement	Total Maximum Compensation
0-4 years (Base Salary)	$175,000	$0	$25,000	$200,000
4-8 years	$192,500	$0	$25,000	$217,500
8+ years	$210,000	$0	$25,000	$235,000
12+ years (Longevity)	$210,000	$10,500	$25,000	$245,500

Calculating Years of Service:

Years of service for purposes of determining the appropriate tier include years of contributing service credit in the Judicial Retirement System Plan I or Plan II while serving as a state district, business, or appellate court judge or justice, and years of service as a judge or full-time associate judge of a district court, statutory county court, multicounty statutory county court, statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It also does not include service as a municipal judge, justice of the peace, constitutional county court judge, part-time associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 659.012(b))

A district judge is entitled to the increased salary beginning with the pay period following the date the judge accrues the years of service for the higher tier.

District Judge County Supplement: (Tex. Gov't Code Sec. 659.012(a)(1), 659.012(e), and 32.001)

District judges are eligible to receive up to $25,000 annually in county supplements. Any supplement amount over $25,000 will result in the district judge's state salary being reduced to maintain the salary differential between district court and court of appeals justices imposed by Sec. 659.012(a)(1), Tex. Gov't Code.

BUSINESS COURT JUDGES

Years of Service	State Salary	Addt'l State Salary	State Longevity Pay	Total Compensation
0-4 years (Base Salary)	$175,000	$25,000	$0	$200,000
4-8 years	$192,500	$25,000	$0	$217,500
8+ years	$210,000	$25,000	$0	$235,000
12+ years (Longevity)	$210,000	$25,000	$10,500	$245,500
Administrative Presiding Judge Add'l Salary	$12,250			

Salary: (Tex. Gov't Code Secs. 659.012(a)(1), 659.012(a-1), 659.012(b), 659.012(d-1), 659.012(e), 659.0445, and 25A.011)

The state salary of a business court judge consists of a base salary equal to the base salary paid to a district court judge with comparable years of service plus additional salary from the state in an amount equal to the maximum annual county supplement a district judge is eligible to receive under Sec. 659.012(a)(1), currently $25,000. Business Court judges are not entitled to county supplements. The administrative presiding judge of the business court is entitled to an additional $12,250 from the state.

Calculating Years of Service:

Years of service for purposes of determining the appropriate tier include years of contributing service credit in the Judicial Retirement System Plan I or Plan II while serving as a state district, business, or appellate court judge or justice, and years of service as a judge or full-time associate judge of a district court, statutory county court, multicounty statutory county court, statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It also does not include service as a municipal judge, justice of the peace, constitutional county court judge, part-time associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 659.012(b))

A business court judge is entitled to the increased salary beginning with the pay period following the date the judge accrues the years of service for the higher tier.

COURT OF APPEALS JUSTICES

1ST – 14TH APPELLATE DISTRICTS

Years of Service	State Salary	State Longevity Pay	Maximum County Supplement	Total Compensation
0-4 years (Base Salary)	$192,500	$0	$12,500	$205,000
4-8 years	$211,750	$0	$12,500	$224,250
8+ years	$231,000	$0	$12,500	$243,500
12+ years (Longevity)	$231,000	$11,550	$12,500	$255,050
Chief Justice Add'l Salary	$13,475			

Salary: (Tex. Gov't Code Secs. 659.012(a)(2), 659.012(a)(5), and 659.0445)

The base salary of a justice on a court of appeals is 110% of the state base salary of a district judge and serves as the benchmark for salary increases based on years of service. The chief justice of a court of appeals is entitled to an additional salary of $13,475 from the state.

Calculating Years of Service:
Years of service for purposes of determining the appropriate tier include years of contributing service credit in the Judicial Retirement System Plan I or Plan II while serving as a state district, business or appellate court judge or justice, and years of service as a judge or full-time associate judge of a district court, statutory county court, multicounty statutory county court, or statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It also does not include service as a municipal judge, justice of the peace, constitutional county court judge, part-time associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 659.012(b))
A court of appeals justice is entitled to the increased salary beginning with the pay period following the date the justice accrues the years of service for the higher tier.

Court of Appeals Justice County Supplement: (Tex. Gov't Code Secs. 659.012(a)(2), 659.012(e), and 31.001)
Court of appeals justices are eligible to receive up to $12,500 annually in county supplements. Any supplement amount over $12,500 will result in the justice's state salary being reduced to maintain the salary differential between court of appeals and supreme court justices imposed by Sec. 659.012(a)(2), Tex. Gov't Code.

15TH APPELLATE DISTRICT

Years of Service	State Salary	State Longevity Pay	Total Compensation
0-4 years (Base Salary)	$205,000	$0	$205,000
4-8 years	$225,500	$0	$225,500
8+ years	$246,000	$0	$246,000
12+ years (Longevity)	$246,000	$12,300	$258,300
Chief Justice Add'l Salary	$14,350		

Salary: (Tex. Gov't Code Secs. 659.012(a)(3), 659.012(a)(5), and 659.0445)
The base salary of a justice on the 15th Court of Appeals is $5,000 less than 120% of the state base salary of a district judge and serves as the benchmark for salary increases based on years of service. The chief justice of the 15th Court of Appeals is entitled to an additional $14,350 from the state.

Calculating Years of Service:
Years of service for purposes of determining the appropriate tier include years of contributing service credit in the Judicial Retirement System Plan I or Plan II while serving as a state district, business, or appellate court judge or justice, and years of service as a judge or full-time associate judge of a district court, statutory county court, multicounty statutory county court, or statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It also does not include service as a municipal judge, justice of the peace, constitutional county court judge, part-time associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 659.012(b))
A justice on the 15th Court of Appeals is entitled to the increased salary beginning with the pay period following the date the justice accrues the years of service for the higher tier.

Court of Appeals Justice County Supplement: (Tex. Gov't Code Secs. 659.012(a)(3) and 31.001)
Justices on the 15th Court of Appeals are not eligible to receive county supplements.

SUPREME COURT JUSTICES AND COURT OF CRIMINAL APPEALS JUDGES

Years of Service	State Salary	State Longevity Pay	Total Compensation
0-4 years (Base Salary)	$210,000	$0	$210,000
4-8 years	$231,000	$0	$231,000
8+ years	$252,000	$0	$252,000
12+ years (Longevity)	$252,000	$12,600	$264,600
Chief Justice/Presiding Judge Add'l Salary	$14,700		

Salary: (Tex. Gov't Code Secs. 659.012(a)(4), 659.012(a)(5), and 659.0445)

The base salary of a justice on the Supreme Court of Texas and a judge on the Court of Criminal Appeals is 120% of the state base salary of a district judge and serves as the benchmark for salary increases based on years of service. The chief justice of the Supreme Court of Texas and the presiding judge of the Court of Criminal Appeals are entitled to an additional $14,700 from the state.

Calculating Years of Service:

Years of service for purposes of determining the appropriate tier include years of contributing service credit in the Judicial Retirement System Plan I or Plan II while serving as a state district, business, or appellate court judge or justice, and years of service as a judge or full-time associate judge of a district court, statutory county court, multicounty statutory county court, or statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It also does not include service as a municipal judge, justice of the peace, constitutional county court judge, part-time associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 659.012(b))

A judge or justice on the Court of Criminal Appeals or the Supreme Court of Texas is entitled to the increased salary beginning with the pay period following the date the judge or justice accrues the years of service for the higher tier.

COUNTY COURT AT LAW JUDGES (CCAL)

Salary: (Tex. Gov't Code Sec. 25.0005)

Years of Service	Minimum County Salary** (assuming maximum District Judge county supplement)*	Maximum County Salary
0-4 years (Base Salary)	$199,000	$244,500
4-8 years	$216,500	$244,500
8+ years	$234,000	$244,500
12+ years	$234,000**	$244,500

**If a district judge is not receiving the maximum county supplement amount of $25,000, the minimum county salary amount for a CCAL judge should be reduced by the difference between the maximum county supplement allowed ($25,000) and the actual county supplement amount being paid to the district judge.*

***If a district judge in the county with comparable years of service is receiving state longevity pay ($10,500 – Tex. Gov't Code Sec. 659.0445(b)), the minimum county salary is $244,500. (See Office of the Attorney General Opinion No. KP-0339 (Oct. 23, 2020)).*

Minimum Salary: (Tex. Gov't Code Sec. 25.0005(a))

A CCAL judge's minimum salary is $1,000 less than the sum of the annual salary for a district judge with comparable years of service as the CCAL judge plus any state and county contributions and supplements paid to a district judge in the county. This is a minimum salary – a CCAL judge may receive a higher salary than the minimum to which the CCAL judge is entitled. (Note that for purposes of this calculation: 1) the total amount of the county supplement received under Sec. 32.001, Tex. Gov't Code, by a district judge of a multicounty judicial district should be included even if the CCAL judge's county only contributes a portion or none of the district judge's supplement amount; 2) if a district judge in the county receives state longevity pay under Sec. 659.0445(b) of the Government Code, this amount should be included when calculating the minimum salary for a CCAL judge with 12 or more years of service, and 3) the salary paid to a regional presiding judge for his or her service as a regional presiding judge is not considered a state or county supplement or contribution).

Maximum Salary: (Tex. Gov't Code Sec. 25.0005(a-2))

A CCAL judge's maximum salary is $1,000 less than the highest salary a district judge can earn (highest salary tier with maximum county supplement plus longevity). For the 2025-26 biennium, a CCAL judge's maximum salary is $244,500 ([DJ Salary of $210,000 + County Supplement of $25,000 + Longevity Pay of $10,500] - $1,000).

Calculating Years of Service: (Tex. Gov't Code Sec. 25.0005(a))

Years of service for purposes of determining the appropriate salary tier include any years of service as a justice or judge of an appellate court, district court, statutory county court, multicounty statutory county court, or statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It does not include service as a municipal judge, justice of the peace, constitutional county court judge, business court judge, associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 25.0005(a-1))

The effective date of an increase to a CCAL judge's minimum salary depends on the reason for the increase. An increase in the judge's minimum salary resulting from the accrual of years of service required for the higher salary is effective on the first day of the county's fiscal year following the date the CCAL judge accrues the years of service required for the increase. An increase in the minimum salary of a CCAL judge due to an increase in the salary of a district judge in the county (e.g., legislative increase, increase in county supplement, state longevity pay) becomes effective on the same day that the district judge's increase becomes effective.

State Contribution Toward Salary: (Tex. Gov't Code Sec. 25.0015)

The amount of the state contribution provided to counties for each CCAL judge in the county is set at 60% of a district judge's base pay. The state contribution remains the same regardless of which salary tier the CCAL judge falls under. Because a district judge's base pay is $175,000, the amount of the state contribution provided to the counties is $105,000.

STATUTORY PROBATE COURT JUDGES (SPC)

Salary: (Tex. Gov't Code Sec. 25.0023)

Years of Service	Minimum County Salary** (assuming maximum District Judge county supplement)*	Maximum County Salary
0-4 years (Base Salary)	$200,000	$244,500
4-8 years	$217,500	$244,500
8+ years	$235,000	$244,500
12+ years	$235,000 **	$244,500

**If a district judge is not receiving the maximum county supplement amount of $25,000, the minimum county salary amount for a SPC judge should be reduced by the difference between the maximum county supplement allowed ($25,000) and the actual county supplement amount being paid to the district judge.*

***If a district judge in the county with comparable years of service is receiving state longevity pay ($10,500 – Tex. Gov't Code Sec. 659.0445(b)), the minimum county salary is $244,500. (See Office of the Attorney General Opinion No. KP-0339 (Oct. 23, 2020)).*

Minimum Salary: (Tex. Gov't Code Sec. 25.0023(a))

A SPC judge's minimum salary is an amount equal to the sum of the annual salary for a district judge with comparable years of service as the SPC judge plus any state and county contributions and supplements paid to a district judge in the county. This is a minimum salary – a SPC judge may receive a higher salary than the minimum to which the judge is entitled. (Note that for purposes of this calculation: 1) the total amount of the county supplement received under Sec. 32.001, Tex. Gov't Code, by a district judge of a multicounty judicial district should be included even if the SPC judge's county only contributes a portion or none of the district judge's supplement amount; 2) if a district judge in the county receives state longevity pay under Sec. 659.0445(b) of the Government Code, this amount should be included when calculating the minimum salary for a SPC judge with 12 or more years of service, and 3) the salary paid to a regional presiding judge or the presiding judge of the statutory probate courts in the state for their service as presiding judges is not considered a state or county supplement or contribution.)

Maximum Salary: (Tex. Gov't Code Sec. 25.0023(a-2))

A SPC judge's maximum salary is $1,000 less than the highest salary a district judge can earn (highest salary tier with maximum county supplement plus longevity). For the 2025-26 biennium, a SPC judge's maximum salary is $244,500 ([DJ Salary of $210,000 + County Supplement of $25,000 + Longevity Pay of $10,500] - $1,000).

Calculating Years of Service: (Tex. Gov't Code Sec. 25.0023(a))

Years of service for purposes of determining the appropriate salary tier include any years of service as a justice or judge of an appellate court, district court, statutory county court, multicounty statutory county court, or statutory probate court, or as a district attorney, criminal district attorney, or county attorney. It does not include other established service credit, such as military service credit under Secs. 833.103 and 838.103, Tex. Gov't Code. It does not include service as a municipal judge, justice of the peace, constitutional county court judge, business court judge, associate judge, referee, master, or magistrate.

Effective Date of Salary Increases: (Tex. Gov't Code Sec. 25.0023(a-1))

The effective date of an increase to a SPC judge's minimum salary depends on the reason for the increase. An increase in the judge's minimum salary resulting from the accrual of years of service required for the higher salary is effective on the first day of the county's fiscal year following the date the SPC judge accrues the years of service required for the increase. An increase in the minimum salary of a SPC judge due to an increase in the salary of a district judge in the county (e.g., legislative increase, increase in county supplement, state longevity pay) becomes effective on the same day that the district judge's increase becomes effective.

State Contribution Toward Salary: (Tex. Gov't Code Sec. 25.00211)

The amount of the state contribution provided to counties for each SPC judge in the county is set at 60% of a district judge's base pay. The state contribution remains the same regardless of which salary tier the SPC judge falls under. Because a district judge's base pay is $175,000, the amount of the state contribution provided to the counties is $105,000.

CONSTITUTIONAL COUNTY JUDGES

Years of Service	State Salary Supplement
0-4 years	$31,500
4-8 years	$34,650
8+ years	$37,800

State Supplement: (Tex. Gov't Code Sec. 26.006(a))

A constitutional county court judge is entitled to an annual salary supplement from the state in an amount equal to 18 percent of the annual salary paid to a district judge with comparable years of service as the county judge as set by the General Appropriations Act in accordance with Tex. Gov't Code Section 659.012 if at least 18 percent of the: (1) functions that the judge performs are judicial functions; or (2) total hours that the judge works are in the performance of judicial functions.

LOCAL ADMINISTRATIVE DISTICT JUDGE SUPPLEMENT

# OF COURTS		PERCENTAGE OF DISTRICT JUDGE BASE SALARY	$ AMOUNT
MIN	MAX		
0	2	0%	$0
3	4	3%	$5,250
5	9	5%	$8,750
10 +	-	7%	$12,250

State Supplement: (Tex. Gov't Code Sec. 659.012(d))

A district judge who serves as a local administrative district judge under Tex. Gov't Code Sec. 74.091 is entitled to additional annual compensation from the state equal to a certain percentage of a district judge's base salary based on the number of courts in the county.

Judge Date	By End FY26 08/31/2026	Court	Base Salary	Juvenile Directors Board	Total Salary	New Base effective 09/01/2025	Increase	Benefits
01/01/23	3y/8m	CCL 1 Judge	169,500	1,500	171,000	215,000	45,500	10,068
01/01/21	5y/8m	CCL 2 Judge	155,500	1,500	157,000	197,500	42,000	9,293
10/17/08	17y/10m/15d	CCL 3 Judge	191,900	1,500	193,400	243,000	51,100	11,307
01/01/07	19y/8m	CCL 4 Judge	191,900	1,500	193,400	243,000	51,100	11,307
01/01/23	3y/8m	DC 149th	16,500	1,500	18,000	25,000	7,000	1,545
*3/30/2022	4y/5m	DC 239th	16,500	1,500	18,000	25,000	7,000	1,545
01/01/23	3y/8m	DC 300th	16,500	1,500	18,000	25,000	7,000	1,545
01/01/19	7y/8m	DC 412th	16,500	1,500	18,000	25,000	7,000	1,545
09/01/19	7y	DC 461st	16,500	1,500	18,000	25,000	7,000	1,545

*DC 239th Judge had 9 months of service from 01/01/2019-09/30/2019, re-elected 01/01/2023
We use an anniversary date of 03/30/2022 to track his time as a judge

Travel

10/1/2020		District Attorney	21,500	1,884	23,384	28,500	7,000	1,545

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.16. **8/12/2025**

457 Plan Consulting Agreement with Global Retirement Partners, LLC (HUB)

The Court hereby approves Global Retirement Partners, LLC (HUB) as Brazoria County's authorized consultant for the employee retirement 457 (b) plan transition from One America (American United Life) to VOYA.

The Court hereby approves Global Retirement Partners, LLC (HUB) as Brazoria County's authorized consultant, retirement plan advisor for the employee retirement 457 (b) plan with VOYA.

The County Judge is authorized to execute all documents necessary for this agreement, upon review and approval by the District Attorney's Office - Civil Division.

Consulting Agreement

Plan Profile – Summary of Services – Fees

Effective Date 08/01/2025

Plan Profile

* = required information

Name of Plan*			
Brazoria County Deferred Compensation Plan			
Name of Employer/Plan Sponsor ("Client")*	**Address***		
Brazoria County	237 E Locust St. #401		
Employer Tax ID*	**City***	**State***	**Zip***
74-6000044	Angleton	TX	77515
Plan Tax ID *(if different than Employer ID)*	**Phone Number***	**Email***	
	(979) 864-1797	matts@brazoriacountytx.gov	
Name of Recordkeeper/Platform Provider[1]*		**Plan ID**	
Voya		See below	

Consultant Representative(s)*	Comp Code*
Darrell Ellisor & Janine Moore	9V9Y

Additional information about Client and the Plan may be added to Exhibit A attached hereto.

Summary of Services

Check all that apply. A description of each service may be found in Exhibit B, attached hereto.

Available Services
☑ Service Provider Liaison
☑ Plan Governance and Education
☑ Participant Enrollment – up to 1 sessions/year
☑ Participant Education – up to 1 sessions/year
☐ Financial Wellness Services[2]
☑ Plan Search Support/Vendor Analysis
☑ Benchmarking Services
☑ Assistance Identifying Plan Fees
☐ Plan Design Consulting[3]
☐ Other (describe services in Additional Comments section on page 2)

Clear Page

[1] If more than one platform provider, please input the additional providers in the Additional Information section in Exhibit A.
[2] Separate fees may apply.
[3] Please see Fees section on next page.

Fees and Expenses

Check all that apply.

☐ Annual Asset-Based _____ bps or Tiered or Breakpoint*	Frequency: ☐Monthly ☐Quarterly ☐Semi-Annually ☐Annually** Timing: ☐In advance ☐In arrears | Billing: ☐Plan Assets[4] ☐Client[5]
☐ Annual Flat Fee $ _____	Frequency: ☐Monthly ■Quarterly ☐Semi-Annually ☐Annually** Timing: ☐In advance ■In arrears | Billing: ☐Plan Assets[4] ■Client[5]
■ One-time Project Fee $ 7,500.00 ☐ Plan Assets ■ Client	Please attach a Statement of Work regarding the project.
☐ Ongoing Project Fees[6] ☐ Education ☐ Enrollment	Education: $ _____ per _____ session | Enrollment: $ _____ per _____ session or Education: $ _____ for _____ sessions | Enrollment: $ _____ for _____ sessions *(Travel expenses not included)*
☐ Settlor Services $_____ /year Settlor fees cannot be paid out of plan assets. See Section 3.a(1) regarding Fees and Expenses permitted to be paid out of plan assets, and those that are not (i.e., settlor expenses).	**For Hybrid Fees,** when fees include a combination of asset-based and flat fees, please complete both the Asset-Based and Flat Fee sections. **For COLA adjustments,** please identify the amount or formula, the frequency and when the adjustment should be made in Additional Comments and Notes below. ****Annual Payments,** Annual payments cannot be paid in advance. Advanced payments may only be made semi-annually or a lesser frequency

Additional Comments and Notes

Effective 8/1/2025 and ending 12/1/2025.

Plan numbers: B00290, B00291, G44599, G74186, G76943

☐Tiered or ☐Breakpoint[8]	
Value of Plan Assets	☐bps or ☐flat fee
$0 -	
-	
-	
-	
and up	

Clear Page

[4] By checking this box, Client is authorizing and instructing the recordkeeper/platform provider to deduct Fees from Plan Assets. Fees shall be calculated according to the method and valuation as determined by Client's agreement with the recordkeeper/platform provider.

[5] By checking this box, Fees will be billed by Consultant to the Client based on the valuation at the end of the time period, due upon receipt and as specified herein.

[6] Complete this section only if education or enrollment fees will be charged separately.

[7] A "tiered basis" will multiply the stated fee percentage for each separate asset range to the applicable plan assets in the asset range. The products of those calculations will then be added together to calculate the total fee. A "breakpoint basis" will multiply the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

Agreement

This CONSULTING AGREEMENT ("Agreement") is made by and between Global Retirement Partners, LLC ("Consultant"), through its individual consultants associated with HUB Retirement & Wealth Management/Global Retirement Partners (each a "Consultant Representative"), and the above-referenced client ("Client") regarding the retirement plan identified in the Plan Profile (singularly and collectively, the "Plan"). Consultant and Client shall be individually referred to as a "Party" or collectively, as the "Parties." This Agreement shall be effective as of the Effective Date upon an authorized designated employee of Consultant signing the Agreement.

1. ACKNOWLEDGEMENT AND DISCLOSURES

a. Client acknowledges that sufficiently before this Agreement, it received information from Consultant regarding the Services (as defined below), compensation, and any conflicts of interest to make an informed decision to engage Consultant ("Disclosure Materials").

b. Client acknowledges that the Disclosure Materials, including but not limited to Sections 2, 3, 6.a, 6.c, and 10 of this Agreement, satisfy any disclosures required by Applicable Law (as defined below).

c. "Applicable Law" includes, as the circumstances permit, the Employee Retirement Income Security Act of 1974 ("ERISA"); the Internal Revenue Code ("Code"); state laws applicable to retirement plans, and privacy and information security laws governing the use, disclosure, and safeguarding of nonpublic personal information.

2. SERVICES

Consultant, through its Consultant Representatives, agrees to provide the services selected above in the Summary of Services, as more fully described in Exhibit B ("Services"). Consultant shall not provide, nor be deemed to be providing, any services to the Plan or Client other than the Services expressly agreed to in this Agreement. Failure to mark a box is an express indication that Consultant shall not perform such service. In addition, Consultant from time-to-time shall provide general educational services about retirement plans for Client and the participants of the Plan.

a. Cooperation. Each Party agrees to cooperate fully in the furtherance of this Agreement. Client shall provide timely and accurate data, documents, and information about the Plan, its participants and beneficiaries, assets, and other relevant information ("Information") and shall cause or authorize the Plan's custodian, recordkeeper, administrator, investment providers and other third parties ("Service Providers") to provide Information to Consultant so that Consultant can perform the Services. Client also authorizes Consultant to obtain Information from Service Providers that Consultant may reasonably require to perform the Services. Such information includes plan and participant data, and Client consents to the use of such information by Consultant in the furtherance of the Services provided herein.

Client agrees that all Information provided to Consultant shall be true, correct, timely, and complete in all material respects. Client acknowledges that Consultant may rely on such Information without verifying its accuracy, nor shall Consultant guarantee the Information that it receives. Client agrees to promptly notify, or cause the Service Providers to notify, Consultant of any changes or errors in the Information, and promptly provide any updated or additional Information as may be reasonably requested by Consultant.

Upon timely written request by Client, Consultant will timely disclose relevant information related to this Agreement which is required under Applicable Law.

b. Limitation of Services. Client understands and agrees that in providing the Services:

(1) Service Providers. Consultant will not act, or assume any duties, as the Plan's custodian, trustee, recordkeeper, third-party administrator, or other service providers to the Plan. Client shall be responsible for selecting and paying fees to these Service Providers.

(2) Administration. Consultant will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, including but not limited to the determination of eligibility or participation under the Plan, benefit claims, vesting, or the approval of distributions to be made by the Plan.

(3) Tax and Legal Advice. Consultant shall not provide legal, accounting or tax advice to Client or the Plan.

(4) Class Actions. Consultant is not responsible (a) for monitoring whether any class action lawsuits have been filed pertaining to investments in the Plan, or (b) for determining whether the Plan is eligible or should participate in a class action.

(5) Plan Compliance. Consultant shall not be responsible for the Plan's compliance with the Plan's governing documents or Applicable Law, including but not limited to qualification requirements of the Code which may include receipt of a favorable qualification letter, determining or timely transmittal of plan contributions, filing of required government reports, or preparing or delivering notices or communications to the Plan's participants, or for notifying Client that any such notices or communications are required.

3. FEES AND EXPENSES

a. Fees. Client agrees to pay Consultant the fees solely for the Services provided herein, in the manner set forth on page 2 of this Agreement ("Fees"). The Fees do not include fees charged by the Service Providers, investments, insurance contracts, other investment providers, or as described in Exhibit B hereto.

(1) Plan Assets. Client represents that it shall determine and ensure that any Fees paid out of Plan assets are permissible in all respects under the Plan's governing documents and Applicable Law, and specifically authorizes such payment in accordance with Section 2, at the Consultant's direction. Client agrees that no fees or expenses related to settlor functions, such as decisions relating to formation, design, and termination of the Plan, unless otherwise permissible by Applicable Law, shall be paid out of Plan assets.

(2) Valuation. In calculating any asset-based Fees, Consultant may rely upon the valuation of assets provided by Client or the Plan's custodian or recordkeeper without independent verification. Unless Consultant agrees otherwise, no adjustments or refunds will be made in respect to any period for (a) appreciation or depreciation in the value of Plan assets during that period, (b) any partial withdrawal of assets from Plan assets during that period, and (c) all Fees shall be based on the total value of the assets in the account without regard to any debit balance.

(3) Accuracy and Errors. Client shall verify the accuracy of all Fees paid under this Agreement. Any miscalculation known to Consultant resulting in overpayment by Client or the Plan will be refunded promptly. Otherwise, Consultant shall have no liability regarding the Fees.

(4) Unpaid Fees. If any Fees remain unpaid after thirty (30) days, Client authorizes custodian or recordkeeper to pay the permissible Fees under Section 3.a(1) directly from Plan assets at the direction of the Consultant.

b. **Expenses.** In addition to the Fees and other expenses stated herein, Client and/or the Plan agrees to reimburse Consultant for reasonable expenses associated with responding to subpoenas, preparing documents for litigation or regulatory investigations, preparing or providing testimony in litigation or regulatory investigations (including travel or Consultant's attorneys' fees), unless Consultant and/or Consultant Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

4. CONFIDENTIALITY AND PRIVACY

Each Party (in such capacity, the "Receiving Party") agrees to keep Confidential Information (as defined below) of the other Party (in such capacity, the "Disclosing Party") in strict confidence and in a manner set forth in the Information Security section of this Agreement.

a. **Confidential Information.** As used in this Agreement, "Confidential Information" means (1) information designated by the Disclosing Party as confidential, (2) information that is reasonably and customarily construed as proprietary or confidential, and (3) information deemed to be "nonpublic personal information," "personally identifiable information," or similar terms as defined under Applicable Law.

b. **Exceptions.** The term Confidential Information does not include any information which (1) is in the public domain through no fault or breach by the Receiving Party in violation of this Agreement, (2) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (3) was developed independently of, and without the use of or access to, any Confidential Information exchanged under this Agreement.

c. **Use.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the purposes and furtherance of this Agreement and not to make each other's Confidential Information available to a third-party, except that Confidential Information may be used or disclosed (1) to a Party's officers, directors or employees (and those of its affiliates) who have a business need to know such Confidential Information, (2) to a Party's attorneys, accountants, consultants, agents, independent contractors, Service Providers, subcontractors, or professional advisors who (a) have a business need to know such Confidential Information and (b) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to the obligations set forth herein, (3) for general educational purposes to Client and its participants from time to time, and (4) as agreed to by the Parties for the benefit of the Plan and its participants and beneficiaries. Consultant also may use Confidential Information as described in Consultant's Privacy Policy and to enhance or improve existing services, and to develop new services, in each case under obligations of confidentiality at least as restrictive as those contained herein and in a manner that does not specifically identify any of Client's Confidential Information.

d. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information as required to be disclosed under Applicable Law or pursuant to an order of a court or administrative body; provided, that, with regard to each such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice of such request or order (to the extent permitted by Applicable Law), and shall, at Disclosing Party's option and sole expense, cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action. If such protective order or other remedy is not obtained after commercially reasonable efforts, the Receiving Party, without liability under this Agreement, may furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, the Receiving Party is not required to notify the Disclosing Party if disclosure of Confidential Information is made to a regulatory agency, self-regulatory organization, or governmental agency in the course of such authority's routine examinations or inspections not targeted at the Disclosing Party and any such disclosure shall be permitted.

e. **Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither Party shall acquire any intellectual property rights of the other Party. The Parties shall not use each other's names, logos, trademarks, or other intellectual property without the prior written consent of the Party whose name, logo, trademark, or other intellectual property is contemplated for use.

f. **Return of Confidential Information.** Upon written request by the Disclosing Party, the Receiving Party shall: (1) return to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, and/or (2) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party; provided, however, that the Receiving Party is entitled to retain copies of such Confidential Information as it is required to retain pursuant to Applicable Law or internal document retention policies, that are electronically stored or archived in the ordinary course of business, and for defending or maintaining any litigation relating to this Agreement, in each case subject to the confidentiality and non-use obligations set forth herein.

g. **Injunctive Relief.** A Party may seek injunctive relief pursuant to Section 14.b for any breach or threatened breach of this Section 4.

5. INFORMATION SECURITY/DATA COLLECTION

a. **Information Security.** Each Party shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information, including measures as required by Applicable Law. Each Party must hold Confidential Information to at least the same extent that the Party maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by Applicable Law. Each Party shall provide each other with the information regarding such security safeguards upon the reasonable request of the other Party.

b. **Data Breach Notification.** In the event of an actual data, network, or security breach by a Party that affects the confidentiality of the other Party's Confidential Information, the breached Party will promptly notify the other Party subject to Applicable Law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving client data without prior written approval from the other Party. The breached Party agrees to take reasonable measures to mitigate and notify about the breach pursuant to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

a. **Mutual.** Each Party represents and warrants that:

(1) It is duly organized, validly existing and in good standing under Applicable Law.

(2) It shall obtain and maintain any authorizations, permits, certifications, licenses, filings, approvals, registrations, or consents from any third party or governmental authority in connection with this Agreement.

(3) It has the full legal authority to enter into this Agreement and to perform its obligations hereunder.

(4) This Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(5) It complies and will comply with Applicable Law in the performance of its obligations hereunder. If an amendment of this Agreement becomes necessary to comply with Applicable Law, it agrees to amend this Agreement as reasonably necessary to comply.

(6) It has had the opportunity to obtain independent accounting, financial, investment, legal, tax or other appropriate advice related to this Agreement; and, it has carefully read and fully understands the terms and consequences of this Agreement.

(7) It understands and agrees that Consultant Representatives are not parties to this Agreement.

b. Client. In addition to any other representations and warranties in this Agreement, Client represents and warrants that:

(1) It has the power and authority to appoint Consultant under the terms of the Plan, and to enter contractual arrangements with third parties to assist in the discharge of these and related duties.

(2) It has reviewed and considered the contents of the Agreement and has determined (a) the Services to be authorized by the Plan, consistent with and in the best interest of the Plan and its participants, and necessary for the operation of the Plan, and (b) the Fees are reasonable and appropriate for the Services rendered.

(3) It understands and agrees that Consultant and Consultant Representatives do not perform the Services as a fiduciary under Applicable Law, nor the Services considered the providing of investment advice.

(4) It will provide Consultant with copies of the Plan, trust documents, and amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents, all of which meet the applicable retirement plan and trust requirements under the Code and regulations thereunder.

(5) The individual signing the Agreement has been duly appointed by corporate action, or is duly authorized by law, to sign on behalf of the Client and Plan, and no other signatories are required.

(6) It will operate and administer the Plan in compliance with Applicable Law.

(7) It will promptly notify about and provide Consultant with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Consultant's performance of Services.

(8) It understands that Consultant will not engage in activity identified in Section 2.d as part of the Services.

(9) Consultant may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking distributions from the Plan or investing distributions. These other services will not be part of the Services of this Agreement and will be pursuant to a separate agreement with the participant.

c. Consultant. In addition to any other representations and warranties in this Agreement, Consultant represents and warrants that:

(1) All personnel providing Services hereunder shall be appropriately licensed as required by Applicable Law.

(2) No judicial, administrative, or regulatory proceeding, investigation or administrative charge or complaint is pending or threatened, which could result in any material adverse change in its financial condition, operating results, or business or which would reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder.

(3) It will disclose to Client any material changes to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Consultant acquires knowledge of the material change or as otherwise required

by Applicable Law (unless such disclosure is precluded due to extraordinary circumstances beyond Consultant's control, in which case the information will be disclosed as soon as practicable).

(4) If Consultant makes an unintended error or omission in disclosing information to Client, Consultant will disclose the correct information to Client as soon as practicable but not later than thirty (30) days from the date Consultant knows of the error or omission.

(5) It does not receive any direct or indirect compensation from the providers of investment products, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by Consultant's employees or Consultant Representatives to attend industry and educational events, as well as to learn about the provider's products and to host client events. As a result, the only compensation Consultant receives for its provision of Services under this Agreement are the fees specified herein.

7. INDEMNIFICATION

a. Consultant. Consultant shall indemnify, defend, and hold harmless Client, its directors, employees, representatives, and the Plan from and against any and all third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to Consultant's (1) material breach of this Agreement, or (2) gross negligence, or intentional misconduct; provided that, in any case, such indemnification shall not apply in the case of Client's or the Plan's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.

b. Client. Client and the Plan shall, to the extent permitted by Applicable Law, indemnify, defend, and hold harmless Consultant, its directors, employees, representatives, and Consultant Representatives from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to (1) Client's material breach of this Agreement, breach of fiduciary duty, gross negligence, or intentional misconduct, (2) claims related to this Agreement that are made by Client's employees or Plan participants, or (3) any acts or omissions by another Plan fiduciary or Service Provider; provided that, such indemnification shall not apply in the case of Consultant's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.

c. Notice and Procedure. An indemnified party seeking indemnification will promptly notify the indemnifying party of any claim for indemnification and allow the indemnifying party to control the defense of such claim; provided, however, that the failure to provide timely notice will not relieve the indemnifying party from any liability hereunder except to the extent such failure materially prejudices the indemnifying party's rights. The indemnifying party may not settle any claim (1) that involves a remedy other than the payment of money by the indemnifying party without the indemnified party's reasonable written consent; and (2) no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement. In the event the indemnifying party fails to promptly assume the defense of the claim or to promptly and reasonably conduct the defense, the indemnified party will have the right to control the defense of the claim, at the sole cost and expense of the indemnifying party.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS (INCLUDING CONSULTANT REPRESENTATIVES) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. Consultant will not be responsible or liable for the acts, failures to act, or omissions by Client, its employees or agents, any other fiduciary of the Plan, current or former Service Providers, or any participant under the Plan.

9. NON-EXCLUSIVITY

Client understands that Consultant may perform services similar to the Services for other clients. Client recognizes that Consultant may take action in the performance of its duties for other clients (including those who may have similar retirement plan arrangements as Client) that may differ from or in the timing and nature of action taken, with respect to the Plan or Client. Consultant has no obligation to perform for Client in the same manner as it may perform for any of its other client.

10. TERM AND TERMINATION

a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the terms of this Agreement.

b. **Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, (2) immediately upon a material breach (including unpaid Fees), which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party, or (3) immediately when a Party files bankruptcy or receivership or is declared to be insolvent; a Party has its corporate authority revoked or has necessary licenses withdrawn, suspended or revoked by a regulatory authority; a legally enforceable and binding notice from a regulatory authority requiring a party to terminate the Agreement; or, upon the advice of counsel, continuation of this Agreement would violate Applicable Law.

c. **Fees Obligations.** If Fees are paid in arrears, Consultant shall be entitled to its pro rata fees through the date of termination. If fees are paid in advance, any unearned fees will be returned.

d. **Services.** Except as set forth herein or as agreed to by the Parties, all Services shall cease on the date this Agreement is terminated.

e. **Pending Transactions.** Termination shall not affect the liabilities or obligations of the Parties arising from transactions initiated before the date of termination, and such liabilities and obligations shall survive the termination of this Agreement until such time they have been performed.

f. **Reasonable Assistance.** Upon termination of this Agreement, Consultant agrees to provide reasonable assistance to Client in Client's transition to a new Consultant.

g. **Survival.** The following Sections shall survive termination of this Agreement: 3 – 10 and 14.

11. RESERVED

12. SUBCONTRACTORS

Consultant may engage third parties as subcontractors in the furtherance of Consultant performing the Services; provided that Consultant will oversee and be responsible for any subcontractor, and any agreement entered into between Consultant and a subcontractor is consistent with the terms of this Agreement and includes a confidentiality provision and an information security provision that is at least as restrictive as Sections 4 and 5 of this Agreement.

13. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client also authorizes Consultant to deliver documents and communicate with the Plan and its participants or beneficiaries using electronic means, including email and posting to a website. Client, and not Consultant, is responsible for determining whether the use of such electronic communication complies with Applicable Law.

14. DISPUTE RESOLUTION

a. **Arbitration.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The Parties hereby agree that judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction.

b. **Injunctive Relief.** Notwithstanding Section 14.a, each Party acknowledges that nothing in this Agreement shall preclude either Party from seeking equitable relief, including but not limited to temporary and/or permanent injunctive relief, for any breaches of the Agreement where the non-breaching party may suffer irreparable harm and damages cannot be calculated and would be an inadequate remedy. Each party hereby waives any requirement for the posting of a bond or any other security in connection therewith.

c. **Waiver of Jury Trial.** Notwithstanding Section 14.a, if a dispute cannot be arbitrated and must be resolved in court, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.

d. **Costs and Attorneys' Fees.** For any proceeding, claim or cause of action brought by a Party, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses incurred by such party, including without limitation reasonable attorneys' fees.

15. Miscellaneous

a. **Independent Contractor.** The Parties are independent contractors of each other. Nothing in this Agreement shall create or be deemed to create a relationship of employer/employee, principal/agent, joint venture, partnership, franchise, or other legal relationship.

b. **Governing Law.** Unless preempted by federal law (including the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the state of the Client, without reference to its conflicts of law provisions.

c. **Entire Agreement; Binding Effect.** This Agreement, including, any exhibits, schedules, incorporations by reference, amendments and addenda, contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.

e. **Amendment.** Advisor may amend this Agreement pursuant to the procedures set forth in Section 15.g. No other amendments of this Agreement shall be valid unless in writing and signed by both Parties.

f. **Assignment.** Neither Party may assign or delegate this Agreement without the written consent of the other Party; provided, however, subject to Applicable Law, that in the event of a change of control or ownership of Consultant that would result in an "assignment" under Applicable Law, Consultant may assign this Agreement pursuant to the procedures set forth in Section 15.g. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

g. **Procedures for Negative Consent for Certain Amendments and Assignments.** Consultant may amend the Agreement pursuant to Section 15.e or assign pursuant to Section 15.f by giving Client at least sixty (60) days' advance written notice of the terms of the assignment or amendment. Notice shall be given in a manner set forth in Section 15.j. The notice will (1) explain the terms of the amendment or assignment, (2) fully disclose any resulting changes in the Parties because of the amendment or assignment, (3) identify the effective date of the amendment or assignment, (4) explain the other Party's rights to object to and reject the amendment or assignment, and, if applicable, to terminate the Agreement and the consequences thereof, and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the amendment or assignment before the date on which it becomes effective, Client will be deemed to have consented to the amendment or assignment. If Client rejects the amendment or assignment, Consultant will not be authorized to amend or assign this Agreement and will have authority to terminate this Agreement under Section 10.

h. **Waivers or Limitations.**

(1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under Applicable Law.

(2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach of default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

i. **Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of a Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

j. **Notice.** All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client	**Consultant**
The address indicated in the Plan Profile	Global Retirement Partners, LLC Attn: Chief Compliance Officer 4340 Redwood Highway, Suite B60 San Rafael, CA 94903

k. **Third-Party Beneficiary.** This Agreement shall not be construed as granting any rights or benefits to third parties, including by way of example and not limitation, participants of the Plan, independent contractors, consultants, or other agents of the Parties, unless required by Applicable Law.

l. **Headings.** All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: L.M. Matt Sebesta

Title: County Judge

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Consultant Representative confirms the Services to be provided under this Agreement. Consultant Representative only confirms the Services and is not considered a party to this Agreement.

By: _____

Name: Darrell Ellisor

Date: _____

Exhibit A – Additional Information about the Client and Plan

Additional Client Profile Information

* = required information

Mailing address (if different)		
237 E Locust St. #203		
City	State	Zip
Angleton	TX	77515
Billing Contact*	Billing Phone*	Billing Email*
Courtney Lucek	(979) 864-1810	clucek@brazoriacountytx.gov

Additional Plan Profile Information

Plan Type		Participant or Trustee Directed
☐ 401(k)	☐ 401(a)	■ Participant Directed
☐ 403(b)	☐ Other	☐ Trustee Directed
■ 457(b)		☐ Both (explain)
Promoter Information (if applicable)		
Promoter Name: Julian Fontana		

Clear Page

Exhibit B

Consulting Services

Service Provider Liaison. Consultant shall assist the Client by acting as a liaison to the Service Providers to the Plan, including coordinating with the Service Providers in gathering information or documents for Client, but only under instructions from Client with the understanding that Consultant will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Consultant will provide education, training, and/or guidance for the Plan's fiduciaries and/or Plan committee. Such services shall be mutually agreed to by the Parties, which may include investment education (e.g., general financial, investment and retirement information; asset allocation; and interactive investment materials), educating on fiduciary and compliance responsibilities, reviewing objectives and options available through the Plan, reviewing participant education and communication strategies and reports to monitor the Service Providers, use of spending, forfeiture or other similar accounts, developing and maintaining audit ready fiduciary files, attending periodic meetings with the Plan committee, and analyzing the Plan's investments compared to the benchmarks set by the IPS.

Participant Enrollment. Consultant will assist Client in enrolling eligible participants in the Plan, which may include conducting enrollment and educational meetings about the benefits of participating in the Plan and the impact contributing will have on retirement.

Participant Education. Consultant will provide educational services to participants. Such services may include, without providing personalized investment recommendations or advice, (1) in-person or virtual group sessions, (2) printed materials (e.g., posters, payroll stuffers, emails), (3) providing information about the Plan; general financial, investment, and retirement information; asset allocation models; market updates; interactive investment materials; and retirement options for terminated employees, (4) providing education about plan fees and expenses, and (5) helping participants assess their retirement readiness. For the avoidance of doubt regarding investment education, Consultant's services shall be provided in accordance with U.S. Department of Labor (DOL) Interpretative Bulletin 96-1.

Financial Wellness Services. Consultant will provide financial wellness services through interactive software that it licenses to use with participants or refer Client to an affiliated or unaffiliated third party that provides such wellness services. Such services do not involve the provision of personalized investment advice or recommendations. Such services may require Client to enter into a separate agreement with the affiliated or unaffiliated third party and pay a fee for such services in addition to the Fees paid herein. If Client pays for wellness services out of Plan assets, Client understands that only participants of the Plan (and not all of Client's employees) may receive such services.

Plan Search Support/Vendor Analysis. Consultant will assist Client with the preparation, distribution and/or evaluation of requests for proposals or requests for information from current or potential vendors for selection by the Plan, as well as interviewing such potential vendors. Consultant also will assist Client with conversions to the selected vendor. In performing service provider search support services, Consultant acts solely in a non-investment capacity.

Benchmarking Services. Consultant will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

Assistance Identifying Plan Fees. Consultant will assist Client in identifying and monitoring the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communication and/or other services provided to the Plan.

Plan Design Consulting. Consultant will consult with Client about amending an existing Plan, terminating an existing Plan, or creating a new Plan, as Client may reasonably request and in advance of the change. This service is intended to be limited in scope, incidental to the Services otherwise contemplated by this Agreement, and paid for directly by the Client or, if permitted by Applicable Law, the Plan.

1009

Retirement Plan Advisory Agreement

(For use with Non-ERISA plans)

HUB

Plan Profile – Summary of Services – Fees

Effective Date 12/01/2025

Plan Profile

* = required information

Name of Plan*			
Brazoria County Deferred Compensation Plan			
Name of Employer ("Client")*		**Address***	
Brazoria County		237 E Locust St. #401	
Employer Tax ID*	**City***	**State***	**Zip***
74-6000044	Angleton	TX	77515
Plan Tax ID *(if different than Employer ID)*	**Phone Number***	**Email***	
	(979) 864-1797	matts@brazoriacountytx.gov	
Name of Recordkeeper/Platform Provider[1]*		**Plan ID**	
Voya		See Below	

Advisor Representative(s)*	Comp Code*
Darrell Ellisor & Janine Moore	9V9Y

Additional information about Client and the Plan may be added to Exhibit A attached hereto. Such information may be updated by a Party without amending this Agreement pursuant to the notice requirements set forth herein.

Summary of Services

Check all that apply. A description of each service may be found in Exhibit B, attached hereto.

Advisory Services

- ☐ Investment Advice Capacity *(check all that apply)*
  - ☐ Investment Selection and Monitoring
  - ☐ Default Investment Alternatives
  - ☐ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ■ Investment Manager Capacity *(check all that apply)*
  - ■ Discretionary Investment Selection, Management and Monitoring of Investments
  - ■ Default Investment Alternatives
  - ■ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ■ Investment Policy Statement
- ☐ Non-Discretionary Participant Advice

Clear Services

Non-Advisory Consulting Services

- ■ Service Provider Liaison
- ■ Plan Governance and Education
- ☐ Participant Enrollment – up to _____ sessions/year
- ■ Participant Education – up to 2 sessions/year
- ☐ Financial Wellness Services[2]
- ■ Plan Search Support/Vendor Analysis
- ■ Benchmarking Services
- ■ Assistance Identifying Plan Fees
- ☐ Plan Design Consulting[3]

[1] If more than one platform provider, please input the additional providers in the Additional Information section in Exhibit A.
[2] Separate fees may apply.
[3] Please see Fee section on next page.

Clear Page

Fees and Expenses

Check all that apply.

☐ Annual Asset-Based _____ bps or Tiered or Breakpoint*	Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually** Timing: ☐ In advance ☐ In arrears | Billing: ☐ Plan Assets[4] ☐ Client[5]
■ Annual Flat Fee $ 90,000.00	Frequency: ☐ Monthly ■ Quarterly ☐ Semi-Annually ☐ Annually** Timing: ☐ In advance ■ In arrears | Billing: ■ Plan Assets[4] ☐ Client[5]
☐ One-time Project Fee $ _____ ☐ Plan Assets ☐ Client	Please attach a Statement of Work regarding the project.
☐ One-time Transition Fee $ _____ ☐ Plan Assets ☐ Client	Describe services:
☐ Ongoing Project Fees[6] ☐ Education ☐ Enrollment	Education: $ _____ per _____ session | Enrollment: $ _____ per _____ session or Education: $ _____ for _____ sessions | Enrollment: $ _____ for _____ sessions *(Travel expenses not included)*
☐ Settlor Services $_____ /year Settlor fees cannot be paid out of plan assets. See Section 3.a(1) regarding Fees and Expenses permitted to be paid out of plan assets, and those that are not (i.e., settlor expenses).	**For Hybrid Fees,** when fees include a combination of asset-based and flat fees, please complete both the Asset-Based and Flat Fee sections. **For COLA adjustments,** please identify the amount or formula, the frequency and when the adjustment should be made in Additional Comments and Notes below. ****Annual Payments:** Annual payments cannot be paid in advance. Advanced payments may only be made semi-annually or a lesser frequency.

Additional Comments and Notes

Plan numbers: B00290, B00291, G44599, G74186, G76943

☐ Tiered or ☐ Breakpoint[8]	
Value of Plan Assets	☐ bps or ☐ flat fee
$0 -	
-	
-	
-	
and up	

Clear Page

[4] By checking this box, Client is authorizing and instructing the recordkeeper/platform provider to deduct Fees from Plan Assets. Fees shall be calculated according to the method and valuation as determined by Client's agreement with the recordkeeper/platform provider.

[5] By checking this box, Fees will be billed by Advisor to the Client based on the valuation at the end of the time period, due upon receipt and as specified herein.

[6] Complete this section only if education or enrollment fees will be charged separately.

[7] A "tiered basis" will multiply the stated fee percentage for each separate asset range to the applicable plan assets in the asset range. The products of those calculations will then be added together to calculate the total fee. A "breakpoint basis" will multiply the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

Agreement

This RETIREMENT PLAN ADVISORY AGREEMENT ("Agreement") is made by and between Global Retirement Partners, LLC ("Advisor"), through its investment advisor representatives associated with HUB Retirement & Wealth Management/Global Retirement Partners (each an "Advisor Representative"), and the above-referenced client ("Client") regarding each retirement plan identified in the Plan Profile (singularly and collectively, the "Plan"). Advisor and Client shall be individually referred to as a "Party" or collectively, as the "Parties." This Agreement shall be effective as of the Effective Date upon an authorized designated employee of Advisor signing the Agreement.

1. ACKNOWLEDGEMENT AND DISCLOSURES

a. Client acknowledges that sufficiently before this Agreement, it received information from Advisor regarding the Services (as defined below), compensation, fiduciary obligations, and any conflicts of interest to make an informed decision to engage Advisor. The information provided included, but was not limited to, Advisor's Form ADV Part 2 (A and B), Advisor's privacy policy and this Agreement ("Disclosure Documents").

b. Client acknowledges that the Disclosure Documents, including but not limited to Sections 2, 3, 6.a, 6.c, and 10 of this Agreement, satisfy any disclosures required by Applicable Law (as defined below).

c. In addition to the Termination section herein, Client acknowledges that this Agreement may be terminated without penalty within five (5) business days after entering into this Agreement.

d. "Applicable Law" includes but is not limited to the Internal Revenue Code ("Code"); federal and state securities laws, rules, and regulations (including the Investment Advisers Act of 1940 ("Advisers Act")); state retirement plan laws; and privacy and information security laws governing the use, disclosure, and safeguarding of nonpublic personal information.

2. SERVICES

Advisor, through its Advisor Representatives, agrees to provide the services selected above in the Summary of Services, as more fully described in Exhibit B ("Services"). Advisor shall not provide, nor be deemed to be providing, any services to the Plan or Client other than the Services expressly agreed to in this Agreement. Failure to mark a box is an express indication that Advisor shall not perform such service.

a. Advisory Services. For any Advisory Services selected by Client, Advisor and Advisor Representative(s) shall each perform the applicable Services under the standards required under the Advisers Act and any state law applicable to retirement plans.

b. Non-Advisory Services. For any Non-Advisory Consulting Services selected by Client, Advisor and Advisor Representatives shall perform the applicable non-advisory services solely in a capacity that would not be considered fiduciary under the Advisers Act or from time-to-time applicable state law. In addition, Advisor shall provide general educational services about retirement plans for Client and the participants of the Plan.

c. Cooperation. Each Party agrees to cooperate fully in the furtherance of this Agreement. Client shall provide timely and accurate data, documents, and information about the Plan, its participants and beneficiaries, assets, and other relevant information ("Information") and shall cause or authorize the Plan's custodian, recordkeeper, administrator, investment providers and other third parties ("Service Providers") to provide Information to Advisor so that Advisor can perform the Services. Client also authorizes Advisor to obtain

Information from Service Providers that Advisor may reasonably require to perform the Services. Such information includes plan and participant data, and Client consents to the use of such information by Advisor in the furtherance of the Services provided herein.

Client agrees that all Information provided to Advisor shall be true, correct, timely, and complete in all material respects. Client acknowledges that Advisor may rely on such Information without verifying its accuracy, nor shall Advisor guarantee the Information that it receives. Client agrees to promptly notify, or cause the Service Providers to notify, Advisor of any changes or errors in the Information, and promptly provide any updated or additional Information as may be reasonably requested by Advisor.

d. Limitation of Services. Client understands and agrees that in providing the Services:

(1) Service Providers. Advisor will not act, or assume any duties, as the Plan's custodian, trustee, recordkeeper, third-party administrator, or other service providers to the Plan. Client shall be responsible for selecting and paying fees to these Service Providers.

(2) Administration. Advisor will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, including but not limited to the determination of eligibility or participation under the Plan, benefit claims, vesting, or the approval of distributions to be made by the Plan.

(3) Valuation. Advisor may rely, without independent verification, upon the valuation of assets as provided by Client or Service Providers. Client acknowledges that any valuation will not be a guarantee of the market value of any asset in the Plan.

(4) Prospectus Delivery and Proxies. Advisor will not have authority or responsibility to deliver prospectuses for the securities held by the Plan, to vote or advise with respect to voting of proxies, or to take any other action related to shareholder rights regarding such securities.

(5) Tax and Legal Advice. Advisor shall not provide legal, accounting or tax advice to Client or the Plan.

(6) Excluded Investments. Advisor shall not advise or recommend as to the following investments or features as part of the Services: employer securities, self-directed brokerage accounts or similar feature and any investments therein, Alternative Investments,[8] investments selected by Client and not by Advisor, or special instructions by Client pertaining to certain investments, or other investments set forth in Exhibit A.

(7) Class Actions. Advisor is not responsible (a) for monitoring whether any class action lawsuits have been filed pertaining to investments in the Plan, or (b) for determining whether the Plan is eligible or should participate in a class action.

(8) Plan Compliance. Advisor shall not be responsible for the Plan's compliance with the Plan's governing documents or Applicable Law, including but not limited to qualification requirements of the Code which may include receipt of a favorable qualification letter, determining or timely transmittal of plan contributions, filing of required government reports, or preparing or delivering notices or communications to the Plan's participants, or for notifying Client that any such notices or communications are required.

[8] "Alternative Investments" means private investments and funds, commodity pools, private equity, venture capital, hedge funds, limited partnerships, non-publicly traded REITs, cryptocurrency, or crypto assets not traded in registered funds or ETFs, or other "alternative" investments. For the avoidance of doubt, collective investment trust funds (CITs) are not Alternative Investments.

3. FEES AND EXPENSES

a. Fees. Client agrees to pay Advisor the fees solely for the Services provided herein, in the manner set forth on page 2 of this Agreement ("Fees"). The Fees do not include fees charged by the Service Providers, investments, insurance contracts, other investment providers, or as described in Exhibit B hereto.

(1) Plan Assets. Client represents that it shall determine and ensure that any Fees paid out of Plan assets are permissible in all respects under the Plan's governing documents, and specifically authorizes such payment in accordance with Section 2, at the Advisors direction. Client agrees that no fees or expenses relating to formation, design, and termination of the Plan, unless otherwise permissible by Applicable Law, shall be paid out of Plan assets.

(2) Third-Party Payments. If Advisor, an affiliate of Advisor, or a broker-dealer associated with Advisor or Advisor Representative receives compensation directly from an investment or insurance provider in connection with the Plan or Services, such compensation shall be offset against the Fees.

(3) Valuation. In calculating any asset-based Fees, Advisor may rely upon the valuation of assets provided by Client or the Plan's custodian or recordkeeper without independent verification. Unless Advisor agrees otherwise, no adjustments or refunds will be made in respect to any period for (a) appreciation or depreciation in the value of Plan assets during that period, (b) any partial withdrawal of assets from Plan assets during that period, and (c) all Fees shall be based on the total value of the assets in the account without regard to any debit balance.

(4) Accuracy and Errors. Client shall verify the accuracy of all Fees paid under this Agreement. Any miscalculation known to Advisor resulting in overpayment by Client or the Plan will be refunded promptly. Otherwise, Advisor shall have no liability regarding the Fees.

(5) Unpaid Fees. If any Fees remain unpaid after thirty (30) days, Client authorizes custodian or recordkeeper to pay the permissible Fees under Section 3.a(1) directly from Plan assets at the direction of the Advisor.

b. Expenses. In addition to the Fees and other expenses stated herein, Client and/or the Plan agrees to reimburse Advisor for reasonable expenses associated with responding to subpoenas, preparing documents for litigation or regulatory investigations, preparing or providing testimony in litigation or regulatory investigations (including travel or Advisor's attorneys' fees), unless Advisor and/or Advisor Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

4. CONFIDENTIALITY AND PRIVACY

Each Party (in such capacity, the "Receiving Party") agrees to keep Confidential Information (as defined below) of the other Party (in such capacity, the "Disclosing Party") in strict confidence and in a manner set forth in the Information Security section of this Agreement.

a. Confidential Information. As used in this Agreement, "Confidential Information" means (1) information designated by the Disclosing Party as confidential, (2) information that is reasonably and customarily construed as proprietary or confidential, and (3) information deemed to be "nonpublic personal information," "personally identifiable information," or similar terms as defined under Applicable Law.

b. **Exceptions.** The term Confidential Information does not include any information which (1) is in the public domain through no fault or breach by the Receiving Party in violation of this Agreement, (2) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (3) was developed independently of, and without the use of or access to, any Confidential Information exchanged under this Agreement.

c. **Use.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the purposes and furtherance of this Agreement and not to make each other's Confidential Information available to a third-party, except that Confidential Information may be used or disclosed (1) to a Party's officers, directors or employees (and those of its affiliates) who have a business need to know such Confidential Information, (2) to a Party's attorneys, accountants, consultants, agents, independent contractors, Service Providers, subcontractors, or professional advisors who (a) have a business need to know such Confidential Information and (b) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to the obligations set forth herein, (3) for general educational purposes to Client and its participants from time to time, and (4) as agreed to by the Parties for the benefit of the Plan and its participants and beneficiaries. Advisor also may use Confidential Information as described in Advisor's Privacy Policy and to enhance or improve existing services, and to develop new services, in each case under obligations of confidentiality at least as restrictive as those contained herein and in a manner that does not specifically identify any of Client's Confidential Information.

d. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information as required to be disclosed under Applicable Law or pursuant to an order of a court or administrative body; provided, that, with regard to each such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice of such request or order (to the extent permitted by Applicable Law), and shall, at Disclosing Party's option and sole expense, cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action. If such protective order or other remedy is not obtained after commercially reasonable efforts, the Receiving Party, without liability under this Agreement, may furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, the Receiving Party is not required to notify the Disclosing Party if disclosure of Confidential Information is made to a regulatory agency, self-regulatory organization, or governmental agency in the course of such authority's routine examinations or inspections not targeted at the Disclosing Party and any such disclosure shall be permitted.

e. **Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither Party shall acquire any intellectual property rights of the other Party. The Parties shall not use each other's names, logos, trademarks, or other intellectual property without the prior written consent of the Party whose name, logo, trademark, or other intellectual property is contemplated for use.

f. **Return of Confidential Information.** Upon written request by the Disclosing Party, the Receiving Party shall: (1) return to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, and/or (2) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party; provided, however, that the Receiving Party is entitled to retain copies of such Confidential Information as it is required to retain pursuant to Applicable Law or internal document retention policies, that are electronically stored or archived in the ordinary course of business, and for defending or maintaining any litigation relating to this Agreement, in each case subject to the confidentiality and non-use obligations set forth herein.

g. **Injunctive Relief.** A Party may seek injunctive relief pursuant to Section 14.b for any breach or threatened breach of this Section 4.

5. INFORMATION SECURITY/DATA COLLECTION

a. **Information Security.** Each Party shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information, including measures as required by Applicable Law. Each Party must hold Confidential Information to at least the same extent that the Party maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by Applicable Law. Each Party shall provide each other with the information regarding such security safeguards upon the reasonable request of the other Party.

b. **Data Breach Notification.** In the event of an actual data, network, or security breach by a Party that affects the confidentiality of the other Party's Confidential Information, the breached Party will promptly notify the other Party subject to Applicable Law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving client data without prior written approval from the other Party. The breached Party agrees to take reasonable measures to mitigate and notify about the breach pursuant to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

a. **Mutual.** Each Party represents and warrants that:

(1) It is duly organized, validly existing and in good standing under Applicable Law.

(2) It shall obtain and maintain any authorizations, permits, certifications, licenses, filings, approvals, registrations, or consents from any third party or governmental authority in connection with this Agreement.

(3) It has the full legal authority to enter into this Agreement and to perform its obligations hereunder.

(4) This Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(5) It complies and will comply with Applicable Law in the performance of its obligations hereunder. If an amendment of this Agreement becomes necessary to comply with Applicable Law, it agrees to amend this Agreement as reasonably necessary to comply.

(6) It has had the opportunity to obtain independent accounting, financial, investment, legal, tax or other appropriate advice related to this Agreement; and, it has carefully read and fully understands the terms and consequences of this Agreement.

(7) It understands and agrees that Advisor Representatives are not parties to this Agreement.

b. **Client.** In addition to any other representations and warranties in this Agreement, Client represents and warrants that:

(1) It has the power and authority to appoint Advisor under the terms of the Plan, and to enter contractual arrangements with third parties to assist in the discharge of these and related duties.

(2) It has reviewed and considered the contents of the Agreement and has determined (a) the Services to be authorized by the Plan, consistent with and in the best interest of the Plan and its participants, and necessary for the operation of the Plan, and (b) the Fees are reasonable and appropriate for the Services rendered.

(3) It will provide Advisor with copies of the Plan, trust documents, and amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents, all of which meet the applicable retirement plan and trust requirements under the Code and regulations thereunder.

(4) The individual signing the Agreement is duly authorized under law to sign on behalf of the Client and Plan, and no other signatories are required.

(5) It will operate and administer the Plan in compliance with Applicable Law.

(6) It will promptly notify about and provide Advisor with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Advisor's performance of Services.

(7) It will instruct Advisor if it is the intention of Client not to bear the costs of operating the Plan and desires that the investments within the Plan are to pay, directly or indirectly, amounts to or on behalf of the Plan to cover some or all of the expenses of the Plan.

(8) It will instruct Advisor if it is the intention of Client to give primary consideration to investment options made available by applicable Service Providers or a third party specifically identified by Client.

(9) It understands that past investment performance may not be indicative of future results and there is risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the investments recommended or selected by Advisor for inclusion in the Plan's menu), will be profitable, meet any corresponding index or historical performance levels, be suitable for any specific participant, or prove successful. Client acknowledges that investment losses can and will occur.

(10) It understands that Advisor will not engage in activity identified in Section 2.d as part of the Services.

(11) Advisor may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking distributions from the Plan or investing distributions. These other services will not be part of the Services of this Agreement and will be pursuant to a separate agreement with the participant.

c. Advisor. In addition to any other representations and warranties in this Agreement, Advisor represents and warrants that:

(1) It is registered as an investment advisor with the Securities and Exchange Commission and all applicable states as necessary and shall maintain such registration through the term of this Agreement.

(2) All personnel providing Services hereunder shall be appropriately licensed as required by Applicable Law.

(3) No judicial, administrative, or regulatory proceeding, investigation or administrative charge or complaint is pending or threatened, which could result in any material adverse change in its financial condition, operating results, or business or which would reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder.

(4) It will disclose to Client any material changes to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Advisor acquires knowledge of the material change or as otherwise required by Applicable Law (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor's control, in which case the information will be disclosed as soon as practicable).

(5) If Advisor makes an unintended error or omission in disclosing information to Client, Advisor will disclose the correct information to Client as soon as practicable but not later than thirty (30) days from the date Advisor knows of the error or omission.

(6) It does not receive any direct or indirect compensation from the providers of investment products it recommends, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by Advisor's employees or Advisor Representatives to attend industry and educational events, as well as to learn about the provider's products and to host client events. As a result, the only compensation Advisor receives for its provision of Services under this Agreement are the fees specified herein.

7. INDEMNIFICATION

a. **Advisor.** Advisor shall indemnify, defend, and hold harmless Client, its directors, employees, representatives, and the Plan from and against any and all third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to Advisor's (1) material breach of this Agreement, (2) breach of its fiduciary duty to the Plan, participants and beneficiaries, or (3) gross negligence, or intentional misconduct; provided that, in any case, such indemnification shall not apply in the case of (a) Client's or the Plan's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement or (b) any general market decline, investment losses directly resulting from Client's failure to follow Advisor's investment advice, or Client's decision to use plan revenue sharing to pay plan expenses.

b. **Client.** Client and the Plan shall, to the extent permitted by Applicable Law, indemnify, defend, and hold harmless Advisor, its directors, employees, representatives, and Advisor Representatives from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to (1) Client's material breach of this Agreement, breach of fiduciary duty, gross negligence, or intentional misconduct, (2) claims related to this Agreement that are made by Client's employees or Plan participants, or (3) any acts or omissions by another Plan fiduciary or Service Provider; provided that, such indemnification shall not apply in the case of Advisor's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.

c. **Notice and Procedure.** An indemnified party seeking indemnification will promptly notify the indemnifying party of any claim for indemnification and allow the indemnifying party to control the defense of such claim; provided, however, that the failure to provide timely notice will not relieve the indemnifying party from any liability hereunder except to the extent such failure materially prejudices the indemnifying party's rights. The indemnifying party may not settle any claim (1) that involves a remedy other than the payment of money by the indemnifying party without the indemnified party's reasonable written consent; and (2) no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement. In the event the indemnifying party fails to promptly assume the defense of the claim or to promptly and reasonably conduct the defense, the indemnified party will have the right to control the defense of the claim, at the sole cost and expense of the indemnifying party.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS (INCLUDING ADVISOR REPRESENTATIVES) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. Advisor will not be responsible or liable for the acts, failures to act, or omissions by Client, its employees or agents, any other fiduciary of the Plan, current or former Service Providers, or any participant under the Plan.

9. NON-EXCLUSIVITY

Client understands that Advisor may perform services similar to the Services for other clients. Client recognizes that Advisor may give advice and take action in the performance of its duties for other clients (including those who may have similar retirement plan arrangements as Client) that may differ from the advice given, or in the timing and nature of action taken, with respect to the Plan or Client. Advisor has no obligation to advise Client in the same manner as it may advise any of its other clients.

10. TERM AND TERMINATION

a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the terms of this Agreement.

b. **Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, (2) immediately upon a material breach (including unpaid Fees), which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party, or (3) immediately when a Party files bankruptcy or receivership or is declared to be insolvent; a Party has its corporate authority revoked or has necessary licenses withdrawn, suspended or revoked by a regulatory authority; a legally enforceable and binding notice from a regulatory authority requiring a party to terminate the Agreement; or, upon the advice of counsel, continuation of this Agreement would violate Applicable Law.

c. **Fees Obligations.** If Fees are paid in arrears, Advisor shall be entitled to its pro rata fees through the date of termination. If fees are paid in advance, any unearned fees will be returned.

d. **Services.** Except as set forth herein or as agreed to by the Parties, all Services shall cease on the date this Agreement is terminated.

e. **Pending Transactions.** Termination shall not affect the liabilities or obligations of the Parties arising from transactions initiated before the date of termination, and such liabilities and obligations shall survive the termination of this Agreement until such time they have been performed.

f. **Reasonable Assistance.** Upon termination of this Agreement, Advisor agrees to provide reasonable assistance to Client in Client's transition to a new advisor.

g. **Survival.** The following Sections shall survive termination of this Agreement: 3 – 10 and 14.

11. RESERVED

12. SUBCONTRACTORS

Advisor may engage third parties as subcontractors in the furtherance of Advisor performing the Services; provided that Advisor will oversee and be responsible for any subcontractor, and any agreement entered into between Advisor and a subcontractor is consistent with the terms of this Agreement and includes a confidentiality provision and an information security provision that is at least as restrictive as Sections 4 and 5 of this Agreement.

13. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client also authorizes Advisor to deliver documents and communicate with the Plan and its participants or beneficiaries using electronic means, including email and posting to a website. Client, and not Advisor, is responsible for determining whether the use of such electronic communication complies with Applicable Law.

14. DISPUTE RESOLUTION

a. **Arbitration.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The Parties hereby agree that judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction.

b. **Injunctive Relief.** Notwithstanding Section 14.a, each Party acknowledges that nothing in this Agreement shall preclude either Party from seeking equitable relief, including but not limited to temporary and/or permanent injunctive relief, for any breaches of the Agreement where the non-breaching party may suffer irreparable harm and damages cannot be calculated and would be an inadequate remedy. Each party hereby waives any requirement for the posting of a bond or any other security in connection therewith.

c. **Waiver of Jury Trial.** Notwithstanding Section 14.a, if a dispute cannot be arbitrated and must be resolved in court, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.

d. **Costs and Attorneys' Fees.** For any proceeding, claim or cause of action brought by a Party, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses incurred by such party, including without limitation reasonable attorneys' fees.

15. MISCELLANEOUS

a. **Independent Contractor.** The Parties are independent contractors of each other. Nothing in this Agreement shall create or be deemed to create a relationship of employer/employee, principal/agent, joint venture, partnership, franchise, or other legal relationship.

b. **Governing Law.** Unless preempted by federal law (including the Advisers Act and the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the state of the Client, without reference to its conflicts of law provisions.

c. **Entire Agreement; Binding Effect.** This Agreement, including, any exhibits, schedules, incorporations by reference, amendments and addenda, contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.

e. **Amendment.** Advisor may amend this Agreement pursuant to the procedures set forth in Section 15.g. No other amendments of this Agreement shall be valid unless in writing and signed by both Parties.

f. **Assignment.** Neither Party may assign or delegate this Agreement without the written consent of the other Party; provided, however, subject to Applicable Law, that in the event of a change of control or ownership of Advisor that would result in an "assignment" of this Agreement under the Advisers Act, Adviser may assign this Agreement pursuant to the procedures set forth in Section 15.g. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

g. **Procedures for Negative Consent for Certain Amendments and Assignments.** Advisor may amend the Agreement pursuant to Section 15.e or assign pursuant to Section 15.f by giving Client at least sixty (60) days' advance written notice of the terms of the assignment or amendment. Notice shall be given in a manner set forth in Section 15.j. The notice will (1) explain the terms of the amendment or assignment, (2) fully disclose any resulting changes in the Parties because of the amendment or assignment, (3) identify the effective date of the amendment or assignment, (4) explain the other Party's rights to object to and reject the amendment or assignment, and, if applicable, to terminate the Agreement and the consequences thereof, and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the amendment or assignment before the date on which it becomes effective, Client will be deemed to have consented to the amendment or assignment. If Client rejects the amendment or assignment, Advisor will not be authorized to amend or assign this Agreement and will have authority to terminate this Agreement under Section 10.

h. **Waivers or Limitations.**

(1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under Applicable Law.

(2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach of default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

i. **Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of a Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

j. **Notice.** All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client	**Advisor**
The address indicated in the Plan Profile	Global Retirement Partners, LLC Attn: Chief Compliance Officer 4340 Redwood Highway, Suite B60 San Rafael, CA 94903

k. **Third-Party Beneficiary.** This Agreement shall not be construed as granting any rights or benefits to third parties, including by way of example and not limitation, participants of the Plan, independent contractors, consultants, or other agents of the Parties, unless required by Applicable Law.

l. **Headings.** All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: L.M. Matt Sebesta

Title: County Judge

Date: _____

ADVISOR REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Advisor Representative confirms the Services to be provided under this Agreement. Advisor Representative only confirms the Services and is not considered a party to this Agreement.

By: _____

Name: Darrell Ellisor

Date: _____

Exhibit A – Additional Information about the Client and Plan

Additional Client Profile Information

* = required information

Mailing address (if different)		
237 E. Locust Ste. 203		
City	State	Zip
Angleton	TX	77515
Billing Contact*	Billing Phone*	Billing Email*
Courtney Lucek	(979) 864-1810	clucek@brazoriacountytx.gov

Additional Plan Profile Information

Plan Type		Participant or Trustee Directed
☐ 403(b)	☐ 401(a)	■ Participant Directed
■ 457(b)	☐ Other	☐ Trustee Directed
☐ 457(f)		☐ Both (explain)
Promoter Information (if applicable)		
Promoter Name: Julian Fontana		

Plan Assets Excluded from Services

Clear Page

Exhibit B

Advisory Services

Investment Advice. Advisor shall be appointed by Client as an Investment Advisor to the Plan. As such, Advisor shall provide advice to Client regarding the Plan; however, Client shall retain full authority or control over assets of the Plan and is responsible for all decisions regarding advice provided by Advisor, including, but not limited to, decisions relating to implementation and/or any recommendations made by Advisor or Advisor Representatives. Advisor and Advisor Representative shall not be responsible or liable for Client's execution or nonexecution of their recommendations. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or, (iv) discuss any other topics relating to the Plan investments.

Investment Manager. Advisor shall be appointed by Client to provide discretionary investment management to the Plan. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or (iv) discuss any other topics relating to the Plan investments.

Investment Selection and Monitoring. Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Client to select the investments to be offered to Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Once the Client selects the investments, Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor the investments. If the IPS criteria requires an investment to be removed, Advisor will provide information, analysis, and recommendations to the Client to help evaluate replacing the investment with another.

Discretionary Investment Selection, Management and Monitoring. Advisor shall perform with full discretionary authority, subject to the Plan's IPS or other guidelines established by the Plan, to select, monitor and replace the Plan's investments for Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor Advisor's management of the Plan's investments. When necessary, Client shall execute a letter of direction, or other appropriate instruments, to the Plan's Service Providers or other third parties to evidence or otherwise grant Advisor the requisite authority to act on behalf of the Plan and Client.

Default Investment Alternatives ("DIA"). Advisor and Client shall discuss the form of the DIA (e.g., target date funds, model portfolios, managed accounts) for participants that do not direct the investment of their accounts. Once the form is decided by the Client, Advisor shall be responsible for the Plan's DIA in its capacity of an investment advisor or an investment manager as selected and described in the Agreement and based on the IPS or other investment guidelines established by the Plan. If the DIA is a model or set of models, they will be made up of the underlying DIAs made available to Plan participants. Client retains sole responsibility to provide all notices to participants as required under Applicable Law.

Third-Party Advisors and/or Managers. Based on the IPS or other investment guidelines established by the Plan, Advisor shall review third-party investment managers and/or third-party advisors available to the Plan to manage some or all of the Plan's investments and/or prepare model portfolios. Once Advisor selects a third-party manager and/or investment manager to manage or advise some or all of the Plan's investments, Advisor shall complete its responsibilities in the capacity of an investment advisor or an investment manager as selected and described in this Agreement.

Model Portfolios. If Advisor serves as an investment manager, it will construct discretionary Model Portfolios and will diversify, reallocate, and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. If Advisor serves as an investment advisor, it will recommend, for consideration and approval by Client, (i) asset allocation or target date or risk-based model portfolios for the Plan to make available to Plan participants and (ii) funds from the lineup of investment options chosen by the Client to include in such Model Portfolios.

Investment Policy Statement ("IPS"). Client is responsible for preparing and adopting the IPS. Advisor shall provide suggestions to Client to complete the IPS. Advisor will review with the plan fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will suggest investment policies and guidelines to assist the plan fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will suggest revisions that will establish investment policies that are consistent with the Plan's objectives. Advisor will periodically review the IPS and suggest revisions to the Client as Advisor deems necessary.

Non-Discretionary Participant-Level Advice. Advisor will, periodically and upon reasonable request, meet with a Plan participant and collect information (directly from the participant and/or Client or its designee) necessary to complete a participant profile and identify the participant's individual investment objectives, risk tolerance, and time horizon. Based on each participant's profile, Advisor will make recommendations for investing the participant's account with the Plan's investments or Models, if available. The Plan participant retains sole discretion over control and/or the investment of his/her account.

Non-Fiduciary Consulting Services

Service Provider Liaison. Advisor shall assist the Client by acting as a liaison to the Service Providers to the Plan, including coordinating with the Service Providers in gathering information or documents for Client, but only under instructions from Client with the understanding that Advisor will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Advisor will provide education, training, and/or guidance for the Plan's fiduciaries and/or Plan committee. Such services shall be mutually agreed to by the Parties, which may include investment education (e.g., general financial, investment and retirement information; asset allocation; and interactive investment materials), educating on fiduciary and compliance responsibilities, reviewing objectives and options available through the Plan, reviewing participant education and communication strategies, reports to monitor the Service Providers, use of spending, forfeiture or other similar accounts, developing and maintaining audit ready fiduciary files, attending periodic meetings with the Plan committee, and analyzing the Plan's investments compared to the benchmarks set by the IPS.

Participant Enrollment. Advisor will assist Client in enrolling eligible participants in the Plan, which may include conducting enrollment and educational meetings about the benefits of participating in the Plan and the impact contributing will have on retirement.

Participant Education. Advisor will provide educational services, which may include, without providing personalized investment recommendations or advice, (1) in-person or virtual group sessions, (2) printed materials (e.g., posters, payroll stuffers, emails), (3) providing information about the Plan; general financial, investment, and retirement information; asset allocation models; market updates; interactive investment materials; and retirement options for terminated employees, (4) providing education about plan fees and expenses, and (5) helping participants assess their retirement readiness.

Financial Wellness Services. Advisor will provide financial wellness services through interactive software that it licenses to use with participants or refer Client to an affiliated or unaffiliated third party that provides such wellness services. Such services do not involve the provision of personalized investment advice or recommendations. Such services may require Client to enter into a separate agreement with the affiliated or unaffiliated third party and pay a fee for such services in addition to the Fees paid herein. If Client pays for wellness services out of Plan assets, Client understands that only participants of the Plan (and not all of Client's employees) may receive such services.

Plan Search Support/Vendor Analysis. Advisor will assist Client with the preparation, distribution and/or evaluation of requests for proposals or requests for information from current or potential vendors for selection by the Plan, as well as interviewing such potential vendors. Advisor also will assist Client with conversions to the selected vendor. In performing service provider search support services, Advisor acts solely in a non-investment advisory capacity.

Benchmarking Services. Advisor will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

Assistance Identifying Plan Fees. Advisor will assist Client in identifying and monitoring the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communication and/or other services provided to the Plan.

Plan Design Consulting. Advisor will consult with Client about amending an existing Plan, terminating an existing Plan, or creating a new Plan, as Client may reasonably request and in advance of the change. This service is intended to be limited in scope, incidental to the Services otherwise contemplated by this Agreement, and paid for directly by the Client or, if permitted by Applicable Law, the Plan.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.17. **8/12/2025**

Award RFP #25-57 Widening for Right Turn Deceleration Lane Along NB FM 523 to EB CR 792

Upon successful negotiations and the recommendation of the evaluation committee, award “RFP #25 -57 Widening for Right Turn Deceleration Lane Along NB FM 523 to EB CR 792” to the highest ranked vendor, Texas Materials Group Inc., of Baytown, Texas who submitted a best and final offer meeting our specifications and scope of work in the amount of $275,052.55.

In addition, the procurement will utilize funds from the department’s approved fiscal year 2025 budget in addition to funds from Freeport LNG towards the construction costs.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement, and that the final documents be authorized to attach to the minutes.

RFP #25-57 Award Summary

A total of eight hundred and thirty-nine (839) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were forty-eight (48) document takers resulting in three (3) submissions.

Upon successful negotiations and the recommendation of the evaluation committee, award "RFP #25-57 Widening for Right Turn Deceleration Lane Along NB FM 523 to EB CR 792" to the highest ranked vendor, Texas Materials Group, Inc., of Baytown, Texas, who submitted a best and final offer meeting our specifications and scope of work in the amount of $275,052.55.

Evaluation committee:

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor's Office
Natasha Stulberg, Purchasing (non-voting member)

25-57 - Widening for Right Turn Deceleration Lane Along NB FM 523 to EB CR 792
Scoring Summary
Active Submissions

	Total	Price	Qualifications	Proposed Personnel	References	Other Factors	Bonus: Interview Only	Bonus: Interview Only
Supplier	**/ 115 pts**	**/ 50 pts**	**/ 20 pts**	**/ 20 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**	**/ 5 pts**
Texas Materials Group, Inc.	97	50	19.75	17.25	5	5	0	0
DVL Enterprises,LLC	67.75	30	15	15	4	3.75	0	0
MB WESTERN CONSTRUCTION CO	53	30	9	9	3.75	1.25	0	0

1bellevuecrecm@gmail.com
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3atransport18@gmail.com
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aarif@augmentingdesign.com
aaron@6cconstruction.com
Abbasalphaconstruction@gmail.com
abrworks@austin-ind.com
accounting@dorsettcontracting.com
adam@abheinrich.com
adamprovost@solidearth.co
adawotola@mbwestern.com
adesh.singh@yunextraffic.com
admin@3tiergp.com
admin@ambrozi.com
admin@denucciconstructors.com
Admin@dincontracting.com
admin@djhexpress.com
admin@k3salesandservices.com
admin@pirtekplanosouth.com
administrator@rawwayconcreteandsawing.com
ads@access-data.com
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Anita@bmfbconcrete.com
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anup@urbaniconstruct.com
ap@cbarlandworks.com
apaglinco@kellys-crew.com
AR@ZTEXCONSTRUCTION.COM
arconprodesign@aol.com
arfence@arfence.com
arussell@rmchin.com
ascott@ameripavement.com
asher@qualityw.com
asphalt@hubbard.com
ataylor@longhornmaterials.us
athens@cactuscontracting.net
atyler@triconprecast.com
aubrey.pigneri@dreweryinc.com
auribe@storm-tek.com
awarner@lspaving.com
awindish@lovitt-touche.com
azarias@silverkingtrucking.com
b.acosta@tx.rr.com
baasengr@gmail.com
ballen@easresources.com
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bids@bradburystamm.com
bids@bxlansing.com
bids@chasco.com
bids@cmtassociates.com
bids@grounded-construction.com
bids@hqsconstruction.com
bids@morrownm.com
bids@paverehabco.com
bids@skylerdesignbuild.com
bids@terrabellaconstruction.com
BidsDFW@harperbro.com
bidstexas@sacyr.com
bikerd@ikerd.com
bimlayllc@gmail.com
bjlambert@llcontractors.com
bjones@coxcontractors.com
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brenda@lazercci.com
brent@desertpaving.us
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brianwconrad@hotmail.com
brittany@wallcotx.com
Bruce.Merrill@sam-cs.biz
brunadeandrade@resourcesvc.com
bsmith@smithcoaz.com
business@incoemltd.com
Businessdevelopment@teammandc.com
bveskerna@cutlerrepaving.com
bwood@sybconstruction.com
cait@knoxsupply.com
caleb@christensenbrothers.net
callieconstructionservices@outlook.com
Candice@freemanpavingllc.com
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Estimating@doradoconstructiongroup.com
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **8/12/2025**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **8/12/2025**

Discuss Cause No. 125921-CV Pulice Construction v. Brazoria County, et al

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **8/12/2025**

Consultation with Attorneys Regarding Permitting Processes

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **8/12/2025**

Discuss Potential Litigation - 10602 and 10614 Blue Water Hwy, Freeport