MEETING NOTICE
COMMISSIONERS COURT
BRAZORIA COUNTY

Tuesday, September 9, 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 ADAMS

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session – August 26, 2025 9:00 AM

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS

F.1. Proclamation – VOW22 Day

F.2. Proclamation - Constitution Day

F.3. Proclamation - Texian Navy Day

G. FORMAL REPORTS AND APPEARANCES

G.1. Perdue, Brandon, Fielder, Collins, & Mott, L.L.P. - Delinquent Taxes / Fines & Fees - Mike Darlow

G.2. Memorial Hermann Life Flight - Joshua Cools

H. CONSENT

Constable Precinct 4

H.1. Agreement with Lakes of Savannah South Community Association

District Attorney

H.2. Agreement with Brazoria County Community Supervision and Corrections Department

Sheriff's Office

H.3. Interlocal Agreement with Galveston County – Gulf Coast Auto Crimes Task Force

Airport

H.4. Memorandum of Agreement with the United States of America Department of Transportation Federal Aviation Administration

H.5. Routine Airport Maintenance Program Grant (RAMP) FY 2026

Auditor

H.6. Payment of Bills

H.7. FY 2025: Line Item Transfer

H.8. FY 2025: Record Budget for Other Funds

H.9. FY 2025: Line Item Transfers

H.10. FY 2025: Line Item Transfers

H.11. FY 2025: Record Budgets for Other Funds

H.12. FY 2025: Record Budgets for Other Funds

H.13. FY 2025: Record Budgets for Other Funds

H.14. FY 2025: Record Budgets for Other Funds

H.15. FY 2025: Record Budgets for Other Funds

H.16. FY 2025: Record Budgets for Other Funds

H.17. FY 2025: Record Budgets for Other Funds

CDBG/HUD/Welfare Department

H.18. Housing Choice Voucher (Section 8) Payment Standards

H.19. Brazoria County Rehab/Reconstruction Program

Engineer

H.20. Temporary Use of CR 264M (Railroad St) for the St. Cyril & St. Methodius Annual Bazaar (Precinct 4)

H.21. Final Acceptance of Roads – Sierra Vista West Section 8 – Abstract 329 (Precinct 4)

H.22. Final Acceptance of Roads – Sierra Vista West Section 9 – Abstract 329 (Precinct 4)

H.23. Interlocal Agreement with Brazoria Drainage District No. 4 (Precinct 4)

H.24. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

Health

H.25. First Amendment to Lease Agreement – Pearland WIC

H.26. Interlocal Cooperation Agreement with UTMB to Provide In-Person Primary Care Services to the County's Indigent

Human Resource

H.27. 457(b) Plan Implementation with Voya

Parks

H.28. Right of Access Agreement with Saltwater-Recon.com

Purchasing Department

H.29. County Purchasing Director to Sell County Surplus

H.30. Authority of Purchasing Director to use Cooperative Contracts for FY2026

H.31. Renew ITB #23-80 Road Striping and Pavement Markers

H.32. Renew C #17-53 Election Equipment

H.33. Renew RFP #22-70 Indigent Health Prescription Services

H.34. Natural Gas Service for Sheriff's Office

Toll Road Authority

H.35. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for July 2025

I. DISCUSSION

County Judge

I.1. Open Public Hearing on the Approval of Colorado Health Facilities Authority Revenue Bond

I.2. Closed Public Hearing on the Approval of Colorado Health Facilities Authority Revenue Bond

I.3. Approval of Colorado Health Facilities Authority Revenue Bonds

Treasurer

I.4. Treasurer's Monthly Cash & Investment Report for July 2025

Auditor

I.5. Proposed Property Tax Rate

I.6. Issuance of a Purchase Order After the Fact – Brazoria County Community Supervision and Corrections Department (CSCD)

Environmental Health

I.7. Open public hearing on an Automotive Wrecking & Salvage Yard License application submitted by Bavaria Autoparts LLC

I.8. Close public hearing on an Automotive Wrecking & Salvage Yard application submitted by Bavaria Autoparts LLC

I.9. Bavaria Autoparts LLC Automotive Wrecking and Salvage Yard Application

Human Resource

I.10. Floating Holiday

I.11. 2026 Holiday Schedule

Purchasing Department

I.12. Award ITB #25-55 Equipment Rental

I.13. Award RFP #25-71 Employee Group Life Insurance, AD&D, and Long Term Disability

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

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. **9/9/2025**

Commissioners Court Special Session - August 26, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1. **9/9/2025**

Proclamation - VOW22 Day

Approve the Proclamation designating September 13, 2025 as VOW22 Day in Brazoria County.

Further, that the Court recognizes and congratulates the organization on their 10th Anniversary.

PROCLAMATION

WHEREAS, VOW22 was originally incorporated in The State of Texas as a nonprofit organization in 2017; and

WHEREAS, VOW22 is a group of friends, families and Veterans that have all been affected by Post-Traumatic Stress Disorder (PTSD) in some way. This organization seeks to prevent Veteran suicide through community awareness, camaraderie, interaction and communication with Veterans; and

WHEREAS, According to the United States Department of Veterans Affairs (VA) Suicide Data Report in 2012 there is a national average of 22 suicides per day, or 8,000 a year. The VA study also showed 11,000 non-fatal suicide attempts a year; and

WHEREAS, on September 13, 2025 VOW22 will show support and bring awareness about this important issue during their Veteran Suicide Prevention Hike at the Lake Jackson Civic Center.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby proclaim September 13, 2025 as

VOW22 DAY

and congratulate the organization on their

10th Anniversary

of supporting Veterans and bringing awareness to Brazoria County, Texas.

APPROVED this 9th day of September, 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.2. **9/9/2025**

Proclamation - Constitution Day

Approve the Proclamation designating September 17, 2025 as Constitution Day in Brazoria County as we celebrate the signing of our Constitution in the United States of America.

PROCLAMATION

WHEREAS, September 17, 2025 marks the two hundred thirty-eighth anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord recognition to this document and its anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, this Constitution Day will be celebrated by Asa Underwood Chapter of the National Society of the Daughters of the American Revolution, as well as all members of the National Society of the Daughters of the American Revolution, and all those who wish to attend and participate in Bells Across America; and

WHEREAS, we ask our citizens to reaffirm the ideals the writers of the Constitution had in 1787 by protecting the freedoms guaranteed to us through this declaration of our liberties, and freedoms.

NOW, THEREFORE, the Commissioners Court of Brazoria County does hereby proclaim the September 17, 2025 as

THE UNITED STATES OF AMERICAS

CONSTITUTION DAY

as we celebrate the signing, which has granted our nation, through the greatest declaration ever written, abundant freedoms and liberties for all.

APPROVED this 9th day of September, 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.3. **9/9/2025**

Proclamation - Texian Navy Day

Approve the Proclamation designating September 21, 2025 as Texian Navy Day in Brazoria County.

PROCLAMATION

WHEREAS, in January 1836, the first Texas Navy, the official navy of the Republic of Texas, consisted of four hastily purchased and minimally equipped schooners: Invincible, Brutus, Independence, and Liberty; and

WHEREAS, under the command of Commodore Charles Edward Hawkins, the first Texas Navy helped win the Republic of Texas Independence by preventing a Mexican blockade off the Texas coast, seizing ships laden with war supplies destined for Mexico. The Texas Navy was able confiscate and supply much needed materials to the Texan forces; and

WHEREAS, by October 1837, all four ships had been lost at sea, sunk by the Mexican Navy, run aground, captured, or sold; and

WHEREAS, in 1839, Mexico's continued refusal to acknowledge the independence of the Republic of Texas, the Texas Congress acquired six new vessels to become the second Texas Navy; and

WHEREAS, Texas annexation incorporated The Republic of Texas into the United States and as a result, in 1846 the Texas Navy merged with the United States Navy; and

WHEREAS, the story of the hardship and savage fighting of those small fleets of battered ships and intrepid seamen was largely forgotten until the third Texas Navy was established as a commemorative organization by Governor Price Daniel in 1958; and

WHEREAS, in 1973, the 63rd Texas Legislature passed a resolution that ratified the Texas Navy as an official state organization, devoted to preserving the history of the three Navies of Texas; and

WHEREAS, and as directed by Texas Government Code Title 6, Subtitle B, Section 662.052 “(a) The third Saturday in September of each year is Texian Navy Day in remembrance of the Texian Navy. (b) Texian Navy Day shall be regularly observed by appropriate ceremonies and activities.”

NOW, THEREFORE, Brazoria County Commissioners Court does hereby proclaim September 21, 2025 as

TEXIAN NAVY DAY

as we Commemorate, Celebrate, Educate, Honor and Support the Texas Men of Iron, Sailing in their Ships of Wood.

APPROVED this 9th day of September, 2025.

_____

Brazoria County Judge

L. M. “Matt” Sebesta, Jr.

Commissioner, Precinct 1 Jay Burridge		Commissioner, Precinct 2 Ryan Cade
Commissioner, Precinct 3 Stacy L. Adams	STATE OF TEXAS COUNTY OF BRAZORIA	Commissioner, Precinct 4 David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.1. **9/9/2025**

Perdue, Brandon, Fielder, Collins, & Mott, L.L.P. - Delinquent Taxes / Fines & Fees - Mike Darlow

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

COLLECTION REPORT TO BRAZORIA COUNTY

Submitted by: *Michael J. Darlow & Hayden P. Bartley*

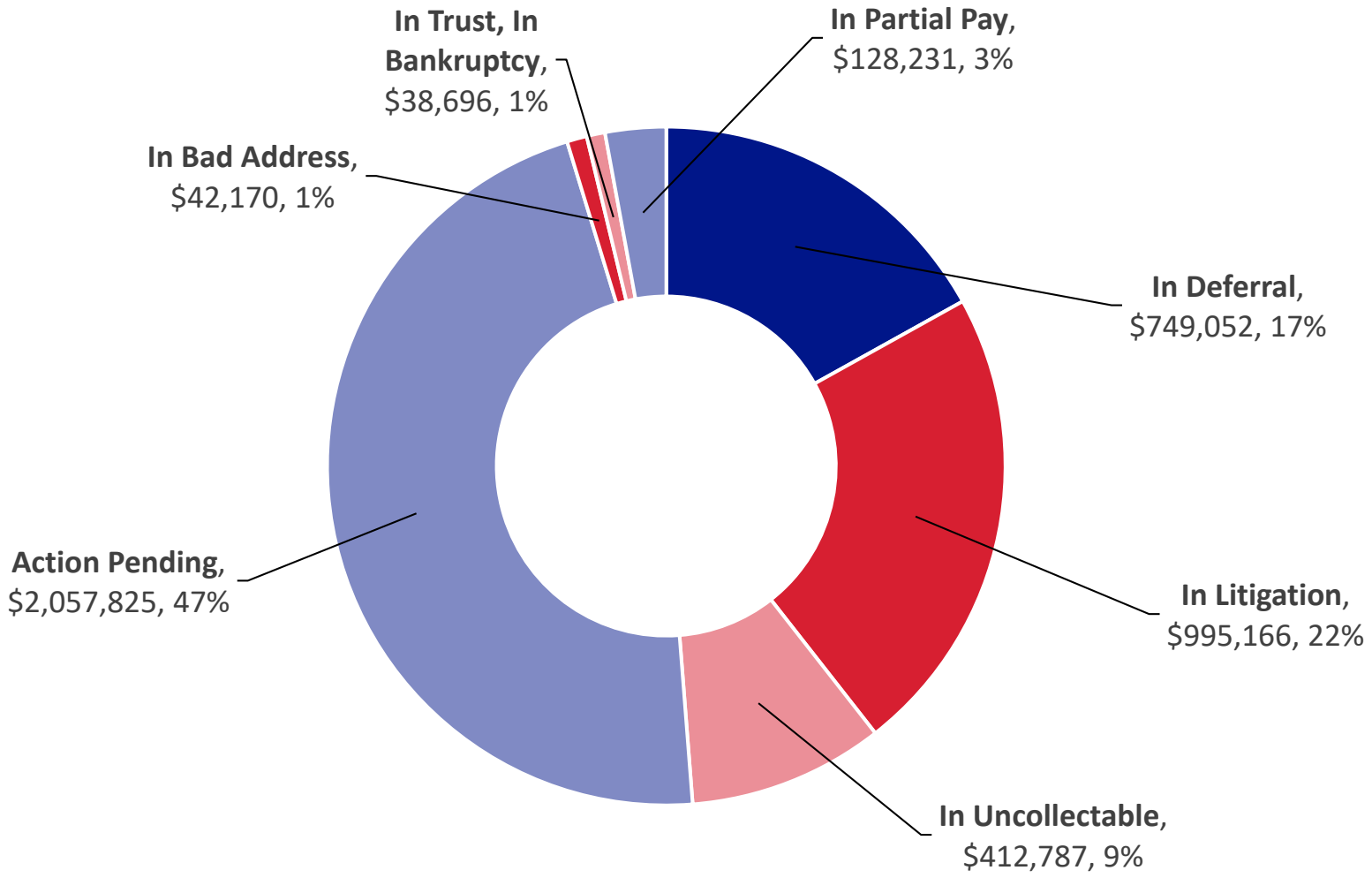
September 2025

www.pbfcm.com

ACCOUNT BREAKDOWN CHART

FOR BRAZORIA COUNTY

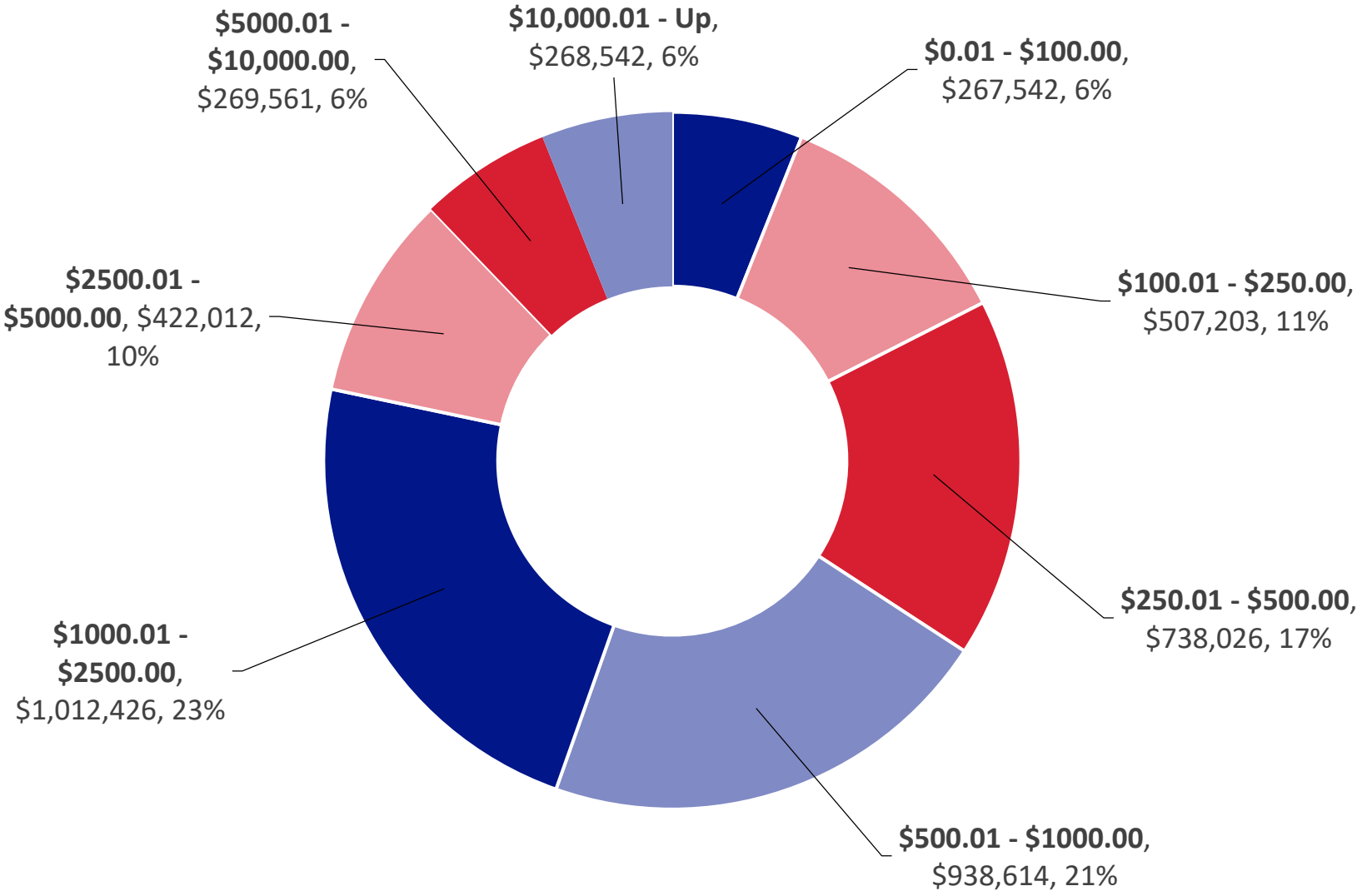
*As of 8/18/2025 - **Total Base Tax: $4,423,926***



DOLLAR RANGE CHART

FOR BRAZORIA COUNTY

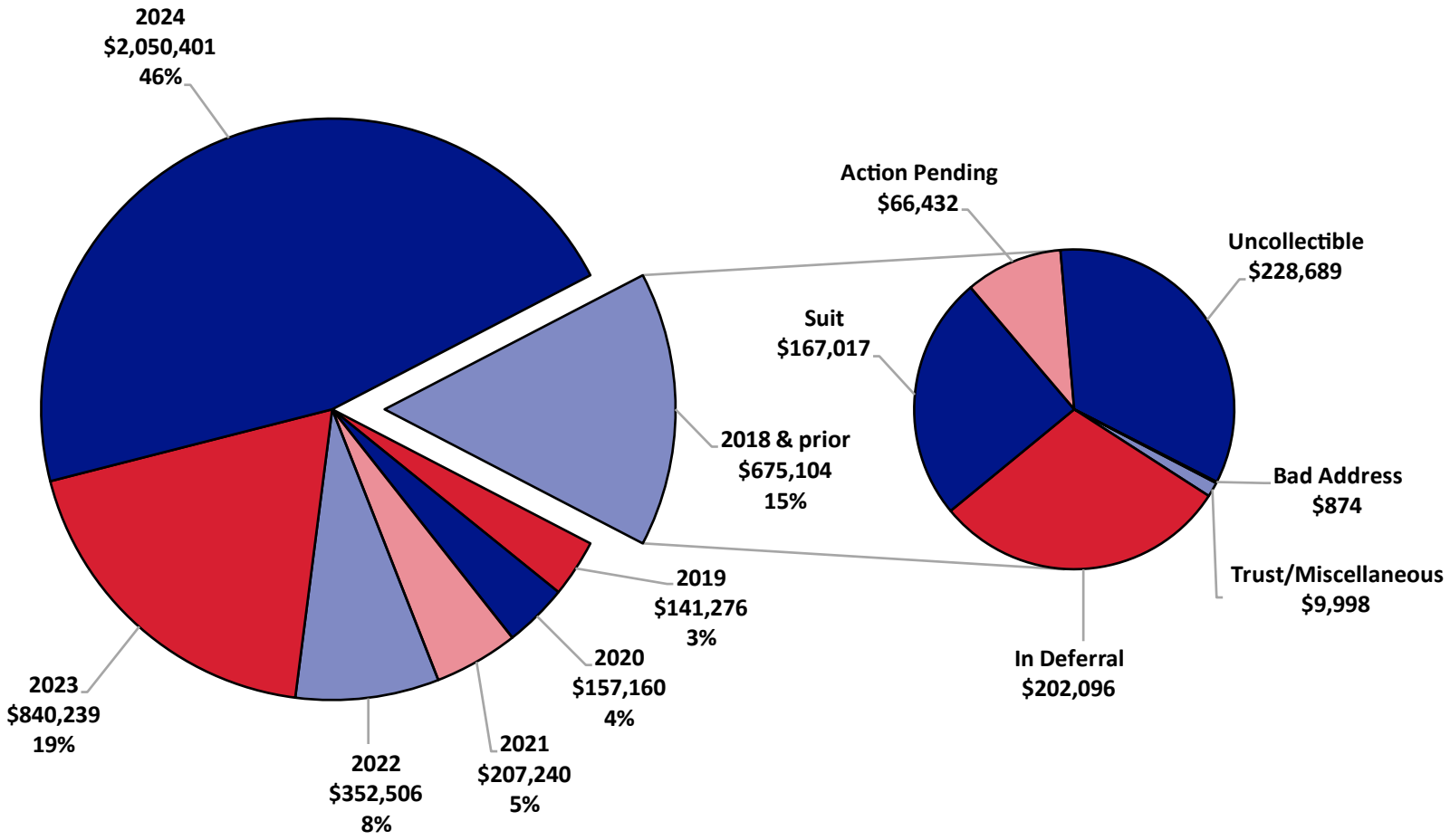
As of 8/18/2025 - ***Total Base Tax: $4,423,926***



OUTSTANDING TAXES YEAR BY YEAR

FOR BRAZORIA COUNTY

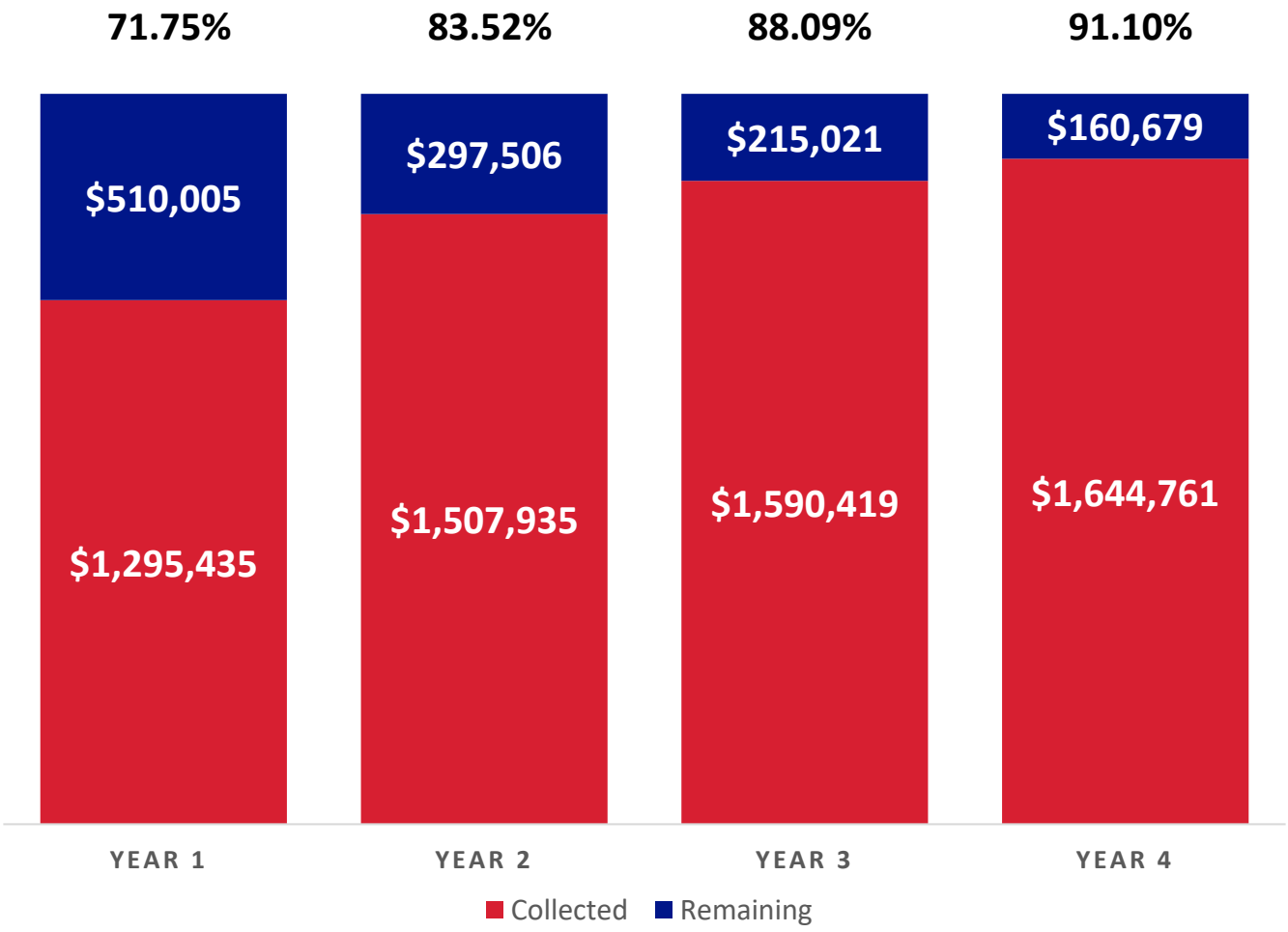
*As of 8/18/2025 - **Total Base Tax: $4,423,926***



2020 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

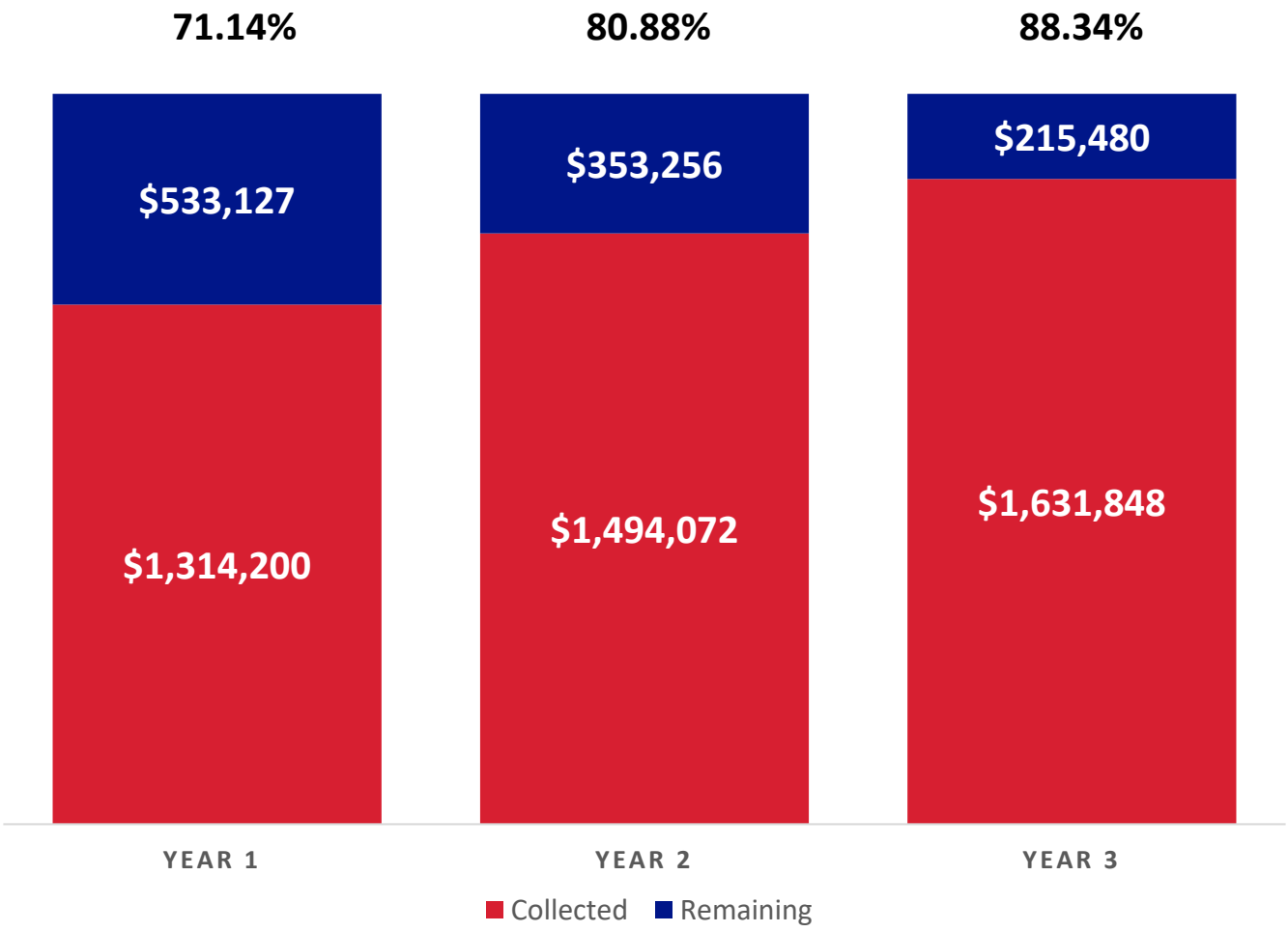
As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $1,805,441***



2021 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

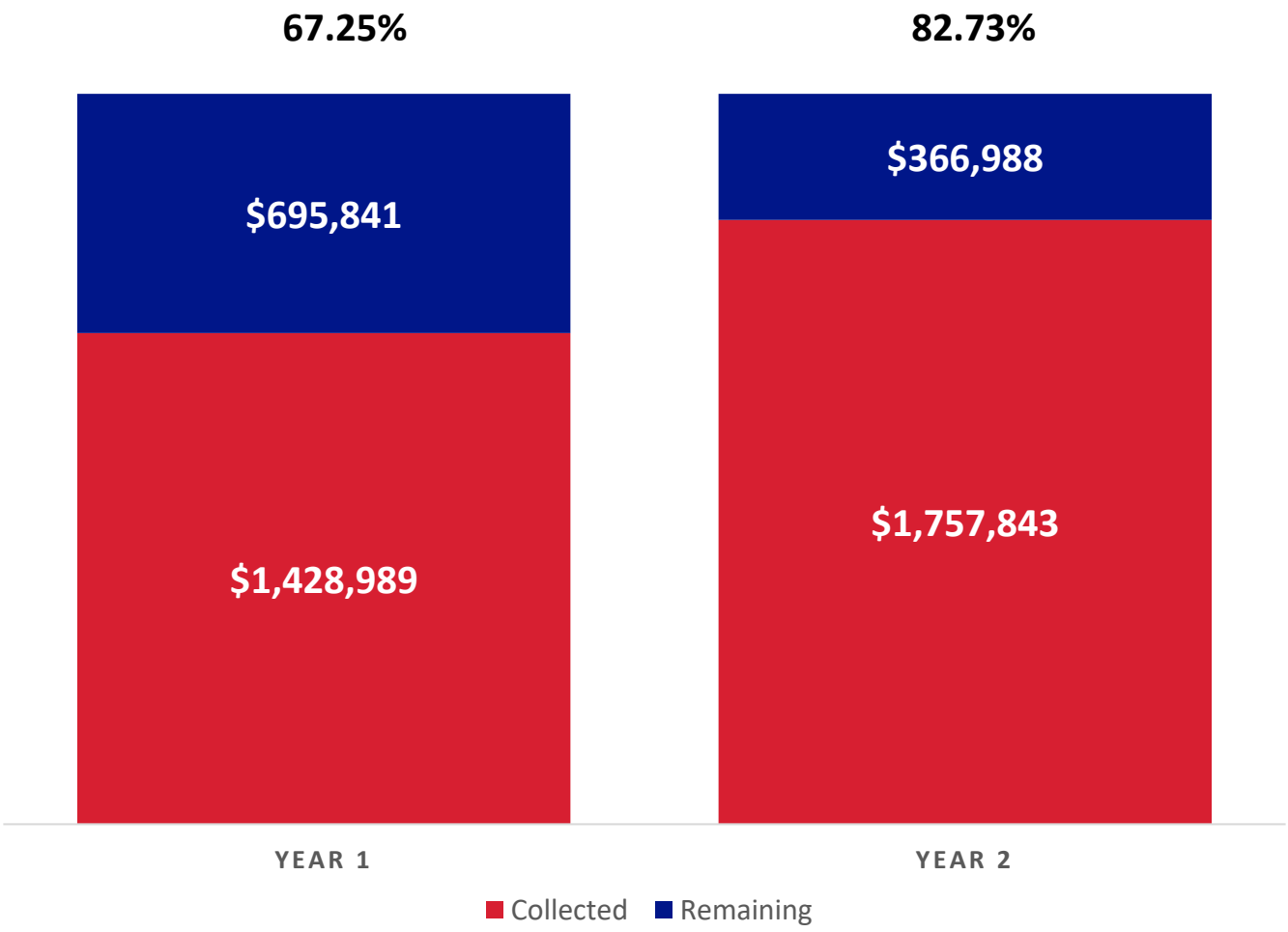
As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $1,847,328***



2022 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

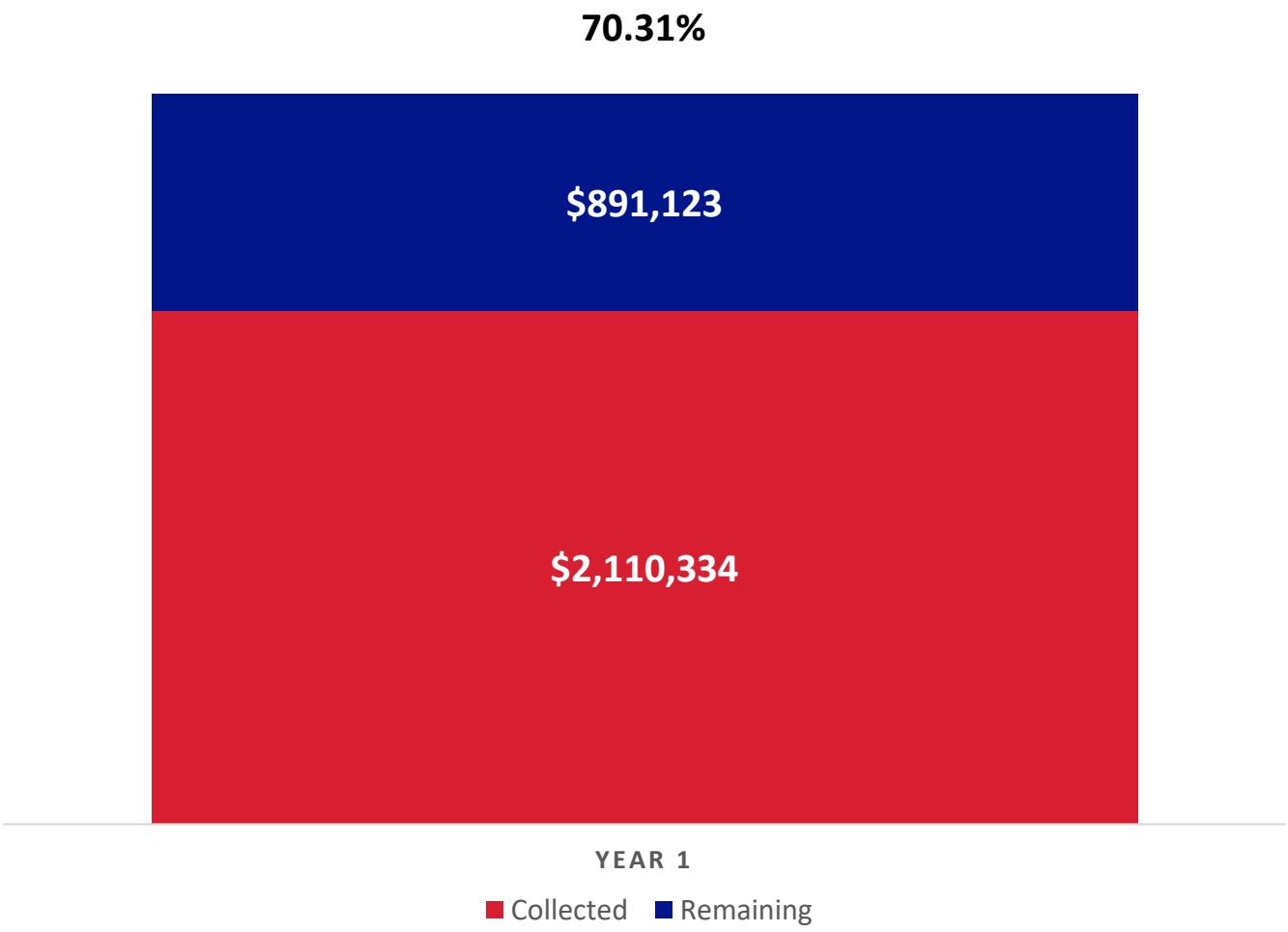
As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $2,124,831***



2023 PERCENTAGE OF COLLECTION

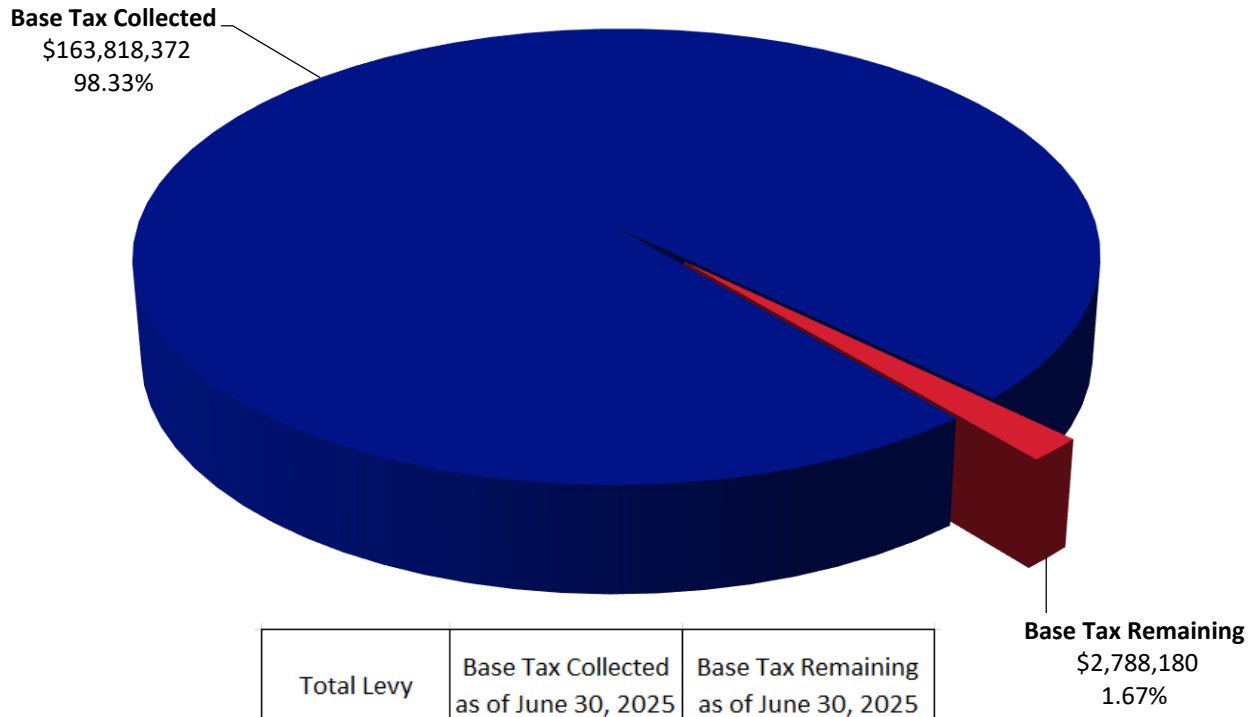
FOR BRAZORIA COUNTY

As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $3,001,457***



2024 Tax Year
BASE TURNOVER CHART
FOR BRAZORIA COUNTY

*Total 2024 Levy: $166,606,551 *Amounts Provided by the Brazoria County Tax Office*



Total Levy	Base Tax Collected as of June 30, 2025	Base Tax Remaining as of June 30, 2025
$166,606,551	**$163,818,372**	**$2,788,180**
	98.33%	**1.67%**

PERDUE BRANDON

ATTORNEYS AT LAW

BRAZORIA COUNTY

TOP 10 REPORT AS OF SEPTEMBER 1, 2025

The following represent the Top 10 outstanding delinquent accounts presently due to Brazoria County which are not already uncollectible due to the statute of limitations, over 65 deferrals, roll backs or owned by the County from a tax foreclosure sale. The amounts shown reflect base taxes due.

1. **AMG MONACO, LLP- (2023 - 2024) $25,415**
   This is an apartment complex in Lake Jackson. The taxpayer made an appropriate 42.08 payment and has filed a suit against the appraisal district. No action can be taken until the valuation lawsuit is complete. It is possible a portion or all the outstanding taxes shown due will be removed.

2. **CLUTE APARTMENTS 2 LTD.- (2023) $19,762**
   This is an apartment complex on Dixie Drive in Clute. The taxpayer made an appropriate 42.08 payment and has filed a suit against the appraisal district. No action can be taken until the valuation lawsuit is complete. It is possible a portion or all the outstanding taxes shown due will be removed.

3. **GULF COAST CONCRETE & SHELL- (2023-2024) $17,282; Case # 133043**
   This involves two personal property accounts for a concrete company. We have attempted to reach an agreement for payment terms but to no avail. The case will be set for trial in the fall and after obtaining a judgment, we will seek a receiver to operate the business and pay our taxes.

4. **LUCKY JUPITER, INC. (2024) $13,368**
   This is a 1.69-acre tract located in Alvin. We have a five-month payment agreement with the owner. If they default, we will file suit.

5. **ADAM & AUDRA ROBINSON (2023-2024) $ 13,031; Case # 133249**
   We have a tax suit pending which involves three tracts of land in the Brazosport area. We have been receiving monthly payments, however, due to the amount owed by all entities, once service is completed on all parties, the case will be set for trial.

6. **HOUSTON PLYWOOD INDUSTRY (2022-2024) $12,920; Case # 124236**
   This is a personal property account. An inspection of the property revealed the business has been closed for a couple of years. We filed a suit in August 2023. After proceeding through bankruptcy, we were able to resume the case. Once service is complete on an additional company we sued, we will set for trial. However, it will be an uncollectible account.

7. **HWY 332 HOSPITALITY, LLC- (2024) $ 12,468**
   This account involves a hotel in Lake Jackson. We have a six-month payment agreement, beginning in August. If the owner defaults on the agreement, we will file suit.

8. **PROTHERM SERVICES GROUP, LLC- (2022 & 2024) $ 10,960**
   There are two accounts located in Freeport. We have not been able to reach an agreement with the owner so we will be filing suit to collect the taxes.

9. **CENTER AT PEARLAND PARKWAY, LLC- (2024) $ 10,624**
   This is a commercial property located in Pearland. The taxpayer made an appropriate 42.08 payment and has filed a suit against the appraisal district. No action can be taken until the valuation lawsuit is complete. It is possible a portion or all the outstanding taxes shown due will be removed.

10. **SERENITY LIGHT RECOVERY- (2024) $10,613; Case # 125476**
    This involves a 10-acre commercial tract of land in Angleton. We initially filed suit in 2023 and over time taxes were paid but now the 2024 taxes are delinquent and part of the lawsuit. Our plan is to set the case for trial in the fall and if we do not get paid, we will set the case for trial.

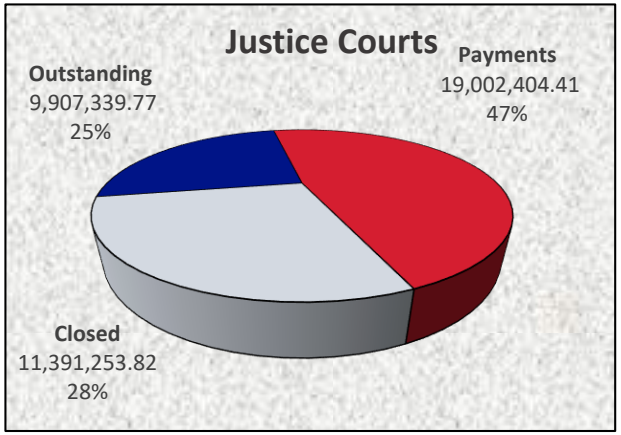
ACCOUNTS PAID SINCE MARCH 1, 2025, TOP 10 REPORT

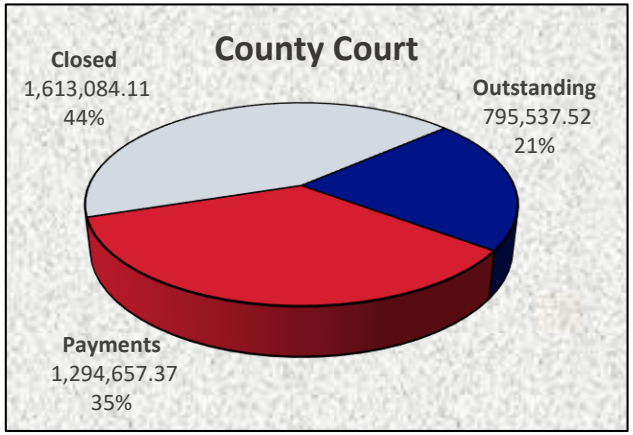
FLOWORKS INTERNATIONAL LLC- (2023) $60,412
DR SIENNA VILLAS INVESTMENTS LP- (2023) $32,016 Case # 130678
BROP, LLC- (2023) $26,387
PEARLAND OFFICE CENTER, LLC- (2023) $ 24,770
AURA AKA, LLC- (2023) $ 20,092; Case # 131727
SILVER MAPLES APARTMENTS LLC- (2023) $ 18,900
LAKE JACKSON VILLAS INVESTMENTS- (2023) $ 11,606; Case # 130677
MULLIGAN'S GOLF CENTER, LLC – (2023) $9,436

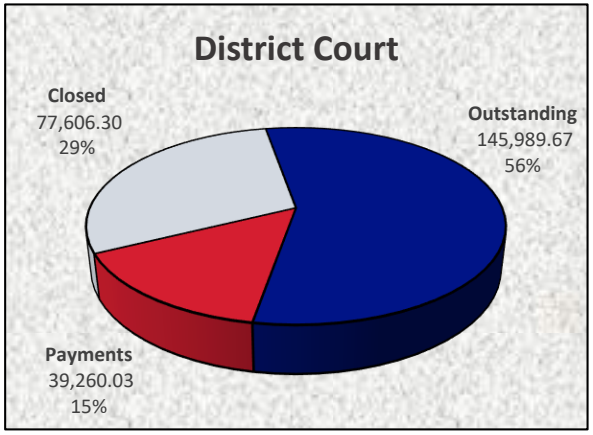
FINE & FEE COLLECTION REPORT AS OF AUGUST 21, 2025

FOR BRAZORIA COUNTY

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total $ % cleared	Total # % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts	Text Contacts
	$	#	$	#	% of $	% of #	$	#	% of $	% of #							
Brazoria JP1-1 (Brown)	5,533,312.00	14,425	2,613,137.01	8,538	47.23%	59.19%	1,822,366.14	6,645	32.93%	46.07%	80.16%	105.25%	8,822	61,699	6,238	22,420	7,962
Brazoria JP1-2 (Rape)	3,977,824.00	9,805	1,762,627.20	6,318	44.31%	64.44%	1,215,408.14	3,901	30.55%	39.79%	74.87%	104.22%	6,271	43,065	4,421	22,969	10,367
Brazoria JP2-1 (Vasut)	7,800,805.00	23,241	2,372,327.89	9,725	30.41%	41.84%	2,751,519.36	9,860	35.27%	42.43%	65.68%	84.27%	9,392	60,222	8,396	23,408	10,056
Brazoria JP2-2 (Davis)	6,963,714.00	20,364	3,682,667.04	15,267	52.88%	74.97%	1,635,747.86	6,486	23.49%	31.85%	76.37%	106.82%	11,588	86,580	7,416	26,357	11,272
Brazoria JP3-1 (Merkel)	2,396,457.00	6,212	1,337,633.20	4,425	55.82%	71.23%	745,818.09	2,438	31.12%	39.25%	86.94%	110.48%	4,340	22,787	3,866	13,240	1,615
Brazoria JP3-2 (Castillo)	1,100,330.00	3,037	498,343.67	1,936	45.29%	63.75%	325,042.84	1,512	29.54%	49.79%	74.83%	113.53%	2,270	15,340	2,173	9,120	2,436
Brazoria JP4-1 (Linder)	3,986,305.00	10,104	1,552,765.01	6,888	38.95%	68.17%	947,801.11	2,936	23.78%	29.06%	62.73%	97.23%	5,409	43,148	4,760	16,295	6,069
Brazoria JP4-2 (Kersh)	8,542,251.00	21,348	5,182,903.39	17,518	60.67%	82.06%	1,947,550.28	7,004	22.80%	32.81%	83.47%	114.87%	12,994	130,540	10,785	29,132	10,304
Total of all JP's	40,300,998.00	41,460	19,002,404	35,789	46.95%	65.71%	11,391,253.82	40,782	28.69%	38.88%	75.63%	104.58%	61,086	463,381	48,055	162,941	60,081
Brazoria County Court	3,703,279.00	4,736	1,294,657.37	3,592	34.96%	75.84%	1,613,084.11	2,350	43.56%	49.62%	78.52%	125.46%	4,393	20,198	5,042	10,179	-
Brazoria District Clerk	262,856.00	250	39,260.03	227	14.94%	90.80%	77,606.30	81	29.52%	32.40%	44.46%	123.20%	654	1,691	637	2,247	-
Total of County/District	3,966,135.00	4,986	1,333,917	3,819	24.95%	83.32%	1,690,690.41	2,431	36.54%	41.01%	61.49%	124.33%	5,047	21,889	5,679	12,426	-







TOP 10 ACCOUNTS BY ZIP CODE

FOR BRAZORIA COUNTY JP3-1

1

77511 - $49270.16(99)

2

77584 - $8919.10(20)

3

77583 - $12832.00(18)

4

77581 - $3948.50(9)

5

77075 - $3545.80(6)

6

77568 - $2793.30(6)

7

77573 - $4151.50(6)

8

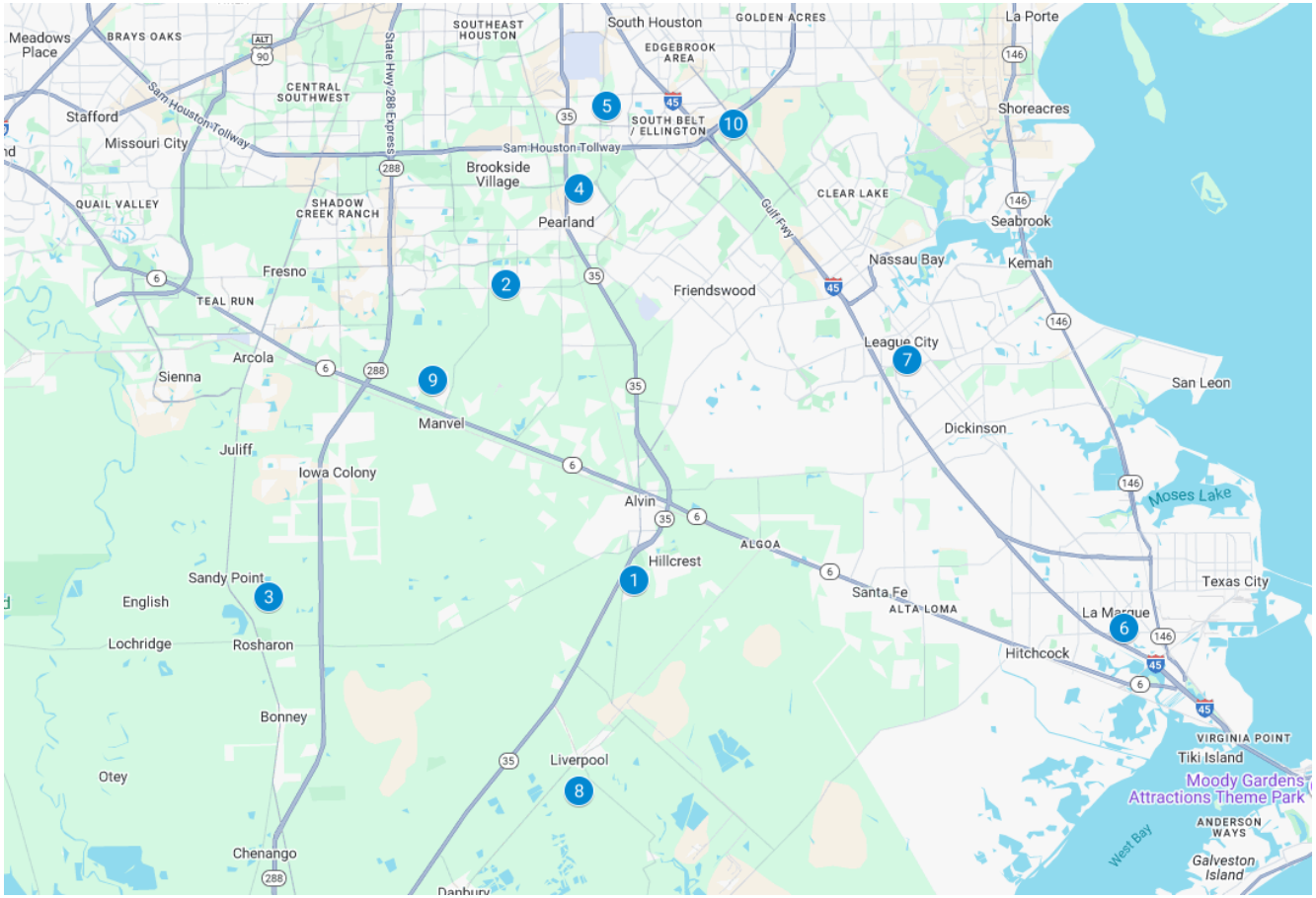
77577 - $1633.00(6)

9

77578 - $2614.80(6)

10

77034 - $2072.00(5)



TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE

FOR BRAZORIA COUNTY JP3-1

1

77511 - $11813.90(19)

2

77539 - $1280.50(3)

3

77584 - $2202.80(3)

4

77327 - $1131.00(2)

5

77506 - $1527.50(2)

6

77510 - $852.50(2)

7

77515 - $1170.00(2)

8

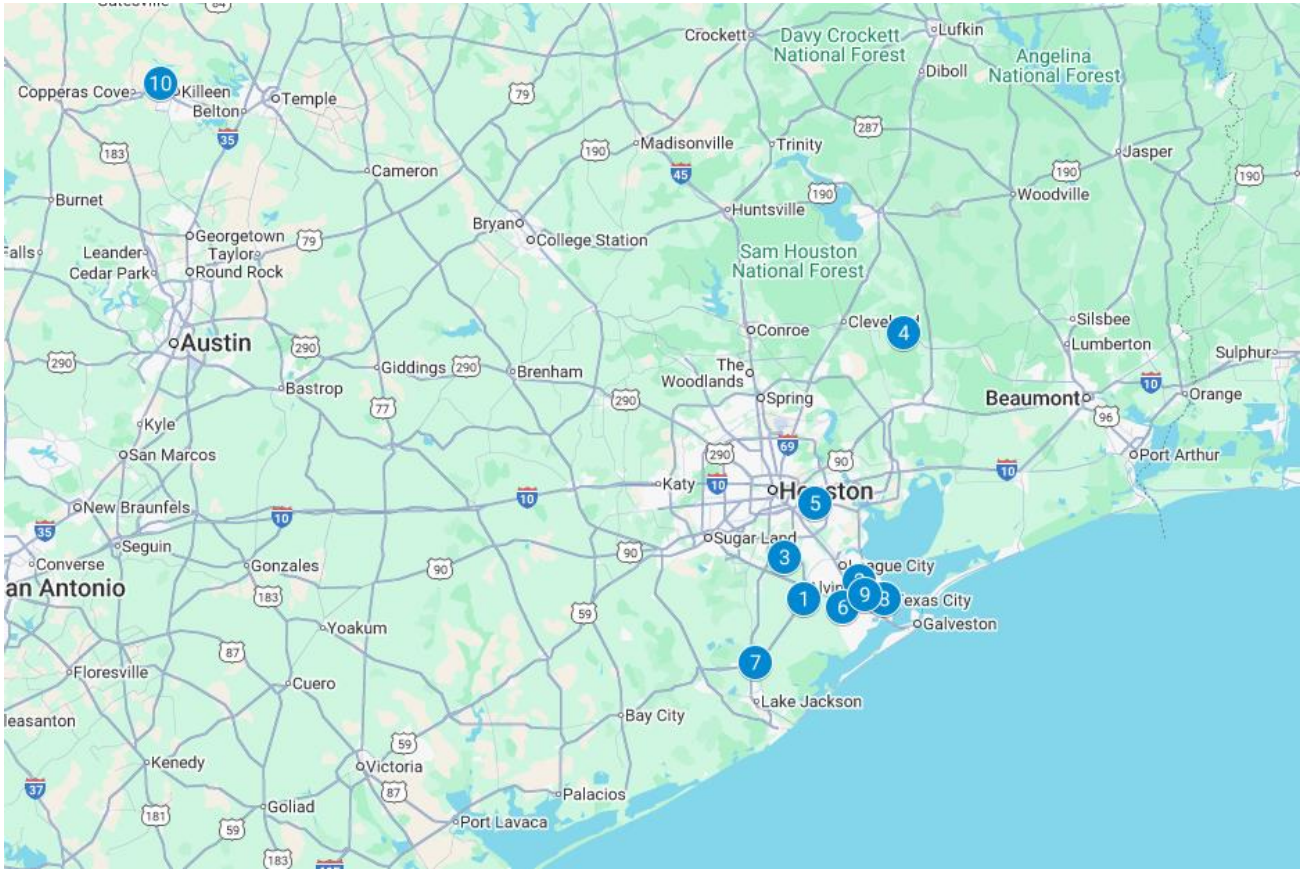
77590 - $1631.50(2)

9

77591 - $1306.50(2)

10

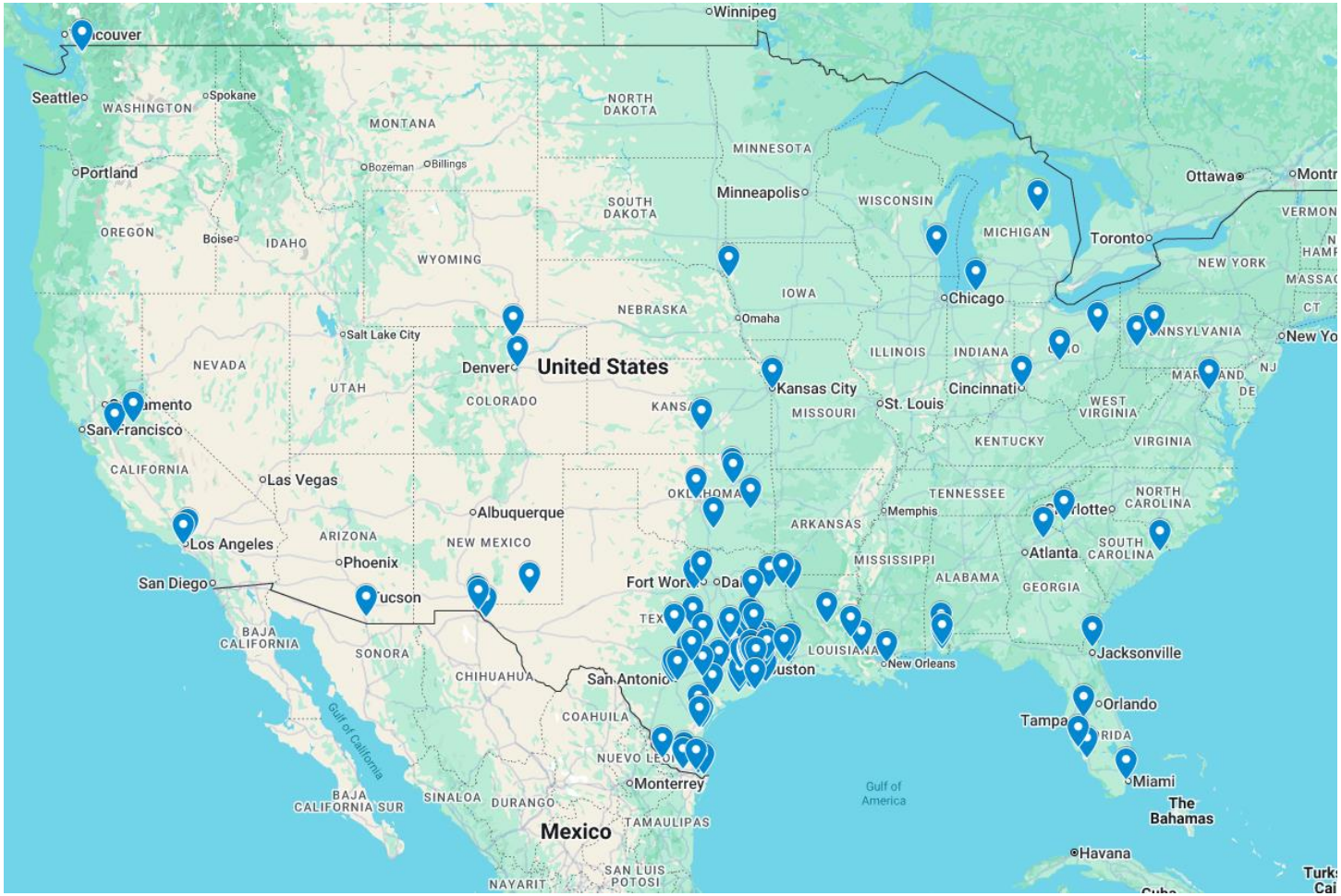
76544 - $1040.00(1)



ALL ACCOUNTS

FOR BRAZORIA COUNTY JP3-1

All items



PERDUE BRANDON

ATTORNEYS AT LAW

BCTRA Performance Report

(August 18, 2025)

The following is an overview of our collection activity from September 2021 thru August 18, 2025.

Collections Statistics

	Transactions	Tolls
Turnover	2,804,219	$3,892,021.21
Additions by HCTRA	22,717	$32,499.27
Adjustments by HCTRA	-50,721	-$67,319.55
Adjusted Turnover	**2,776,215**	**$3,857,200.93**
Total Collected (payments)	-415,863	-$595,205.17
Collection Rate	14.97%	15.43%
Remaining Balance	**2,360,352**	**$3,261,995.76**

Note: The differential between any total amount/balance stated in here is due to the daily account adjustments that occur as a result of new transactions and payments.

Account Status Breakdown

Status	Accounts	Tolls
In Collections*	93,470	$3,206,100.90
Account Research (Name, Address, Vehicle Ownership, Deceased, Bankruptcy and Client Demographic Change)		
Deceased	683	$21,766.49
Bankruptcy	0	$0.00
In Reconciliation	53	$1,014.45
In Dispute	32	$962.72
Other (Cease and Desist, Refused to Pay, Uncollectible, payment pending – Toll Authority)	30	$1,088.22

*"In collections" accounts are continuously receiving emails, text messages, phone calls and/or letters to collect the account. Unless there is a special situation warranting a different status, an account will stay in this category until it is paid in full. These accounts may have partial payments.

Contact Statistics

Total Calls In	64,407
Total Calls Out	1,365,815
Total Auto Emails Out	1,341,531
Total Auto Text Messages Out	82,541

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.2. **9/9/2025**

Memorial Hermann Life Flight - Joshua Cools

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **9/9/2025**

Agreement with Lakes of Savannah South Community Association

Approve the attached Agreement between the Lakes of Savannah South Community Association, Inc and Brazoria County for law enforcement services.

Further, the County Judge and Precinct 4 Constable are authorized to execute all documents necessary for this agreement pending final review by the Brazoria County District Attorney's Office.

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN BRAZORIA COUNTY AND LAKES OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.

This Agreement, made and entered into by and between Brazoria County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Lakes of Savannah South Community Association, Inc. ("Association").

WITNESSETH:

WHEREAS, the County and the Association desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services, as authorized by Texas Local Government Code Section 351.061 et. seq., to a certain area in Brazoria County, Texas, the area generally being described as Lakes of Savannah South.

WHEREAS, the County and the Association acknowledge that the County shall collect and receive payment, in full, of all costs for providing law enforcement services to the area described above;

WHEREAS, the County and the Association agree that payment for law enforcement services shall be for the entirety of all costs and additional expenses the County will incur for providing said additional law enforcement services for the period described in this contract;

WHEREAS, the Brazoria County Precinct 4 Constable ("Law Enforcement Official") has law enforcement authority in the Association' geographical area; and

WHEREAS, the County and the Law Enforcement Official agree to provide said additional law enforcement services.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1. Area. That Area referred to generally as Lakes of Savannah South as shown in the attached **Map A**. In no event shall the defined Area exceed the geographical area represented by the Association or the jurisdictional boundaries of the County.

2. Contract Deputy Constable(s). The additional Deputy Constable(s) (whether one or more) provided by the County to the Association to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Equipment. Includes but is not limited to: vehicles, uniforms, cellular phones, radios, body armor, tasers, and all other materials and items necessary to carry out the terms of this Agreement.

4. Working Time. The usual or normal hours (including overtime) that a Contract Deputy Constable(s) is/are required by the Law Enforcement Official to work in any calendar month.

ARTICLE II. PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement, the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions of this agreement. This Agreement shall supersede any and all prior agreements between Association and County regarding the employment of Contract Deputy Constable(s).

ARTICLE III.
TERM

The term of this Agreement shall be effective **October 1, 2025 at 12:00 AM** or the date signed by County, whichever is earlier, and expire on **September 30, 2026,** at **11:59 PM**, or under the terms of this Agreement.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by any party giving to the other parties at least thirty (30) days advance written notice of its intent to terminate, and specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated in this agreement.

B. It is expressly understood and agreed to by the Parties that, upon expiration of the Initial Agreement Term, this Agreement shall automatically renew for an additional one (1) year term and renew thereafter on an annual basis, unless any Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current term. If any Party provides timely notice of its intent not to renew this Agreement, this Agreement shall terminate on the expiration of the then-current term, unless terminated earlier in accordance with the Agreement.

C. It is expressly understood and agreed to by the parties that, notwithstanding the ability of any party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Association, at any time after the Association has defaulted in the payment of any obligation.

D. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation of this agreement, the Association shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

E. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered. If the term of this Agreement is terminated at any time other than at the end of a contract month, the monthly installment payment for such month shall be prorated.

ARTICLE IV CONTRACT DEPUTY CONSTABLE(S)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Association with the number of Contract Deputy Constable(s) shown on **Exhibit "A,"** to the Area who will devote at least 90% of working time related to the Association' geographical area, subject to the provisions of Article V-C.

B. The Contract Deputy Constable(s) shall perform his/her duties under this Agreement in full compliance with the appropriate Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office.

C. The Law Enforcement Official, or his representative, shall use reasonable efforts to notify the Association at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy Constable(s).

D. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the Association as soon as possible when a Contract Deputy Constable(s) is on sick leave.

E. The Contract Deputy Constable(s) shall perform law enforcement services in the Association' geographical location which may include, but are not limited to: welfare checks, patrolling, preparing reports, appearing in court, arresting persons and transporting suspects. They shall use **Exhibit "B"** to assist in determining routine priorities.

F. Scheduling and delivery of contract services provided herein shall be managed between the Law Enforcement Official and the Association.

G. The Contract Deputy Constable(s) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Brazoria County Sheriff's Office if in the event that said report is taken.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY CONSTABLE(S)

A. It is expressly understood and agreed to by the parties that the Contract Deputy Constable(s), shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy Constable(s), shall have no duty or obligation to the Association or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy Constable(s) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy Constable(s) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever,* to assign the Contract Deputy Constable(s) to devote any portion of his/her Working Time to the Area.

D. It is expressly understood and agreed to by the parties that should any or all of the following conditions or events occur:

1. Law Enforcement Official does not assign the Contract Deputy Constable(s) to devote at least 90% of his/her Working Time to the Area;
2. The Contract Deputy Constable(s) is/are removed from the Area by the Law Enforcement Official; or
3. The Contract Deputy Constable(s) does not devote at least 90% of his/her Working Time to the Area during the term of this Agreement;

Brazoria County shall have no liability or obligation whatsoever to the Association and/or the residents of

the Area, other than to credit the Association the appropriate prorated refund, if any be due, as provided for herein.

ARTICLE VI. COUNTY EMPLOYEES

A. The Contract Deputy Constable(s) performing duties under this Agreement shall at all times remain a county employee subject to the same rights, duties and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy Constable(s) shall perform the services described herein in accordance with the laws of the State of Texas, Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office. Further, while Brazoria County shall be responsible for the acts and omissions of its employees acting within the course and scope of their employment, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas including but not limited to, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. **THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO THE ASSOCIATION FURTHER, SHOULD ANY WARRANTIES OR CONDITIONS BE INTERPRETED, COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.**

C. The Law Enforcement Official retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy Constable(s).

ARTICLE VII. INCREASES

A. The Association agree to pay 100% of any and all increases in the Contract Deputy Constable(s)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Medicare;
2. Retirement;
3. Workers Compensation/unemployment;
4. Health and Life Insurance;
5. Certification pay;
6. Any OVERTIME incurred at the request of the Association;
7. Any OVERTIME incurred because of circumstances related to the Area;
8. Death and Dismemberment Insurance; and/or
9. Cost of Living Adjustments.

This will include the time the Contract Deputy/Deputies is/are on vacation leave, is/are on sick leave, or receives/receive workers' compensation benefits.

B. Salary. Upon notice by the County to the Association of any such increases and/or additional expenses (whether included on **Exhibit "A"** or not), the Association shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII. PAYMENT BY ASSOCIATION

A. All payments shall be made payable to Brazoria County and shall be delivered to the Brazoria

County Treasurer, 111 E. Locust, Angleton, Texas77515.

B. The Association agrees to pay Brazoria County in accordance with Contract Deputy Constable(s) Cost Worksheet for all presently known expenses beginning the effective date of this Agreement. See attached **Exhibit "A."** Both parties acknowledge and agree that the expenses shown therein are an **estimated amount,** used by Brazoria County to assess 100% (One Hundred percent) of the cost to the County for supplying the additional law enforcement services ("Contract Amount").

C. The Association hereby expressly agrees to pay for 100% of all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in **Exhibit A**, including but not limited to, Contract Deputy Constable(s) overtime, uniforms, equipment, portable cellular phones, vehicles (not to exceed one at a time per Contract Deputy),non-routine vehicle maintenance and/or vehicle appearance. Cost to be 100% of the allocated costs as determined by the County Auditor. Furthermore said vehicle (make and type) purchase is at the discretion of the law enforcement official of aforementioned law enforcement agency.

D. Additional equipment not calculated in **Exhibit "A"**, but determined by the Law Enforcement Official to be necessary to carry out the terms of this Agreement, shall be obtained by:

1. Purchase of the equipment by County with County funds which shall be reimbursed by Association in accordance with Article VIII of this Agreement;
2. Purchase of the equipment by Association who shall donate it to the County provided that the equipment meets the County's standards and is approved by the Law Enforcement Official before being used by the Contract Deputy Constable(s); or
3. Purchase by County with advance funds provided by Association.

E. The manner in which additional equipment will be purchased is solely within County's discretion.

F. In the event that a single additional equipment purchase will exceed $500.00, Association will be notified of the need for the equipment and allowed 5 business days to object to the purchase.

1. During the objection period, contract services will be provided, as long as the Law Enforcement Official determines that service is feasible.
2. If Association object to the purchase, County shall have the option to terminate this agreement without notice.
3. Association will not be credited for services not performed due to equipment issues.

G. Any equipment or vehicle purchased pursuant to this Agreement shall forever become and remain the sole property of the County, regardless of County's election in Article VIII (D) of this Agreement and shall remain property of the County, even upon termination of this Agreement for any reason.

H. Actual cost of contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Brazoria County Auditor. Proper notification of any changes will be sent no later than thirty (30) days following the end of the period being reported. Payment by the Association shall be due and payable, without demand, no later than the first day of the month in which the service is provided. Payment shall be made in equal monthly installments subject to any adjustments as provided herein.

I. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of the Association' obligations to make timely payments.

J. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

ARTICLE IX. ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X. INDEMNITY AND HOLD HARMLESS

A. THE ASSOCIATION AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (WHETHER 1st OR 3rd PARTY) AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION OR LOSS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE ASSOCIATION′ RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE ASSOCIATION′ SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE ASSOCIATION AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE ASSOCIATION AND OTHER PERSON OR ENTITY.

ARTICLE XI. SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibits and Maps and that this Agreement supersedes all prior communications and negotiations among the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, exhibits, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII. NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by other electronic means, with verification, as follows:

To the **County:**

Brazoria County Precinct 4
Attn.: Constable James Brawner 121 N 10th,
West Columbia, Texas 77486

Office of the Brazoria County Judge
Attn.: L.M. "Matt" Sebesta
237 E. Locust
Angleton, Texas 77515

To the **Association:**

Lakes of Savannah South Community Association
C/O Goodwin and Company
1400 Broadfield Rd. # 600
Houston, Texas 77084

B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XV.
MISCELLANEOUS

A. The Parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the County or its officials, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the County's sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

B. Association hereby waives and release County and its officials, officers, employees, agents, and representatives for any and all claims arising from or related to the services provided under this Agreement.

C. County shall not be liable for any claims, costs, damages, expenses, losses, and/or liability arising out of the negligent, wrongful, or illegal acts or omissions of the Association or the Association' officials, employees, representatives, or agents in relation to any obligation or service provided under this Agreement.

D. No Party may assign, lease, sublet, or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Parties. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to any Party.

E. The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome. In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event. Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for services provided or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

F. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

G. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

H. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

I. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any rights in any person, government, or other entity not the County or Association. Additionally, this Agreement shall not authorize any person, government, or other entity not the County or Association to maintain a suit for personal injuries, property damage, or any other relief.

J. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

K. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

L. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the Parties. The Parties hereby declare and acknowledge the relationship of Association to County is one of independent contractor, and County will not and does not have the right to control the details of the Association work to fulfill the obligations set forth in this Agreement. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

ARTICLE XVI. EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

BRAZORIA COUNTY

L.M. "MATT" SEBESTA, JR.	**JAMES BRAWNER**
BRAZORIA COUNTY, COUNTY JUDGE	**PCT. 4 LAW ENFORCEMENT OFFICIAL**
Date	Date

Lakes of Savannah South Community Association, Inc.



8/27/2025

SIGNATURE Date

SYLVIA RIVAS
LAKES OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.

*By law, the Brazoria County District Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval and should seek review and approval by their own respective attorney.

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN BRAZORIA COUNTY LAKES OF SVANNAH SOUTH COMMUNITY ASSOCIATION INC.

Exhibit "A"

A. As referenced in Article IV (A), this Agreement will be valid for up to 80 hours of coverage per 2-week pay period per full time Contract Deputy Constable. To accomplish this, one full time Contract Deputy Constable will be utilized to cover the requested number of hours.

B. As referenced in Article VII (A), below is an example salary and benefit breakdown for the Contract Deputy Constable positions. Please note that this may be adjusted at any time due to changes in factors including but not limited to Brazoria County pay rates, benefits, or years of service.

Brazoria County
Salary and Benefits Projection for August, 2025

Full Time Contract Deputy Constable:
Total Pay: $71,599.95
Benefits: $29,653.15
Total: $101,253.08

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MAP A

COUNTY ROAD 58

SAVANNAH PARKWAY

STATE HIGHWAY 6

N

THIS EXHIBIT IS INTENDED TO SHOW THE APPROXIMATE BOUNDARY OF BCMUD 21. ALL LOT LINES AND STREET PATTERNS ARE APPROXIMATELY SHOWN.

BRAZORIA COUNTY M.U.D. 21

EXHIBIT B

Suggested Patrol & Areas of Concern

Precinct 4 Constable's Office – Community Patrol & Support Plan

1. General Patrol & Communication

- Provide regular patrol of the community.
- Submit monthly patrol reports to the Board President (or designated board member) and Community Association Manager.
- Maintain regular communication with the Association.

2. Targeted Monitoring of High-Traffic Areas
(Exact hours to be evaluated and agreed upon as needed)

- Savannah Parkway
- Community Streets
- Splash Pad at 5335 Southern Orchard Lane
- Clubhouse at 14000 Southern Oak Lane
- Main Community Parks
- Soccer Field at 13506 Barton Meadow Lane
- Tunnel located on Savannah Parkway (on foot)

3. Event Support

- Patrol presence at requested community events throughout the year.

4. Clubhouse & Pool Patrol (May–September)

- Increased presence at clubhouse and splash pad parking lots after-hours.
- On-foot patrol every two hours during pool open hours, when feasible.

5. Parking & Vehicle Enforcement

- Carry out law enforcement procedures to address junked and/or abandoned vehicles within the public right-of-ways.

6. Traffic Safety Enforcement

- Take appropriate measures to deter traffic violations, particularly on:
    - Savannah Parkway
    - Post Road 58
    - School zones

7. Community Engagement

- Attend bi-monthly (South) board meetings.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **9/9/2025**

Agreement with Brazoria County Community Supervision and Corrections Department

Approve the attached Agreement between the Brazoria County Community Supervision and Corrections Department and Brazoria County for employee benefits, budgeting, and other administrative services.

The County Judge is authorized to execute all documents necessary for this agreement pending final review by the Brazoria County District Attorney's Office.

STATE OF TEXAS §

§

COUNTY OF BRAZORIA §

AGREEMENT FOR EMPLOYEE BENEFITS AND BUDGET
BRAZORIA COUNTY AND BRAZORIA COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between BRAZORIA COUNTY, TEXAS (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Commissioners Court, and the Brazoria County Community Supervision and Corrections Department, a political entity of the Judicial District of Brazoria County, acting through its Director (hereinafter "CSCD"). County and CSCD may be referred to collectively herein as the "Parties."

WHEREAS, TEXAS GOVERNMENT CODE §76.002(a) authorizes and requires that district judges trying criminal cases and judges of statutory county courts trying criminal cases to establish a Community Supervision and Corrections Department, hereinafter also referred to as "CSCD"; and

WHEREAS, TEXAS GOVERNMENT CODE §76.002(a) requires the district judges trying criminal cases and judges of statutory county courts trying criminal cases that are served by a CSCD to review the budget and strategic plan following the division's approval of the budget and plan and appoint a director to oversee the daily operations of the CSCD, who shall prepare annual and biennium budgets for the CSCD, to develop personnel policies and procedures including disciplinary proceedings, to establish procedures and practices through which the CSCD addresses an employment-related grievance, and employ a sufficient number of community supervision officers; and

WHEREAS, TEXAS GOVERNMENT CODE §76.004(a) requires the CSCD Director, hereinafter referred to as "Director", who is appointed by district judges trying criminal cases and judges of statutory county courts trying criminal cases, to negotiate and enter into contracts on behalf of the CSCD: and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §76.006(a), CSCD employees are governed by personnel policies and benefits equal to personnel policies for and benefits of other employees of the County, subject to the provisions of TEXAS GOVERNMENT CODE §76.006(b) regarding the determination of CSCD salaries by the Director; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §76.008, the physical facilities, equipment, and utilities for the CSCD shall be provided by the County; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §140.003(b), the County Purchasing Agent shall perform the purchasing function for the CSCD.

NOW, THEREFORE, it is mutually agreed by the Parties hereto as follows:

I.
TERM

1.01. The term of this Agreement is for one (1) year, commencing upon execution of this Agreement by the County and ending on September 30, 2026.

1.02. This Agreement is automatically renewed on October 1st each year thereafter unless either the County or the Director gives thirty (30) days written notice prior to automatic renewal date of its intention not to renew the Agreement.

II.
DUTIES AND RESPONSIBILITIES OF THE COUNTY

2.01. **Administration of Benefits:** County shall administer for the CSCD the following

employee benefits:

a) Retirement plan
b) Deferred compensation plan
c) Holiday schedules
d) Jury leave
e) Military leave
f) Vacation
g) Sick leave benefits, including shared sick leave pool
h) Any and all other benefits and coverage as though the CSCD employees were County employees, excluding Workers' Compensation and liability coverage in accordance with Texas Government Code §76.006(c), group health insurance plan, dental plan, and state health insurance supplemental products covered through Employees Retirement System of Texas (ERS), cafeteria plan, or any other benefit otherwise exempt by statute.

2.02. **Processing of CSCD Payroll**:

a) County shall process CSCD's payroll, including the withholding of income tax.
b) County shall process payroll deductions of the employees of CSCD for group health plans, dental plans, and other state health insurance supplemental product plans requiring payroll deductions, which shall be administered and remitted to the Employees Retirement System of Texas (ERS) in accordance with Section 1551.114 of the Texas Insurance Code in amounts determined by the Board of Trustees. In addition, County shall process deductions for the County retirement plan and deferred compensation plan.
c) The payroll of CSCD employees shall be paid with the above mentioned deductions in the same manner and at the same time as employees of Brazoria County.

2.03. Facilities, Equipment, and Utilities: County shall provide physical facilities, equipment, and utilities for CSCD.

2.04. **Special Fund:** County shall establish a special fund consisting of monies referred to in Section 3.02 below to be used solely for the provision of the CSCD services and community based correctional programs other than jails or prisons.

2.05. **Purchasing:** County, acting by and through the County Purchasing Director, shall perform purchasing functions in accordance with the agreement approved

August 28, 2018 by Commissioners Court Order 7.A.3.

2.06. **Budget Preparation:** County, acting by and through the County Auditor, shall assist the CSCD with the preparation of the CSCD's biennial state budget and annual County budget.

2.07. **Other Services:** County agrees to provide CSCD the services of auditing, bookkeeping, payroll, information technologies, and other fiscal services commonly provided to Brazoria County offices.

2.08. County shall reimburse CSCD for percentages of salaries and/or benefits designated during the County budgeting process for specific full-time employees. (hereinafter "Employees").

2.09. County shall reimburse CSCD for percentages of salaries and/or benefits designated during the County budgeting process for specific temporary employees (hereinafter "Temporary Employees").

2.10. The salaries, hourly wages, and actual costs of benefits in Section 2.01 of this Agreement shall be approved by Commissioners Court on an annual basis as part of the County budgeting process.

2.11. The Employees and the Temporary Employees shall be employees or temporary employees of the CSCD for all purposes.

III.
DUTIES AND RESPONSIBILITIES OF THE DIRECTOR

3.01. Consistent with Section 76.004 of the Texas Government Code, the CSCD Director shall perform or delegate the responsibility for performing the following duties:

a) Overseeing the daily function of the CSCD;
b) Preparing annually or biennially a budget for the CSCD;
c) Negotiating and entering into contracts on behalf of the CSCD;

d) Establishing policies and procedures for all functions of the CSCD;
e) Developing personnel policies and procedures, including disciplinary proceeding; and
f) Establishing procedures and practices through which the CSCD will address an employment-related grievance.

3.02. **Payment of Funds:** The Director shall cause all funds of the CSCD, including supervisory fees, to be deposited in a special fund of the County.

3.03. **Payment of Benefits:** CSCD agrees to pay and to authorize payment to the County of the full amount of payroll and the actual cost of all benefits in Section 2.01 above, including County "employer" type costs retirement plans and other benefits, such costs to be paid out of CSCD's Judicial District Fund (Basic Supervision Fund).

3.04. **Payment of Costs:** Except to the extent provided for in the County budget, CSCD shall pay all costs of supplies and materials out of CSCD's Judicial District Fund.

3.05. **Providing a Budget:** The Director shall submit a detailed list of needs of the CSCD annually to the Brazoria County Auditor for incorporation in the Brazoria County Budget.

3.06. **Personnel Policy:** Employees of the CSCD shall be governed by the same personnel benefits policies as the employees of County, except as otherwise provided by law. CSCD retains the right to administer a salary plan based upon needs and financial resources of CSCD.

IV.
PRETRIAL DIVERSION

4.01. County recognizes and acknowledges that operation by CSCD of a Pretrial Diversion program is pursuant to the authority granted in Section 76.011 of the Texas Government Code.

4.02. Although the County may provide funding for Pretrial Diversion, employees

of those Pretrial Diversion that transition from County operation to CSCD operation will be CSCD employees after such transition.

4.03. Any revenue generation by Pretrial Diversion after such transition to CSCD operation will be placed in the appropriate County account for funding of Pretrial Diversion.

V.
COMPLIANCE WITH LAWS AND REGULATIONS

5.01. Notwithstanding the provisions of Section Ill, above, nothing contained in this Agreement shall be interpreted to preempt or exempt CSCD from complying with all applicable rules, procedures and requirements of the Commissioners Court, Brazoria County Auditor, Brazoria County Human Resources, and Chapter 262 of the Texas Local Government Code ("Purchasing and Contracting Authority of Counties").

5.02. It is understood that the terms and condition of this Agreement are governed by the laws of the State of Texas.

5.03. CSCD acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

VI.
NOTICE

Notice to the County shall be submitted to:

Brazoria County
Attn: County Judge
237 E. Locust Street Suite 401
Angleton, Texas 77515
LaceyP@brazoriacountytx.gov

Notice to the Director shall be delivered to:

Community Supervision and Corrections Department
Attn: CSCD Director
1524 East Mulberry, #20
Angleton, Texas 77515
GregoryD@brazoriacountytx.gov

VII.
AUTHORITY

The Parties recognize, that the CSCD cannot bind the Board of Judges, and cannot waive the Board of Judges' statutory and regulatory authority to budget expenses or make independent purchasing and exemption decisions. County authorizes Human Resources to credit the staff of CSCD with the same vacation, sick leave, holiday, jury leave, military leave, shared sick leave, family medical emergency leave, and other credits commonly earned by all Brazoria County employees.

VIII.
MISCELLANEOUS

8.01 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.

8.02 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

8.03 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is no contained herein shall be valid of binding.

8.04 This Agreement cannot be assigned by either party.

8.05 This Agreement does not confer any enforceable rights or remedies upon any

person other than the Parties. No provision of this Agreement constitutes consent to suit.

8.06 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

8.07 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

IX.
SOURCE OF CSCD FUNDS

The cost of CSCD employee salaries and benefits are paid from CSCD's Judicial District Funds. In consideration for other services provided by County through this Agreement, CSCD will pay County a fiscal service fee of no more than 0.75% (three (3) quarters of one (1) percent) of CSCD Judicial District Funds during the state fiscal year, on or after September 1st of each year as provided by law for services of auditing, bookkeeping, developing and documenting written fiscal policies, preparing timely and accurate quarterly financial reports, preparing a Statement of Financial Position at the close of each fiscal year or designated funding period, and providing services set forth in the statutes and other services deemed necessary by CSCD and the County Auditor.

X.
EXCUTION

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the Parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Brazoria County

By: _____

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

Date:_____

Brazoria County Community Supervision and Corrections Department

By: _____

CSCD Director Dr. Gegory Dillion

Date: _____

ATTEST:

_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **9/9/2025**

Interlocal Agreement with Galveston County - Gulf Coast Auto Crimes Task Force

Court hereby authorizes the attached Interlocal Agreement with Galveston County for the Gulf Coast Auto Crimes Task Force.

Further, the County Judge is hereby authorized to sign any documents relating to the Gulf Coast Auto Crimes Task Force after final review by the District Attorney's Office.

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **County of Brazoria**, a political subdivision of the State of Texas situated in Brazoria County, Texas, hereinafter called **"Brazoria County"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **County of Brazoria** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of $1,446,838.00 for the Gulf Coast Auto Crimes Task Force, and,

WHEREAS, the **Brazoria County** has agreed to contribute the total of $89,204.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **Brazoria County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **Brazoria County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Brazoria County** (sub-grantee) agrees to contribute a total of $89,204.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (2 Brazoria County employees)	$84,404.00	Fringe paid by Brazoria County in lieu of match (Professional and Contractual Services)
Fuel for Agents' Vehicles (2 Brazoria County employees)	$4,800.00	In-Kind Match by Brazoria County (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **County** and **Brazoria County** fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Gulf Coast Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, 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.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

(1) Reviewing financial and performance reports required by the local government.

(2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.

County of Galveston by:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

County of Brazoria by:

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

_____
Date Signed

ATTEST:

_____
Joyce Hudman, Brazoria County Clerk

Watch Your Car
Motor Vehicle Crime Prevention Authority

Galveston County Taskforce Grant Negotiation for Fiscal Year 2026

The Application was submitted by Mark Henry at 8/1/2025 2:57:30 PM and is now locked.
The confirmation Number is 2025080100459.

Primary Agency / Grantee Legal Name: *Galveston County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX0840000: GALVESTON CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Gulf Coast Auto Crimes Task Force

Application Category (See **Request for Applications** [RFA] for category details and descriptions RFA Priority Funding Section):
New Grant - 2026 is the first year of the MVCPA Taskforce Grants. All 2026 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.
- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Gulf Coast Auto Crimes Task Force covers Galveston, Brazoria, Matagorda, and Southern Harris County areas. Participating agencies include Galveston and Brazoria County Sheriff's Offices, Galveston and La Marque Police Departments, and we seek to add Texas City Police Department in FY2026. We conduct 68-A inspections, respond to complaints and assist on investigations for all coverage areas. Our analyst offers support statewide, and to other agencies nationwide upon request.

Define in the tables below the grant relationships and geographic area of the taskforce:
Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0200000 BRAZORIA CO SO (MIP)	TX0200100 ALVIN PD
TX0840000 GALVESTON CO SO	TX0200200 ANGLETON PD
TX0840400 GALVESTON PD	TX0200300 CLUTE PD
TX0840700 LA MARQUE PD	TX0200400 DANBURY PD
TX0840900 TEXAS CITY PD	TX0200500 FREEPORT PD
	TX0200800 LAKE JACKSON PD
	TX0200900 MANVEL PD
	TX0201000 PEARLAND PD(MIP)(IBR)
	TX0201100 RICHWOOD PD
	TX0201200 SWEENY PD (AE)
	TX0201400 WEST COLUMBIA PD
	TX0201700 ALVIN COMMUNITY COLL PD
	TX0201800 BRAZORIA PD
	TX0201900 BROOKSIDE VILLAGE PD

TX0202700 JONES CREEK PD (AE)
TX0202800 SURFSIDE BEACH PD
TX0202900 OYSTER CREEK PD
TX0203200 ALVIN ISD PD
TX0203300 ANGLETON ISD PD (AE)
TX0203500 COLUMBIA-BRAZORIA ISD PD
TX0840200 DICKINSON PD
TX0840300 FRIENDSWOOD PD (AE)
TX0840500 HITCHCOCK PD
TX0840600 KEMAH PD
TX0840800 LEAGUE CITY PD
TX0841000 UTMB-GALVESTON PD
TX0841200 TX A&M GALVESTON PD (AE)
TX0841900 JAMAICA BEACH PD (AE)
TX0842100 SANTA FE PD
TX0842200 BAYOU VISTA PD
TX0842300 COLL OF THE MAINLAND PD
TX0842800 Santa Fe ISD PD
TX0843100 GALVESTON ISD PD

- **Other Coverage** (Use if ORI not listed or explanation is necessary.):
  Galveston Port Police Department ORI TX0842400, Port of Freeport (Vehicle exports moved to Freeport from Galveston, Equipment imports/Exports remain in Galveston) No ORI. Also will cover Matagorda County upon request.

Resolution: Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to *grantsMVCPA@txdmv.gov*. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:
Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$412,525	$18,315	$430,840	
Fringe	$0	$126,779	$126,779	
Overtime	$20,626	$0	$20,626	
Professional and Contract Services	$508,655	$196,648	$705,303	
Travel	$26,240	$0	$26,240	
Equipment	$50,050	$30,000	$80,050	
Supplies and Direct Operating Expenses (DOE)	$57,000	$0	$57,000	$48,000
Total	$1,075,096	$371,742	$1,446,838	$48,000
Cash Match Percentage		34.58%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Lt / Project Manager (Position 401)	Investigator/LEO	50	$55,295	$2,875	$58,170	
Sgt/Commander (Position 404)	Investigator/LEO	100	$99,130	$4,730	$103,860	
Investigator (Position 405)	Investigator/LEO	100	$93,399	$4,070	$97,469	
Investigator (Position 402)	Investigator/LEO	100	$93,399	$4,640	$98,039	
Analyst (Position 403)	Crime Analyst/LE Professional	100	$71,302	$2,000	$73,302	
Total Personnel		450	$412,525	$18,315	$430,840	
Fringe						
Lt / Project Manager (Position 401)	Investigator/LEO		$0	$15,738	$15,738	
Sgt/Commander (Position 404)	Investigator/LEO		$0	$30,108	$30,108	
Investigator (Position 405)	Investigator/LEO		$0	$28,041	$28,041	
Investigator (Position 402)	Investigator/LEO		$0	$28,139	$28,139	
Analyst (Position 403)	Crime Analyst/LE Professional		$0	$24,753	$24,753	
Total Fringe			$0	$126,779	$126,779	
Overtime						
Lt / Project Manager (Position 401)	Investigator/LEO		$2,765	$0	$2,765	
Sgt/Commander (Position 404)	Investigator/LEO		$4,956	$0	$4,956	
Investigator (Position 405)	Investigator/LEO		$4,670	$0	$4,670	
Investigator (Position 402)	Investigator/LEO		$4,670	$0	$4,670	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Analyst (Position 403)	Crime Analyst/LE Professional		$3,565	$0	$3,565	
Total Overtime			$20,626	$0	$20,626	
	Professional and Contract Services					
Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100	$99,705	$6,456	$106,161	
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100	$0	$44,126	$44,126	
Galveston PD - Sr Police Officer	Investigator/LEO - overtime	100	$4,985	$0	$4,985	
La Marque PD- Investigator	Investigator/LEO - personnel	100	$75,431	$3,420	$78,851	
La Marque PD- Investigator	Investigator/LEO - fringe	100	$0	$24,665	$24,665	
La Marque PD- Investigator	Investigator/LEO - overtime	100	$3,772	$0	$3,772	
Brazoria County SO - Investigator I	Investigator/LEO - personnel	100	$97,317	$2,400	$99,717	
Brazoria County SO - Investigator I	Investigator/LEO - fringe	100	$0	$37,114	$37,114	
Brazoria County SO - Investigator I	Investigator/LEO - overtime	100	$4,866	$0	$4,866	
Brazoria County SO - Investigator II	Investigator/LEO - personnel	100	$112,816	$3,940	$116,756	
Brazoria County SO - Investigator II	Investigator/LEO - fringe	100	$0	$40,950	$40,950	
Brazoria County SO - Investigator II	Investigator/LEO - overtime	100	$5,641	$0	$5,641	
Texas City PD - Sr Police Officer	Investigator/LEO - personnel	100	$99,164	$1,800	$100,964	
Texas City PD - Sr Police Officer	Investigator/LEO - fringe	100	$0	$31,777	$31,777	
Texas City PD - Sr Police Officer	Investigator/LEO - overtime	100	$4,958	$0	$4,958	
Total Professional and Contract Services		1500	$508,655	$196,648	$705,303	
	Travel					
MVCPA meetings and workshops	Administrative In-state		$1,640	$0	$1,640	
Advanced/Specialized Auto Theft Training	Training In-State		$4,920	$0	$4,920	
TAVTI	Training In-State		$8,200	$0	$8,200	
MVCPA Conference	Training In-State		$8,200	$0	$8,200	
Other Investigative Training	Training In-State		$820	$0	$820	
Other Investigative Training	Training Out-of-State		$820	$0	$820	
Investigations	Law enforcement In-State		$820	$0	$820	
Investigations	Law enforcement Out-of-State		$820	$0	$820	
Total Travel			$26,240	$0	$26,240	
	Equipment					
Truck (1)			$30,000	$30,000	$60,000	
Computer			$3,500	$0	$3,500	
Printer (for vehicle)			$650	$0	$650	
Docking station for vehicle			$1,700	$0	$1,700	
Cell Phone			$1,200	$0	$1,200	
800 MHz Radio for truck			$6,000	$0	$6,000	
Handheld radio			$7,000	$0	$7,000	
Total Equipment			$50,050	$30,000	$80,050	
	Supplies and Direct Operating Expenses (DOE)					
Service Contracts (Hardware/Software)			$17,500	$0	$17,500	
Fuel			$0	$0	$0	$24,000
Vehicle Maintenance			$3,000	$0	$3,000	
Wireless Communications			$9,000	$0	$9,000	
Administrative Supplies			$1,000	$0	$1,000	
Operating Supplies			$6,000	$0	$6,000	
Training			$8,000	$0	$8,000	
Vehicle Make Ready			$11,000	$0	$11,000	
Towing			$1,500	$0	$1,500	
Utilities			$0	$0	$0	$24,000
Total Supplies and Direct Operating Expenses (DOE)			$57,000	$0	$57,000	$48,000

Budget Narrative

A. Personnel

Personnel: Lt/Project Manager (Galveston County Sheriff's Office): Oversees Auto Crimes Task Force and Catalytic Converter grants as well as overseeing Galveston County Sheriff's Office Organized Crimes Task Force. Maintains communications with Project Director, Commander, Investigators, and office personnel. Stays in contact with the Sheriff's Office Command staff, County Auditor, Purchasing Agent and Legal divisions to ensure compliance with the appropriate state and county regulations. Coordinates with Analyst concerning finances, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 50% assigned to Gulf Coast Auto Crimes Task Force. Commander (Galveston County Sheriff's Office): Supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Manager, investigators, and office personnel. Provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force. Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle related requests for local, state, and federal investigators. Also maintains grant and financial records. 100% assigned to Auto Crimes Task Force. Note: Salaries listed are based on current amounts with a 3.5% buffer included to account for any potential COLAs or increases for the coming fiscal year. Base salary for sworn personnel calculated at 86 hours bi-weekly. Salary Cash Matches include Law Enforcement Career Path Program costs (for sworn personnel) as follows: Certification Pay (based on level of certification as follows: $75 per month for intermediate certification; $100 per month for advanced certification; and $150 per month for master certification); and Longevity Pay: $10.00 per each year of time in service per month. Also included is a one-time bonus of $2,000 per employee typically given to County employees in the second pay period in November if approved for FY2026. Lt/Project Manager grant and cash match amounts reflect 50% percentage assignment to MVCPA grants.

B. Fringe

Fringe: Amounts reflected above include the following benefits for all county employees at their current rates with a 3.5% buffer for potential COLAs for FY 2026 plus overtime: Pension -Texas County District and Retirement System (TCDRS) at 11.87%; Alternate Plan including deferred compensation (3.710468%), long term disability and life insurance rates variable by age and pay rates; Medicare at 1.450%; Unemployment Insurance at 0.11%; Health Insurance at $795/month. Amounts shows reflect percentage of time assigned to task force.

C. Overtime

Overtime funds requested were calculated at 5% (respective of time assigned to task force) of current base pay plus a 3.5% buffer for potential COLAS per employee for FY 2026. Overtime funds would be used to conduct special operations and activities and would be approved by the Commander on a case by case basis. These funds could offset some of the time off and man-power shortages frequently experienced due to comp time accrual overages.

D. Professional and Contract Services

Narrative: Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. GPD Salary total calculated at current base with a potential 5% COLA; Salary Cash Match shown for the following incentive pay: Certification Pay (based on TCOLE certification - Intermediate: $100/month; Advanced: $167/month; and Masters: $208/month); Longevity Pay ($55 /month); and Education Pay (based on degree held from nationally accredited college or university - Associates: $75/month; Bachelors: $200/month; Masters: $250/month); Bilingual Pay: ($75/month). Cash Match for GPD Benefits/Fringe include: Pension (18%); Social Security (6.20%); Medicare (1.450%); Health Insurance ($1194/month); Dental Insurance ($24/month): and Life Insurance ($84/month). GPD overtime requested for FY 2026 calculated at 5% of the projected base pay and are included in Fringe amounts. La Marque Police Department (Investigator): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. LMPD Salary total calculated at current base rate plus 4% potential for a COLA for FY 2026; Salary Cash Match shown for the following incentive pay: Certification Pay: up to $205/month; Longevity Pay: one-time annual payment received in November; an Equipment Allowance: $85/month; Investigator Pay: $200/month. Cash Match for LMPD Benefits/Fringe include: Pension (14.29%); Social Security (6.20%); Medicare (1.450%); and Health Insurance ($544.84/month). LMPD overtime requested for FY 2026 calculated at 5% of the projected base pay and are included in Fringe amounts. Brazoria County Sheriffs Office (2 Investigators): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. BCSO Salary total calculated at current base rate plus 3% for potential COLAS or pay increases for FY 2026. Base salary for sworn personnel calculated at 86 hours bi-weekly. Salary Cash Match shown for the following incentive pay: Certification Pay: $150/month; and Longevity Pay: $5/month for every year of service. Cash Match for BCSO Benefits/Fringe include: Pension (13.27%); AUL alternate to SSN (6.017%); Medicare (1 .45%); Health Insurance: $1,000/month; Health Clinic for employees: $20/pay period; 401-H (2.4%); and Unemployment (.14%). BCSO overtime requested for FY 2026 calculated at 5% of the projected base pay and are included in Fringe amounts. For FY 2026 we are asking for a new investigator position from Texas City Police Department. If approved, the Texas City PD Investigator would: Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. Would be 100% assigned to Auto Crimes Task Force. The amounts reflected above are calculated at the current Sr Police Officer pay rate, plus 3% for potential COLAs or pay increases. Unknown Fringe/Benefits but were calculated at 30%. Requested overtime calculated at 5% of the base.

E. Travel

Galveston County adopted new per diem rates and updated their travel policy in FY 2024. Per diem rates established by standard CONUS rates. The mileage rate is in conjunction with the IRS standard mileage rate. Each investigator assigned by contract will follow the travel policies of their home agencies respectively and will invoice ACTF for reimbursement of travel costs incurred. An average general per diem of $55 per day used in below calculations. Administrative (In-State): ACTF anticipates travel to MVCPA Board Meetings and/or grant workshop quarterly for Commander and Analyst. Estimated total $1,640: (calculated as an overnight stay 4 times per year: $150/night x 2 people - $1,200 hotel; plus per diem: $55/day x 2 people x 4 times = $440). Training: Travel expenses

Budget Narrative

following are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force. Advanced/Specialized Auto Theft (In-State) $4,920: (locations not determined yet for FY 2026 but calculated for 3 employees to attend each: $150/night x 3 people x 4 nights x 2 classes = $3,600; plus per diem: $55/day x 3 people x 4 nights x 2 classes = $1,320). TAVTI -Texas Association of Auto Theft Investigators (In-State) $8,200: (Houston, FY 2026 estimated funds include: 10 hotel rooms at $150/night for 4 nights - $6,000; per diem: $55/day x 4 days x 10 people =$2,200). MVCPA Conference (In-State) $8,200 (location not yet determined for FY 2026 but calculated for 10 hotel rooms at $150/night for 4 nights - $6,000; per diem: $55/day x 4 days x 10 people =$2,200). Investigative Training (In-State) $820: (could include New Detective and Criminal Investigator Training; Interview and Interrogation Training, etc. and will be scheduled locally where available. Calculated at 2 hotel rooms for $150 twice per year; per diem $55/day x 2 people x 2 classes =$220 in case non-local travel necessary for investigative training opportunities). Investigative Training (Out-of-State) $820: (not determined at this time but calculated at 2 hotel rooms for $150 twice per year; per diem $55/day x 2 people x 2 classes =$220 in case non-local travel necessary out-of-state such as NICB or other training opportunities). Investigative (In-State) $820: (not determined at this time but calculated at 2 hotel rooms for $150 twice per year; per diem $55/day x 2 people x 2 times =$220 in case of in-state travel needed to conduct investigation or follow up on leads (non-training funds). Investigative (Out-of-State) $820: (not determined at this time but calculated at 2 hotel rooms for $150 twice per year; per diem $55/day x 2 people x 2 times =$220 in case of out-of-state travel needed to conduct investigation or follow up on leads (non-training funds) in Louisiana or in another state.

F. Equipment

All listed would be purchased if new detective position for Texas City PD approved for FY 2026. New 4x4 pickup to be able to tow and access difficult terrains, including beaches; estimate $60,000 for the new truck. We request permission to use $30,000 Program Income as cash match toward the purchase of the truck. To equip new Investigator, we would also need: Laptop Computer (with desk dock, monitors, keyboard, etc.) $3,500; Printer for truck: $650 to allow for investigator to be able to issue 68A forms from the field; a Docking Station for the computer while in the truck: $1,700; a Cell Phone (1) estimated at $1,200 to include a ruggedized case for the new detective; an 800 MHz radio ($6000) to be installed in the new truck for communications; and a hand held radio for communications outside of the vehicle.

G. Supplies and Direct Operating Expenses (DOE)

Service Contracts: $17,500 for Software Licensing and Maintenance costs - $11,500 to renew annual contract with Motorola Solutions for Vehicle Manager (previously known as LEARN through Vigilant Solutions) access to LPR data; Software Licensing and Maintenance costs of $3,000 to CovertTrack to renew annual contract to access mapping for tracking devices; Site License agreement annual renewal with Motorola Solutions (Previously Vigilant Solutions) for $3,000 for License Plate Reader camera systems. Fuel: The county and cities provide fuel for ACTF vehicles including investigator vehicles and LPR. All amounts shown as in-kind match are based on estimate of $200/month and include the potential new Texas City Police Department investigator position. Quarterly expenditure reports will document actual match by each entity. Vehicle Maintenance: $3,000 to cover any cost for maintenance or repair to bait vehicles (bait car, cargo trailer, all-terrain vehicles and personal water craft); License Plate Reader vehicle; ACTF Polaris UTV; and ACTF crime prevention trailer. The participating Counties and Cities for each agent will repair and maintain agent's vehicles (8 total including the newly applied-for Brazoria County position). Wireless Communications: $9,000 including cell phones used by ACTF staff $50/month for 10 lines (including new TCPD Investigator) totaling $6,000; Also includes costs of Insight app to be added to each phone to allow ability to TCIC/NCIC data from cell phones in the field at $300/phone per year totaling $3,000. Administrative Supplies: $1000 for Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Operating Supplies $6,000: Estimated $3,000 for Departmental Supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies; finger print supplies; and other items used by Auto Crimes Task Force Agents in the course of their assigned duties; and $3,000 for Crime Prevention Supplies to allow the purchase and replenishment of popular give-away promotional items. Training: $8,000 to allow for training opportunities including attendance to Texas Association of Vehicle Theft Investigators (TAVTI) conference at $200/person for 10 people; Other possible training opportunities could include new detective school, interview and interrogations training, or other investigative training, estimated at $500/course x 8. Vehicle Make Ready: $11,000 - If new TCPD position approved, to install lights, sirens, antennas, tint, tool boxes, pep-link etc. in new truck. Towing $1,500 Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed $1,500 in towing fees. Utilities/Building Maintenance/Alarm: In-kind match shown for County provided utility services (electrical, water, sewer, garbage disposal, etc.) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Cost of utilities estimated at $2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Galveston County	Grantee	$145,094
City of Galveston	Subgrantee	$50,582
City of La Marque	Subgrantee	$28,085
Brazoria County	Subgrantee	$84,404
City of Texas City	Subgrantee	$33,577
Program Income	Program Income	$30,000
Total Cash Match		$371,742

Source of In-Kind Match

Galveston County	Grantee	$36,000.00
City of Galveston	Subgrantee	$2,400.00
City of La Marque	Subgrantee	$2,400.00
Brazoria County	Subgrantee	$4,800.00
City of Texas City	Subgrantee	$2,400.00
Total In-Kind Match		$48,000.00

Statistics to Support Grant Problem Statement

Reported Cases	2023			2024		
Jurisdiction	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Galveston County SO	702	1,291	13	518	1,133	8
Brazoria County SO	205	213	9	158	151	3
Galveston PD	165	264	0	141	269	4
La Marque PD	44	34	0	48	60	9
Texas City PD	171	262	0	101	292	0

Application Narrative

Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by County Commissioners' Court. The Court has appointed the Galveston County Sheriff to oversee this project. The Gulf Coast Auto Crimes Task Force command structure has a Director (appointed by the Sheriff). Program Manager, Commander, Analyst and Six Investigators. The task force follows the command structure of the Sheriff's Office. The Gulf Coast Auto Crimes Task Force is a multi-agency/multi-county and multi-jurisdictional task force with personnel having extensive training in auto theft and vehicle financial fraud. The task force coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often intertwined with organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals involved in illegal behavior, including theft by fraud, give rise to immense pecuniary losses to Texas communities. The Gulf Coast Auto Crimes Task Force proposes to reduce vehicle related crimes throughout Galveston and Brazoria counties and the surrounding areas by collaborating with law enforcement agencies within Galveston, Brazoria and surrounding counties by conducting covert operations, surveillance, vehicle identification, agency assistance, and intelligence sharing. Crime mapping and analytical research is an integral part of combating the varied array of criminal enterprises across multiple jurisdictions. The Gulf Coast Auto Crimes Task Force develops strategies and utilizes statistical crime data to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles / parts. The Gulf Coast Auto Crimes Task Force utilizes available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles / parts and thefts of motor vehicles. Gulf Coast Auto Crimes Task Force Investigators also work re-actively by investigating assigned follow up cases from participating agencies to aid in the identification of prolific offenders as well as potential suspects and / or actors perpetrating motor vehicle thefts and motor vehicle burglaries. The Gulf Coast Auto Crimes Task Force further conducts vehicle inspections for port operations and TXDMV 68-A forms. The Gulf Coast Auto Crimes Task Force will conduct vehicle theft, burglary of a vehicle and catalytic converter theft awareness campaigns with emphasis on public education events that will influence the community members to safeguard their vehicles and personal property through the use of practical prevention methods. The Gulf Coast Auto Crimes Task Force provides an Analyst who assists officers from any requesting Local, County, State, or Federal Agency. Task Force funding is crucial to combat, burglary of motor vehicles / parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes within the coverage areas including the Port of Galveston (Galveston County) and Port of Freeport (Brazoria County).

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The Gulf Coast Auto Crimes Task force is governed by Galveston County Commissioners' Court which has assigned the Galveston County Sheriff as being responsible for task force operations. The Galveston County Sheriff has designated a Galveston County Sheriff's Office Captain as Director of the Task Force. The Director has assigned a Galveston County Sheriff's Office Lieutenant as the Program Manager and a Galveston County Sheriff's Office Sergeant as the Commander of the Task Force. The Gulf Coast Auto Crimes Task Force is a multi-agency/multi-county task force which has interlocal agreements with participating agencies. These agencies have agreed to conditions set forth in the agreement to participate. The Gulf Coast Auto Crimes Task Force covers all of Galveston County law enforcement agencies including State, and Federal agencies. The Gulf Coast Auto Crimes Task Force further covers southern Harris County agencies, Brazoria County agencies and Matagorda County by request. The Gulf Coast Auto Crimes Task Force also includes the Port of Galveston (Galveston County) and Port of Freeport (Brazoria County). The Gulf Coast Auto Crimes Task Force provides an Analyst who is funded by MVCPA to provide analytical assistance to task force Investigators, other MVCPA funded task forces as well as any requesting Local, County, State or federal agencies. Some of the operational costs listed in this grant application are used to provide this statewide assistance as well. The Gulf Coast Auto Crimes Task Force only targets criminal populations and / or hotspots and other areas as identified through crime mapping and analysis, or upon request by law enforcement agencies within the coverage area.

Grant Problem Statement

2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Gulf Coast Auto Crimes Task Force provides full service to Galveston County (population 367,407 per reports for 2024) Brazoria County (population 413,224 per reports for 2024). (Note: Summer population triples in Galveston and Brazoria Counties). Additionally, Southern Harris and Matagorda counties are served on a request basis. The Texas City Police Department has requested to join the Gulf Coast Auto Crimes Task Force and have been included on the FY26 application to bolster the Gulf Coast Auto Crimes Task Force as multi-Agency and multi-County task force for the region. The City of Texas City continues to see an ever-growing population and expansion of retail businesses creating a target rich environment for perpetrators of motor vehicle related crimes. The City of Texas City, with a population of 53,084 (According to 2024 records), accounts for approximately 14% of the overall population in Galveston County. According to the Texas Department of Public Safety Crime Index, motor vehicle thefts in the City of Texas City attributed to 24% of the overall motor vehicle thefts in Galveston County during the calendar year 2023 and 19.5% in 2024. During the calendar year 2023, the City of Texas City saw the tourist industry in the southern part of Galveston County (which includes the City of Texas City) as well as Brazoria County continue to see record increases. These areas have increased incidents of violence associated with motor vehicle crimes due to inflation and other economic impacts. Galveston and Brazoria Counties have suffered losses of $5,260,572 million dollars in 2025 due to motor vehicle theft, motor vehicle burglaries and catalytic converter thefts (according to the Texas Department of Public Safety Crime Index). The victims of these crimes have grieved an array of losses well beyond economic hardships, such as lost time, lost business, lost wages and overall diminishment of community well-being. In calendar year 2024, there were 1,133 (Galveston County) 151 (Brazoria County) burglaries of motor vehicles / catalytic converters / thefts of other parts having a total financial loss of $682,343. These numbers are in part attributed to a lack of public awareness.

Joining forces and collaborating with other state and local law enforcement agencies can help significantly. Providing local law enforcement training may assist in the decline of vehicle part thefts and burglaries. Galveston and Brazoria Counties have experienced incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor vehicle burglaries/parts (Catalytic converters), including victim assisted crime; organized crime; gang crime, firearms being stolen; drug related; assorted frauds and vehicle thefts from dealerships

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Since 1993 GCACTF has provided a complete and detailed service targeting vehicle thefts in Galveston County (367,407 per reports for 2024). Brazoria County (population 413,224 per reports for 2024). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from the Texas City Police Department leading them to requesting to join Gulf Coast Auto Crimes Task Force. Galveston, Southern Harris, Brazoria, and Matagorda Counties have likewise reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts to include victim assisted crime; organized crime; drug related; human trafficking; narcotics trafficking; theft of rental cars through fraud; motor vehicle thefts committed by criminal gangs; chop shops; internet scams; dealership burglaries and theft of vehicles from dealerships. According to the Texas Department of Public Safety Crime Index, there were a reported 518 motor vehicle thefts in Galveston County totaling $8,941,074 and 158 motor vehicle thefts totaling $3,684,376 in Brazoria County This equates to an average financial loss of $18,676 to the victims. Total losses due to motor vehicle theft, burglary of motor vehicles, and Catalytic converter theft attributes an overall cost to the citizens of Galveston and Brazoria Counties of $13,307,472. The City of Galveston and southern Brazoria County typically experience a significant increase in motor vehicle thefts during the summer months (Summer population increases in both counties). This is attributed to the increase in transient population due to the beaches and tourism industry combined with the schools being on summer break. The international seaport in Galveston / Freeport has seen increased vehicle import / export traffic associated with human trafficking, narcotics, weapons and U.S. Currency. We have seen an increase in stolen heavy equipment being transported across local and state jurisdictional boundaries as well as being transported to the southern border to be taken out of the United States of America. The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation, collaboration and involvement of many stakeholders including the State of Texas. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Gulf Coast Auto Crimes Task Force has always worked various fraud investigations involving vehicles. Certain types of fraud are on the rise such as title fraud from vehicles being stolen from dealerships which are then VIN switched to sell to unsuspecting buyers with a fraudulent title. The vehicle is listed on various social media sites and is then sold for thousands of dollars making the scam highly lucrative for the criminal element. The targeted victims are most commonly immigrants, likely due to them dealing in cash. We have seen financial fraud from wrecker services selling vehicles, Insurance fraud, Odometer fraud, Identity fraud and synthetic identity sales.

2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

The Gulf Coast Auto Crimes Task Force has conducted operations targeting various criminal gang organizations who perpetrated thefts at numerous motor vehicle dealerships throughout Galveston and surrounding counties. The actors will go look at a vehicle and either copy keys or switch out key fobs to later return and steal the vehicle. Once the vehicle is stolen, it is commonly listed for sale on social media often before the dealership even knows it is stolen. These individuals often utilize these stolen vehicles to cross the southern border for purposes of human smuggling, in the transportation of illicit narcotics, in the commission of other criminal offenses, strip it for parts, or switch or alter the VIN on it to sell to unsuspecting persons. We have conducted inspections and recovered VIN switched vehicles and heavy equipment at the international ports. These VIN switched vehicles are also related to insurance fraud cases.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Through increased communication and collaboration with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we expect to see a reduction in the number of motor burglaries. Increased TCOLE training for officers should aid in increasing awareness of vehicle burglary and motor vehicle theft interdiction yielding a significant impact. Approaches to Functions of Proposed Project Operations and services are provided to all law enforcement agencies and citizens of Galveston County, and to areas outside of Galveston County on a request basis. Since 2007, GCACTF has continually thought outside of the box to implement new and innovative programs to combat motor vehicle burglary / parts. Investigators are specially trained in vehicle identification and investigations, cellular phone examinations as well as electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted five grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technological advancements in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and the direction of resources effectively. The Gulf Coast Auto Crimes Task Force uses various combinations of the following eight methods to combat burglary of motor vehicles and parts: 1) Investigation: Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The Investigators review reports, collect and examine intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members. 2) Analysis: The Gulf

Coast Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agency. This Analyst utilizes all available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles / parts and assists investigators with research to identify prolific offenders and potential suspects and / or actors involved with burglaries of motor vehicles. 3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained group of investigators to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crimes for prosecution purposes but also in recovering vehicles / parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical incidents. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts. 4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary / parts perpetrated by highly organized criminal networks using illegal methods to convert the vehicles into economic gain through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle burglary / parts. 5) Motor Vehicle Business Support: GCACTF conducts inspections of salvage yards, recycling centers, motor vehicle rebuilders and other vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that tender stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state. 6) Port Coordination: GCACTF coordinate efforts along the port of Galveston and Port of Freeport to interdict criminal networks conveying stolen vehicles and parts into and out of the country. The port (HAMOC) monthly team meetings and discussions, coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and / or dismantled for parts for international transport through ports of entry. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF and Homeland Security have helped agencies think more regionally to solve motor vehicle theft / parts. 7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles / parts. The task force utilizes bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment as authorized by state and federal laws. This technology and the expertise needed to successfully utilize it is critical to GCACTF to decrease incidents of thefts / burglaries in meeting the statutory measures to increase recoveries of stolen vehicles / parts; increase clearance of cases, and increase arrests. 8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle burglary / parts and theft cases are committed by repeat individuals or groups. GCACTF works with the Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a confidential law enforcement system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary / parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary / parts and theft. 9) Communication and collaboration: GCACTF devotes a great deal of effort to communicating with each other, other law enforcement agencies, vehicle manufacturers, and citizens within our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC / NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to identify suspects, clear cases, arrest offenders and recover vehicles and property. The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested: Conduct investigations regarding auto burglaries, including stripped vehicles / parts, salvage switch parts, insurance fraud, and other assorted fraud cases. Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles / parts. Provide investigative and analytical assistance regarding patterns of criminal activity relating to burglaries of motor vehicle /parts. Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles / parts to include gang activity, narcotics trafficking, etc. Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and / or using bait to combat the activity) Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws / rules. Additionally, GCACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities within the coverage area. Assist requesting law enforcement agencies within the coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles. Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles. Provide instructors and / or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, Basic Police Academies and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles. Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles. Assist in the processing of recovered stolen evidence / parts related to burglaries of motor vehicles and / or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts. Provide On-Call Agent 24 hours a day / 7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the proposed program related to motor vehicle theft.

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. The Gulf Coast Auto Crimes Task Force will increase communication and training of crime prevention to law enforcement personnel. The Gulf Coast Auto Crimes Task Force will continue the increased visibility through static display of the stripped vehicle displays. Approaches Functions Of Proposed Project Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently GCACTF Investigators are specially trained in vehicle inspections / investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. The Gulf Coast Auto Crimes Task Force also operates a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of the Gulf Coast Auto Crimes Task Force remain vigilant in the fight against motor vehicle theft. Actions The task force uses various combinations of the following eight methods to combat motor vehicle theft: 1) Investigation: Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The Investigators examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members. 2) Analysis: Gulf Coast Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. The Analyst utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists investigators with research to identify prolific offenders and potential suspects and / or actors involved with motor vehicle thefts and associated gateway crimes. The Analyst regularly assists other MVCPA task forces

and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections. 3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained Investigators to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force Investigators the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment. 4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic gain through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft. 5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state. 6) Port Coordination: GCACTF coordinate efforts along the port of Galveston and port of Freeport to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF / Homeland Security has helped agencies think more regionally to solve motor vehicle theft. 7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests. 8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft. 9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property. The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested: Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases. Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents. Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats / personal watercraft, and heavy equipment. Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and / or property, etc. Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area. Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws / rules. Additionally, GCACTF will provide assistance in investigation of citizen complaints involving vehicle related businesses. GCACTF inspects in-bound and out-bound vehicles and heavy equipment at Port of Galveston and Port of Freeport in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston and Port of Freeport. Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes. Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury / death or the potential for serious bodily injury / death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses] Provide instructors and / or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies. Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes. Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. GCACTF will provide training to requesting agencies regarding the processing of recovered vehicles. Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and / or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes and GPS aided tracking of stolen vehicles.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

The Gulf Coast Auto Crimes Task Force will continue taking referrals of title fraud, registration fraud, Insurance fraud, Odometer fraud, VIN fraud including VIN switches and VIN cloning, and Identify fraud sales and synthetic identity sales cases. GCACTF will also work with TxDMV Investigators in reference to fraudulent cases which are referred to GCACTF. Approaches 1) Gulf Coast Auto Crimes Task Force will contact the surrounding tax offices and assist them in any fraud related crimes reported. 2) GCACTF will pursue title and registration fraud cases which come in on 68-A inspections and negatively impact unsuspecting victims due to dealing in cash sales. 3) VIN switches and VIN cloning will be pursued which are located in 68-A inspections. 4) Identity fraud and synthetic fraud cases reported will be investigated. 5) Odometer fraud cases will be investigated which are referred by Tax offices. Actions All fraud cases will be investigated by Investigators which are referred or reported.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

Astonishing theft trends continue to close in on near record highs. Vehicle theft data, provided by the National Crime Information Center (NCIC) and analyzed by NICB, indicates that approximately 850,708 vehicles were reported to law enforcement as stolen during the calendar year 2024. If left unchecked, theft trend totals could exceed one million stolen vehicles nationally by the end of the year. To reduce motor vehicle crime, the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and homeowners' associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, social media, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, giveaways and other printed material with MVCPA logos and Gulf Coast Auto Crimes Task Force identifiers for reference.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

The techniques utilized will be as follows: Investigation: Investigators will conduct both proactive and reactive investigations by reviewing reports and writing reports, reviewing and providing intelligence briefings, developing leads and witnesses, identifying offenders and networks, identifying and tracking organize criminal organizations, informing prosecutors and other agencies, developing sources of information from victims, informants and community members. These methods will result in recovered motor vehicles, arrest of actors, and clearance of active cases. Identify vehicles: Specialty trained auto theft investigators will use contacts and databases through the National Insurance Crime Bureau to identify vehicles which have been altered and / or otherwise unidentifiable. This collaborative effort will help in title transactions, motor vehicle crime prosecution, and recovery of stolen vehicles where criminals have conspired to remove, conceal or change the vehicles identity. Communicate and collaborate across jurisdictions: The Gulf Coast Auto Crimes Task Force performs investigations across local, state, jurisdictions. Investigators collaborate with local, state, federal law enforcement agencies, vehicle manufactures, industry professionals, and TXDPS crime information centers. If crime patterns or suspects are identified the information is shared through intelligence briefings. Communication and Collaboration through the Texas Association of vehicle theft Investigators, and Auto Burglary Theft Prevention Authority has improved the effectiveness of the Task Forces to identify new trends by criminal enterprises. Identify prolific offenders: Prolific offenders are identified through analyzing data and offense reports, witness statements and intelligence briefings. Once identified, it is found that prolific offenders commit a large proportion of thefts or burglaries of motor vehicles. Through collaboration with other agencies it can reduce thefts and burglaries of motor vehicles. Technology: Advancement in technology for bait vehicles, trailers, computer systems, and GPS trackers have giving the edge to law enforcement with this specialized surveillance equipment. These systems have increased the clearance rate of cases, recoveries of vehicles, and arrest of actors. Port Enforcement: Port inspections are crucial part of reducing auto theft from crossing international borders. Vehicles are transported to the international sea ports to be exported by Criminal organizations. These vehicles can be stolen containing U.S. Currency, weapons, and narcotics. Coordination and collaboration with Customs and U.S. Coast Guard have reduced the impact of such crimes by stopping the export of such items. Public awareness and crime prevention Educational and informational classes are put on throughout the year to educate the consumers on auto theft and motor vehicle burglary prevention.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

Gulf Coast Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. GCACTF conducts daily briefings to evaluate the current trends of motor vehicle burglary / parts and motor vehicle theft cases. GCACTF collaborates with participants, including Investigators and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other MVCPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is an invaluable tool in the fight against motor vehicle burglary / parts and motor vehicle theft. GCACTF further conducts periodic briefings with a regional NICB Agent to share activities and trends seen in surrounding areas which may cross into our coverage areas. NICB coordinates meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, GCACTF participates in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports. GCACTF will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft / burglaries were reported and / or recovered by another agency. These collaborations are vital to successful investigations and prosecutions. GCACTF analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis. The GCACTF Analyst contacts / collaborations are invaluable due to receiving emerging motor vehicle theft trends found though out the State of Texas and beyond. To prevent overlapping of contiguous taskforces to Galveston county we coordinate and collaborate with the area of jurisdictions. This is done by email, two-way radio, phones and in person meetings. These activities are done on a daily, weekly, monthly basis as needed. GCACTF have collaboration meetings in reference to strategies for working complex cases which overlap in other jurisdictions so that overlapping does not occur.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

None

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
	Statutory Motor Vehicle Theft Measures Required for all Grantees.		
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
	Statutory Burglary of a Motor Vehicle Measures Required for all Grantees		
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	

ID	Activity	Measure	Target
	Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees		
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
	Measures for Grantees. Add Target values for those that you will measure.		
1	**Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies**		
1.1	**Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft**		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	*10*
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	*25*
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	*4*
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	*0*
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	*250*
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	*100*
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	*50*
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	*4*
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	*40*
1.2	**Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft**		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. **Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.**	*1000*
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) **within the taskforce department(s)** where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	*350*
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.	*500*
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended **(include attending as presenter, participant or attendee)**	*50*
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated **(include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)**	*24*
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	*50*
1.3	**Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities**		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	*40*

ID	Activity	Measure	Target
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	*850*
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	*250*
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	*50*
2	**Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies**		
2.1	**Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories**		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	*0*
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	*10*
2.2	**Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle**		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. **Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.**	*25*
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	*70*
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	*120*
3	**Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories**		
3.1	**Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens**		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	*8*
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	*10*
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	*10*
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	*10*
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	*0*
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	*0*
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	*24*
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	*0*
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	*4*
3.2	**Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property**		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	*4*
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	*4*

Grant Evaluation

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

An overall monthly report will be compiled and is available to Sheriff and commissioners' court. This will be provided to MVCPA on a quarterly basis. We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, 68-A Inspections and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. In FY22 we added assorted frauds to this tracking method and in FY24 we added catalytic converter thefts. We will continue to use this method to evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas. We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft, assorted fraud, and burglary problems in our area. The data collected will be evaluated so criminal activity can be targeted to be more effective in crime reduction. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

Our analyst is called upon by officers and investigators with other agencies on a regular basis. As one of the last auto theft analysts in the state, she is many times a last resort to help identify vehicles, trailers, equipment, ATVs, boats and component parts. Although the assists provided do not directly affect the burglary and theft rates, they do sometimes help with the recovery rates and returning stolen property to rightful owners. Assists leading to recoveries is tracked through quarterly progress reports in the narrative sections. Other data being tracked pertains to the types of assistance calls received; for what kinds of agencies; and whether they are MVCPA funded. However a more targeted reporting method may be considered if more analysts become available with more funding, or if the data could prove useful to MVCPA administration.

TxGMS Standard Assurances by Local Governments

☑ We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

Prosecutor Agreement.pdf (5/8/2025 4:13:42 PM)
Resolution.pdf (5/12/2025 2:07:58 PM)
Signed Statement of Grant Award.pdf (8/19/2025 8:24:46 AM)

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **9/9/2025**

Memorandum of Agreement with the United States of America Department of Transportation Federal Aviation Administration

The Court hereby approves and authorizes the County to enter into the attached Memorandum of Agreement with the United States of America Department of Transportation Federal Aviation Administration (USA DOT FAA).

Further, that the County Judge is authorized to sign said agreement on behalf of Brazoria County.

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
BRAZORIA COUNTY, TEXAS

FAA CONTRACT NO: 697DCM-26-L-00038
ATID/FACILITY TYPE: LBX/MOA
LOCATION: ANGLETON, TX

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between Brazoria County, Texas, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Contract No. DTFASW-07-L-00062 and all other previous agreements between the parties for the property described in this document.

4. **Witnesseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

   Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

   Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and

direct support of the ongoing operation of the Texas Gulf Coast Regional Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2026 and continuing through September 30, 2046.

8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.

9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or

telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Texas Gulf Coast Regional Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

    A. **Officials Not To Benefit (09/2021) 6.3.0-2**
    B. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    C. **Contingent Fees (09/2021) 6.3.0-5**

13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. **Changes, Modifications (01/2022) 6.3.8-1** The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject

contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.

20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
Aviation Director
Texas Gulf Coast Regional Airport
Brazoria County
8000 Airport Way
Angleton, TX 77515

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

BRAZORIA COUNTY, TEXAS

By:_____
L.M. "Matt" Sebesta, Jr.
County Judge
Date:_____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION
ADMINISTRATION

By:_____
Joan C. Harris
Real Estate Contracting Officer
Date:_____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	**LIST OF FACILITIES**	**10/01/2026**	**1**

DATED OCTOBER 1, 2026

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-26-L-00038

TEXAS GULF COAST REGIONAL AIRPORT

Number	Facility	R/W (ATID) Number	Comments
1	MALSR	17 (LBX)	Facility site, equipment shelter, restricted critical area, access road
2	LOC/DME	17 (LBX)	Antenna site, equipment shelter site, restricted critical area, access road
3	GS	17 (LBX)	Facility equipment shelter site, restricted critical area
4	ASOS	(LBX)	Sensor group site, ACU located in Terminal Bldg.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **9/9/2025**

Routine Airport Maintenance Program Grant (RAMP) FY 2026

The County is hereby authorized to execute the Texas Department of Transportation Grant for Routine Airport Maintenance Program (RAMP) FY 2026 attached hereto, TxDOT Project ID 2612ANGL.

Pending final approval from the District Attorney's office, the County Judge is hereby authorized to sign the Agreement and any other documents necessary for this Grant.

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2612ANGL

Part I - Identification of the Project

TO: The County of Brazoria, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Brazoria, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the ANGLETON/LAKE JACKSON - TEXAS GULF COAST RGNL Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost.The State will not participate in funding for force account work conducted by the Sponsor.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Identification of pavement utilization by airplane design group for the entire airport

      5. Equal effectiveness at both towered and non-towered airports

      6. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and

m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and

n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The County of Brazoria, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20___.

The County of Brazoria, Texas

_____

(*Sponsor*)

_____

(*Sponsor Signature*)

_____

(*Sponsor Title*)

_____

(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

_____
(*Typed Name*)

_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, _____ do certify that the County of Brazoria will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the County of Brazoria spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Brazoria will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

County of Brazoria

_____
(Sponsor)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2612ANGL

The County of Brazoria ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

The County of Brazoria, Texas
(*Sponsor*)

(Sponsor Signature)

(Sponsor Title)

(Date)

Designated Representative

Mailing Address:

Overnight Mailing Address:

Telephone/Fax Number:

Email address:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **9/9/2025**

Payment of Bills

That the checks payable through Monday, September 8, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **9/9/2025**

FY 2025: Line Item Transfer

Constable - Precinct 3	520000 (Operating)	10000	32300	$11,870
	590000 (Capital)	10000	32300	($11,870)

Transfer needed for software/service subscriptions.

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

FY 2025: Record Budget for Other Funds

Juvenile Probation Fees	590000 (Capital)	10200	36000	$2,700

Record budget adjustment for capital expenditures.

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

FY 2025: Line Item Transfers

Transfer to cover pre-employment costs.

General Fund	Category	Fund	Dept	Amount
Non-Departmental	590000 (Capital	10000	14900	$(5,000)
Floodplain	590000 (Capital)	10000	65000	$(2,500)
Human Resources	520000 (Operating)	10000	20400	$7,500

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **9/9/2025**

FY 2025: Line Item Transfers

General Fund	Category	Fund	Dept	Amount
Floodplain	590000 (Capital)	10000	65000	$(2,605)
Floodplain	520000 (Operating)	10000	65000	$2,605

Transfer to cover travel costs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **9/9/2025**

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dep	Amount
Sheriff Dive Team	520000 (Operating)	10353	30000	$(20)
Sheriff Marine Team	520000 (Operating)	10352	30000	$20

Transfer needed for audio visual supplies.

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dept	Amount
Justice Court Technology Fund	520000 (Operating)	38410	22000	$20,000

Record budget for computer equipment. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **9/9/2025**

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dept	Amount
DA Supplemental	520000 (Operating)	38720	19300	$22,500

Record budget for dues and licenses. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **9/9/2025**

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dept	Amount
Narcotics Task Force	520000 (Operating)	39110	30000	$25,000

Record budget for informant costs. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **9/9/2025**

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dept	Amount
Sheriff Commissary	520000 (Operating)	39120	35000	$130,000

Record budget for cost of sales-supplies. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **9/9/2025**

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dept	Amount
Law Library	520000 (Operating)	39800	19900	$(1,000)
Law Library	520000 (Operating)	39800	22000	$1,000

Transfer is needed for computer equipment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **9/9/2025**

FY 2025: Record Budgets for Other Funds

Other Funds	Category	Fund	Dept	Amount
SB41 Court Facility Fee Fund	520000 (Operating)	38510	22000	$30,000

Record budget for evidence displaying technology. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **9/9/2025**

Housing Choice Voucher (Section 8) Payment Standards

Approve changes to the Brazoria County Housing Choice Voucher Program's payment standards. Payment Standards along with BCHA's adopted Utility Allowance is part of the calculation on how much the Housing Authority will pay for a particular tenant. Payment standards shall be effective October 1, 2025.

Brazoria County Housing Choice Voucher Program
Payment Standard Effective 10/01/2025

FY 2026	BEDROOM SIZE					
	0	1	2	3	4	5
FMR	1,080	1,240	1,359	1,839	2,280	2,622
BRZ CTY PYMT STD	972	1,240	1,359	1,839	2,280	2,563
PEARLAND PYMT STD	972	1,302	1,427	1,839	2,280	2,563

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **9/9/2025**

Brazoria County Rehab/Reconstruction Program

Approve additional funding for the attached homeowners for rehab/reconstruction assistance under the Brazoria County 2022, 2023, 2024 Home Programs.

MEMORANDUM

TO: County Judge Sebesta and County Commissioners' Court

FROM: Daphne Lemelle

DATE: September 9, 2025

RE: Approve additional funding for applicants under Rehabilitation/Reconstruction Program

It is recommended that the Commissioners' Court approve additional funding for the following homeowners for rehab/reconstruction assistance under the Brazoria County 2022, 2023, and 2024 HOME Programs.

Property Address	Est. Cost
709 Marshall St, Angleton	$4,500
3374 CR 353, Brazoria	$4,500
1406 N. Gulf Blvd, Freeport	$4,500
105 Prewitt Ln, West Columbia	$4,500
3518 CR 353, Brazoria	$4,500

All projects were previously approved for reconstruction assistance. Additional funds are requested to cover project delivery costs necessary to ensure the project is completed within the program guidelines and compliant with grants funds. Funds will not be used to amend the note or increase the homeowners liability under the program.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **9/9/2025**

Temporary Use of CR 264M (Railroad St) for the St. Cyril & St. Methodius Annual Bazaar (Precinct 4)

Whereas, Ch. 251.158 of the Texas Transportation Code authorizes Commissioners' Court to permit the temporary use of a county road for civic event, including a festival; and

Whereas, the St. Cyril & St. Methodius is sponsoring a civic event "St. Cyril & St. Methodius Annual Bazaar" on Sunday, September 21, 2025; St. Cyril & St. Methodius has requested that the County close CR 264M (Railroad St) to begin Saturday, September 20, 2025 at 8:00 a.m. until Monday, September 22, 2025 at 12:00 p.m. (Precinct 4); and

Whereas, the Court hereby appoints the Engineer's Office to determine an alternate route and provide such alternate route to St. Cyril & St. Methodius.

It is therefore resolved, that CR 264M will be closed for civic event from Saturday, September 20, 2025 at 8:00 a.m. until Monday, September 22, 2025 at 12:00 p.m.

Further, that the County Engineer will provide the Sheriff's Department with an alternative route for 911 purposes; and

Further, that St. Cyril & St. Methodius will be responsible for placing all road blocks and maintaining the protection of the patrons on the blocked road; and

Further, that St. Cyril & St. Methodius will be responsible for ensuring that CR 264M is adequately cleaned and made safe for travel following the end of the civic event.

Further, that a certified copy of this order be furnished to the County Engineer and the County Sheriff.

ST. CYRIL & ST. METHODIUS CATHOLIC CHURCH
603 Parrott Avenue – P.O. Box 309
Damon, Texas 77430-0309
(979) 742-3383

August 20, 2025

David Linder
Precinct 4 County Commissioner
121 North 10th Street
West Columbia, TX 77486

Dear Commissioner Linder;

It is that time of year again and we are asking for permission to have Railroad Street between Parrott Avenue and Bernard Street closed with the permission of the county for our annual church fundraising bazaar. Our bazaar will be Sunday, September 21, 2025. We will need the street closed from 8:00 a.m. on Saturday, September 20, 2025 to 12:00 p.m. on Monday, September 22, 2025.

No one lives on this portion of Railroad Street. It is completely surrounded by church owned properties which will be used for the bazaar.

We would like to thank you and extend an invitation to you to spend some time with us on Sunday, September 21st. Our meal of BBQ Beef & Sausage plates begins at 11 a.m. until 2 p.m. and our Auction begins at 12:30 p.m. We hope to see you there.

Sincerely yours,

Rev. Marty Pham
Pastor

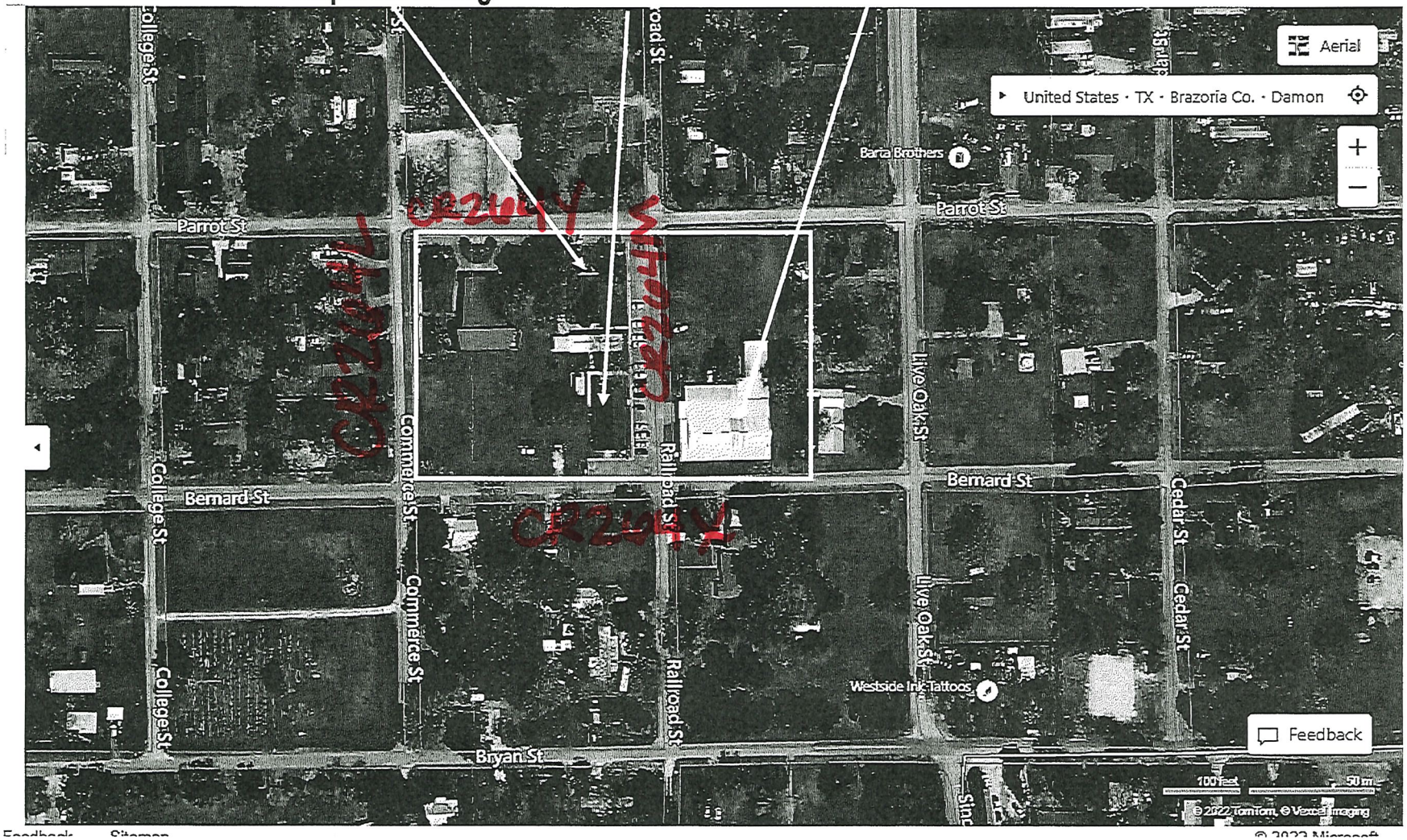
cc

West SC/Pct. 4
Close CR 264 M
Railroad St.

Sts. Cyril & Methodius Catholic Church
603 Parrott Avenue
Archdiocese of Galveston-Houston
Damon, Texas 77430
(979) 742-3383
Fax (979) 742-3395

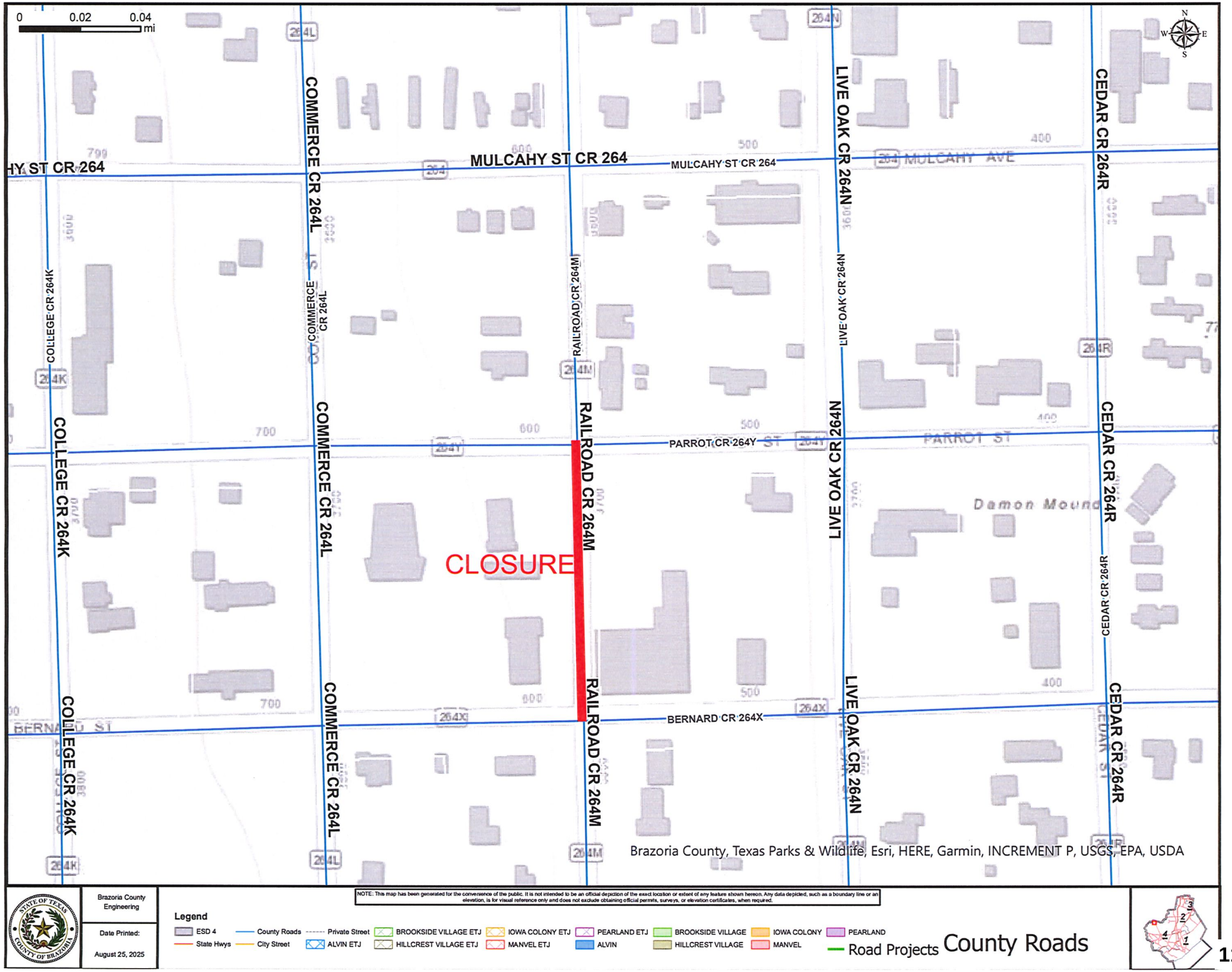
Chapel/Office Bldg. Parish Hall Pavilion

Contact #'s:
Rev. Marty Pham, Pastor (281) 770-0778
Patsy Pekar. Office Manager (832) 595-4963
Bazaar Chairmen: Rich & Charlotte Mills (979) 345-6710



Chapel Office: Bazaar Bookkeeping (fronts Parrott Ave.)
Parish Hall: Meal (fronts Railroad Street)
Pavilion: Auction, Games, Music, Concession Stand, Beer Garden, Bingo, etc. (fronts Railroad Street)

**The white square shows church property being utilized for bazaar purposes.


0 0.02 0.04 mi
MULCAHY ST CR 264
COMMERCE CR 264L
RAILROAD CR 264M
LIVE OAK CR 264N
CEDAR CR 264R
COLLEGE CR 264K
PARROT CR 264Y ST
BERNARD CR 264X
CLOSURE
Damon Mound
Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA
Brazoria County Engineering
Date Printed: August 25, 2025
NOTE: This map has been generated for the convenience of the public. It is not intended to be an official depiction of the exact location or extent of any feature shown hereon. Any data depicted, such as a boundary line or an elevation, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates, when required.
Legend
ESD 4
State Hwys
County Roads
City Street
Private Street
ALVIN ETJ
BROOKSIDE VILLAGE ETJ
HILLCREST VILLAGE ETJ
IOWA COLONY ETJ
MANVEL ETJ
PEARLAND ETJ
ALVIN
BROOKSIDE VILLAGE
HILLCREST VILLAGE
IOWA COLONY
MANVEL
PEARLAND
Road Projects
County Roads

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **9/9/2025**

Final Acceptance of Roads - Sierra Vista West Section 8 - Abstract 329 (Precinct 4)

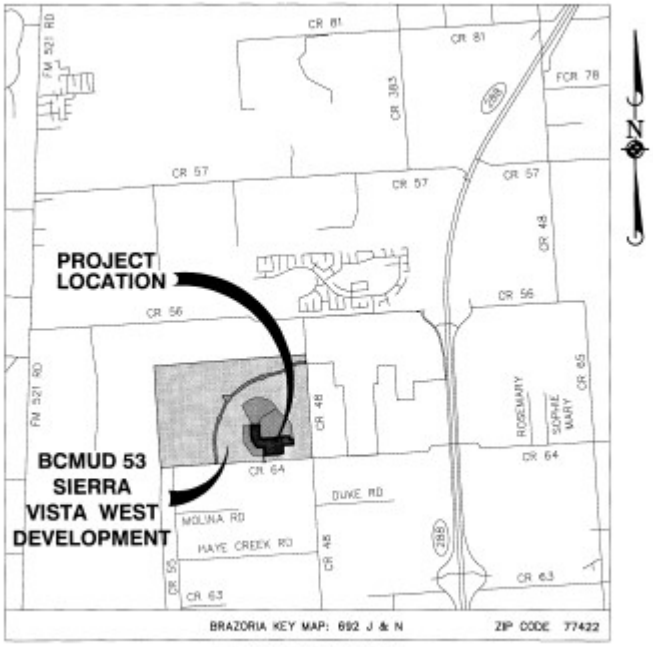
Whereas, the plat of Sierra Vista West Section 8 - Abstract 329 (Precinct 4), was approved by the City of Iowa Colony on February 25, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File #2022015843 on March 15, 2022; and

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 September 9, 2025.

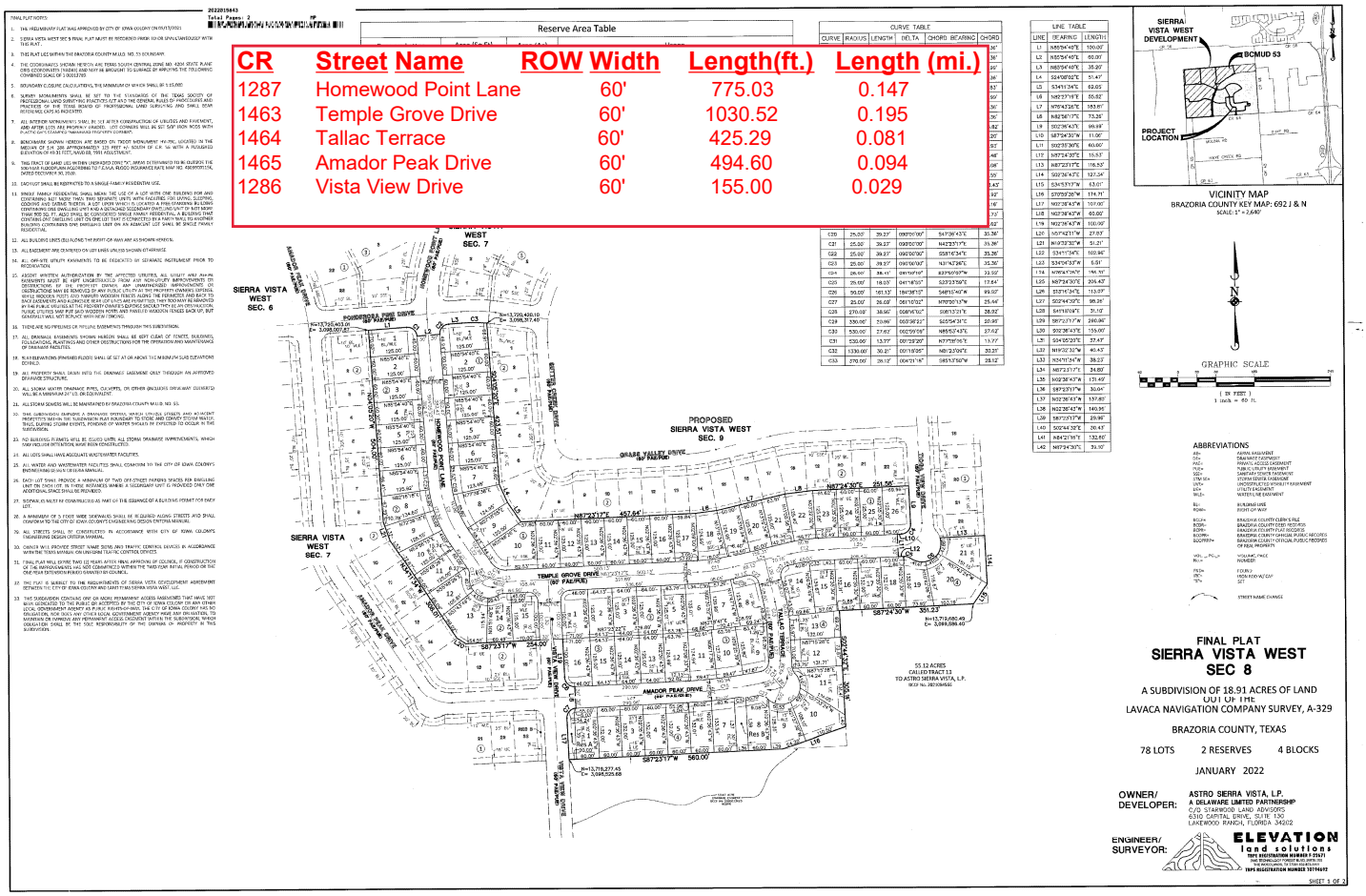
CR #	Street Name	ROW	Length (FT)	Length (Mi)
1287	Homewood Point Lane	60'	775.03	0.147
1463	Temple Grove Drive	60'	1030.52	0.195
1464	Tallac Terrace	60'	425.29	0.081
1465	Amador Peak Drive	60'	494.60	0.094
1286	Vista View Drive	60'	155.00	0.029



LOCATION MAP

1"=1/4 mile

CR	Street Name	ROW Width	Length(ft.)	Length (mi.)
1287	Homewood Point Lane	60'	775.03	0.147
1463	Temple Grove Drive	60'	1030.52	0.195
1464	Tallac Terrace	60'	425.29	0.081
1465	Amador Peak Drive	60'	494.60	0.094
1286	Vista View Drive	60'	155.00	0.029



STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 18.91 acre (823,859 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329, in Brazoria County, Texas, being a portion of the remainder of a called 501.90 acre tract conveyed to McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 18.91 acre (823,859 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8-inch iron rod found, being the southeast corner of said called 501.90 acre tract, being on the north right-of-way of County Road No. 94 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records, and being on the west right-of-way of County Road No. 48 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records;

THENCE, North 37°41'56" West, 1,022.65 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the easterly northeast corner, and POINT OF BEGINNING of the herein described tract;

THENCE, South 02°36'43" East, 127.34 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, from which a 5/8-inch iron rod (with cap) found bears South 02°36'43" East, 50.00 feet;

THENCE, South 34°53'17" West, 83.01 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°24'30" West, 351.23 feet to a 5/8-inch iron rod (with cap) found;

THENCE, South 02°44'31" East, 305.16 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, from which a 5/8-inch iron rod (with cap) found bears South 02°44'31" East, 48.31 feet;

THENCE, South 70°59'35" West, 174.71 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°25'17" West, 560.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being on the east line of a called 29.45 acre tract (Sierra Vista West Section 7) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by deed recorded in Clerk File's No. 2021057530, Brazoria County Official Public Records;

THENCE, along the east line of said called 29.45 acre tract, the following sixteen (16) courses and distances;

1. North 02°36'43" West, 107.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
2. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 42°23'17" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;
3. North 02°36'43" West, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
4. Along said curve to the right in a northwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 47°36'43" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;
5. North 02°36'43" West, 100.00 feet to a 5/8-inch iron rod (with cap) found;
6. South 87°23'17" West, 254.00 feet to a 5/8-inch iron rod (with cap) found;
7. North 57°42'11" West, 27.63 feet to a 5/8-inch iron rod (with cap) found;
8. North 34°11'34" West, 308.01 feet to a 5/8-inch iron rod (with cap) found;
9. North 19°32'32" West, 51.21 feet to a 5/8-inch iron rod (with cap) found;
10. North 04°05'26" West, 504.00 feet to a 5/8-inch iron rod (with cap) found;
11. North 85°54'40" East, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
12. Along said curve to the right in a southeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 49°05'20" East, 35.35 feet to a 5/8-inch iron rod (with cap) found;
13. North 85°54'40" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
14. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 40°54'40" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;
15. North 85°54'40" East, 35.20 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
16. Along said curve to the right in an easterly direction, with a radius of 470.00 feet, a central angle of 08°52'30", an arc length of 65.00 feet, and a chord bearing South 89°39'05" East, 64.99 feet to a 5/8-inch iron rod (with cap) found, being a west corner of (proposed) Sierra Vista West Sec 9;

THENCE, along the west and south lines of said (proposed) Sierra Vista West Sec 9, the following sixteen (16) courses and distances;

1. South 04°05'26" East, 423.51 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
2. South 24°08'02" East, 51.47 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
3. South 34°11'34" East, 62.01 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
4. North 87°23'17" East, 457.64 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
5. North 87°27'19" East, 58.52 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
6. North 76°43'26" East, 183.81 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
7. North 82°06'17" East, 73.26 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
8. North 87°24'30" East, 258.58 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
9. South 02°36'43" East, 99.99 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
10. Along said curve to the right in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°01'12", an arc length of 39.28 feet, and a chord bearing South 42°23'53" West, 35.35 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
11. South 87°24'30" West, 11.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
12. South 02°35'30" East, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
13. North 87°24'30" East, 15.53 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
14. Along said curve to the right in an easterly direction, with a radius of 25.00 feet, a central angle of 37°20'45", an arc length of 17.17 feet, and a chord bearing South 72°55'08" East, 16.83 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a reverse curve to the left;
15. Along said reverse curve to the left in a northeasterly direction, with a radius of 50.00 feet, a central angle of 143°51'51", an arc length of 125.50 feet, and a chord bearing North 54°57'57" East, 94.99 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
16. North 87°23'17" East, 116.53 feet to the POINT OF BEGINNING CONTAINING 18.91 acres (823,859 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, ASTRO SIERRA VISTA, L.P., A Delaware Limited Partnership, acting by and through Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 18.91 Acre tract described in the above and foregoing plat of SIERRA VISTA WEST SEC 8, do hereby make and establish said subdivision and development plan of said property according to all lots, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown, thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for a total width of (23' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the 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 the 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 purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for two feet (20' 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 the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 8 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.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO SIERRA VISTA, L.P., a Delaware limited partnership, has caused these presents to be signed by Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this 25 day of January, 2022.

ASTRO SIERRA VISTA, L.P.,
A Delaware limited partnership

By: ASTRO SIERRA VISTA GP, LLC
a Delaware limited liability company,
its General Partner

By: Melanie Ohl
Melanie Ohl
Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony City Council, this 28th day of February, 2022.

Michael Abrum-Brazoria — Sydney Hargrodder

Roberto Monje-Member — Marcus Council-Young

Wil Hillenkamp — Charles Wilson, Mayor Pro-Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this 1st day of February, 2022.

David Hurst, Chairman — Steven Bynum-Brotsen

Les Hosey — [illegible]

McLean Barnes — Melanie Hampton

Tim Warnick

STATE OF TEXAS §

COUNTY OF BRAZORIA § Harris GD

Before me, this undersigned authority, on this day personally appeared Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, 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 28 Day of January, 2022

Notary Public in and for the State of Texas

My Commission expires 03-18-2025

ID# 125236449

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown at boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

PAUL R. BRETHERTON 5977 REGISTERED PROFESSIONAL LAND SURVEYOR

Paul R. Bretherton
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this 28th day of February, 2022.

Nathan Ha, P.E.

FINAL PLAT
SIERRA VISTA WEST SEC 8

A SUBDIVISION OF 18.91 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

78 LOTS 2 RESERVES 4 BLOCKS

JANUARY 2022

OWNER/ DEVELOPER: ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
8310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR: ELEVATION land solutions
TBPE REGISTRATION NUMBER F-23171
TBPLS REGISTRATION NUMBER 10194472

2022015843
Brazoria County — Joyce Hudman, County Clerk
Total Pgs: 2
Fee: 225.00
Joyce Hudman

SHEET 2 OF 2

ELEVATION
land solutions

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 8

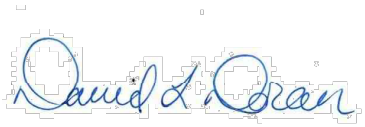
CONTRACTORS: Principal Services, Ltd.
27080 Mandell Road
Cleveland, Texas 77328

Bay Paving, LLC
28411 Sweetgum Road
Magnolia, Texas 77354

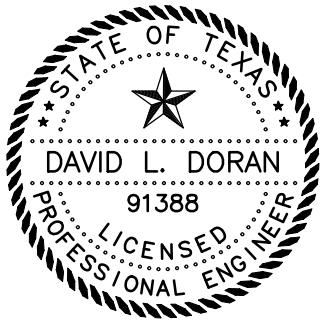
ENGINEER: Elevation Land Solutions
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of April 8, 2022; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,



David L Doran, P.E., CCM
Director of Construction Management



January 3, 2023

DLD/mm

P:\020 Sierra Vista West Development\023 Sec 8\Construction\Sierra Vista West Section 8 - Letter of Substantial Completion.docx

ELEVATION
land solutions

August 06, 2025

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Sierra Vista West Section 8			
Street name	PAE/AUE	LF	MILES
Homewood Point Lane	60'	672	0.13
Temple Grove Drive	60'	1079	0.20
Tallac Terrace	60'	316	0.06
Amador Peak Drive	60'	523	0.10
Vista View Drive	60'	155	0.03

Re: Sierra Vista West Section 8
Brazoria County Municipal District No. 53
Request for Conditional Road Acceptance

Dear Ms. Cook:

On August 04, 2025, we performed a final inspection for this project along with William Stidman. We certify that the deficiencies that were noted during the final inspection have been corrected by the contractor, Bay Paving LLC.

On behalf of our client, Brazoria County Municipal Utility District No. 53, we are requesting conditional acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at 832-823-2200.

Sincerely,

David L Doran, P.E., CCM
Partner, Construction Management

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED PROFESSIONAL ENGINEER

DLD/js

P:\020 Sierra Vista West Development\023 Sec 8\Construction\Acceptance Packages\Brazoria County\To Brazoria County\Sierra Vista West Section 8 - Road Acceptance Request.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **9/9/2025**

Final Acceptance of Roads - Sierra Vista West Section 9 - Abstract 329 (Precinct 4)

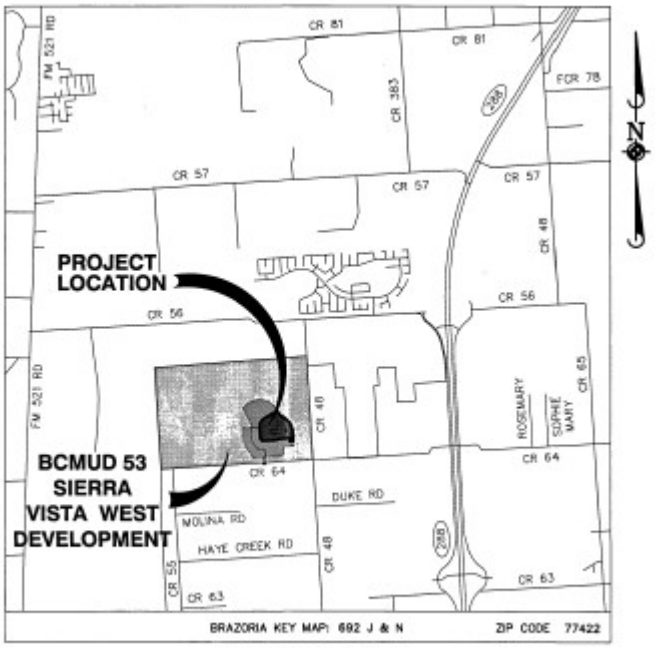
Whereas, the plat of Sierra Vista West Section 9 - Abstract 329 (Precinct 4), was approved by the City of Iowa Colony on February 28, 2012; and filed for record in Brazoria County Official Public Records, County Clerk's File #2022015858 on March 15, 2022; and

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 September 9, 2025.

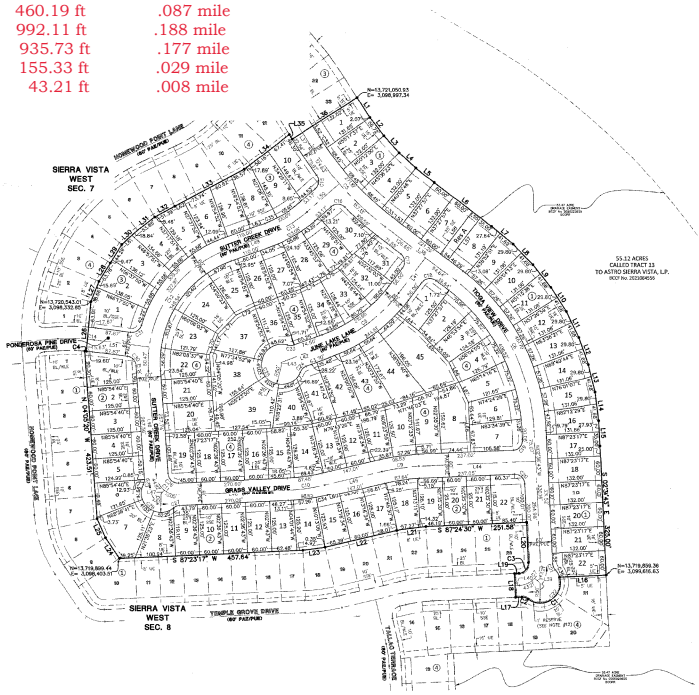
CR #	Street Name	ROW	Length (FT)	Length (Mi)
1289	Tioga View Drive	60'	278.00 ft.	.053 mile
1466	June Lake Lane	60'	811.33 ft.	.154 mile
1467	Sutter Creek Drive	60'	271.14 ft.	.051 mile
1468	Grass Valley Drive	60'	496.40 ft.	.094 mile
1246	Ponderosa Pine Drive	60'	183.00 ft.	.035 mile
1463	Temple Grove Drive	60'	512.63 ft.	.097 mile

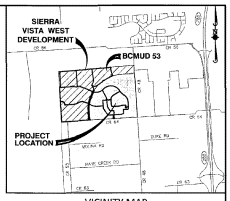


LOCATION MAP

1"=1/4 mile

CR	Street Name	Width	Length(Feet)	Length(Miles)
1289	Tioga View Drive (ext)	60'	1,329.4 ft	.252 mile
1466	June Lake Lane	60'	460.19 ft	.087 mile
1467	Sutter Creek Drive	60'	992.11 ft	.188 mile
1468	Grass Valley Drive	60'	935.73 ft	.177 mile
1246	Ponderosa Pine Drive (ext)	60'	155.33 ft	.029 mile
1463	Temple Grove Drive	60'	43.21 ft	.008 mile





VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692 J & N
SCALE: 1" = 2,640'

GRAPHIC SCALE
1 IN FEET 1
1 inch = 100 ft.

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	3,300.00	0.0758	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES

ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
SE=	SIDEWALK EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UAE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
R=	BUILDING LINE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDF=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BLCPR#=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL., PG.=	VOLUME, PAGE
PLN#=	PLANNER
FND=	FOUND
IRS=	5/8" IRON ROD WITH CAP TO BE SET
	STREET NAME CHANGE

FINAL PLAT
SIERRA VISTA WEST SEC 9

A SUBDIVISION OF 25.36 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

99 LOTS 1 RESERVE 4 BLOCKS

JANUARY 2022

OWNER/ DEVELOPER: ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
8310 CAPITAL DRIVE, SUITE 150
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR: ELEVATION land solutions
TBPE REGISTRATION NUMBER F-23011
TBPLS REGISTRATION NUMBER 10194693

SHEET 1 OF 2

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 25.36 acre (1,104,557 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329, in Brazoria County, Texas, being a portion of the remainder of a called 501.92 acre tract conveyed to McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063408, Brazoria County Official Public Records, said 25.36 acre (1,104,557 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8-inch iron rod found, being the southeast corner of said called 501.92 acre tract, being on the north right-of-way of County Road No. 64 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 00, Brazoria County Plat Records, and being on the west right-of-way of County Road No. 48 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records;

THENCE, North 37°41'56" West, 1,029.65 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the northeast corner of (proposed) Sierra Vista West Sec 8, and being the POINT OF BEGINNING of the herein described tract;

THENCE, along the north line of said (proposed) Sierra Vista West Sec 8, the following sixteen (16) courses and distances;

1. South 87°23'17" West, 115.53 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
2. Along said curve to the right in a southwesterly direction, with a radius of 50.00 feet, a central angle of 143°20'15", an arc length of 125.10 feet, and a chord bearing South 74°57'37" West, 94.65 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a reverse curve to the left;
3. Along said reverse curve to the left in a westerly direction, with a radius of 25.00 feet, a central angle of 39°01'45", an arc length of 17.17 feet, and a chord bearing North 72°50'38" West, 16.83 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
4. South 87°24'30" West, 15.53 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
5. North 02°35'30" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
6. North 87°24'30" East, 17.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the left;
7. Along said curve to the left in a northeasterly direction, with a radius of 25.00 feet, a central angle of 97°01'12", an arc length of 39.28 feet, and a chord bearing North 42°23'53" East, 35.36 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
8. North 02°36'43" West, 99.99 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
9. South 87°24'30" West, 251.58 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
10. South 82°56'17" West, 73.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
11. South 76°43'26" West, 183.81 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
12. South 80°27'19" West, 55.62 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
13. South 87°23'17" West, 457.64 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
14. North 34°11'34" West, 60.05 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
15. North 24°08'02" West, 21.47 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
16. North 04°05'20" West, 423.51 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right, and being on the east line of a called 29.45 acre tract (Sierra Vista West Section 7) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by deed recorded in Clerk File's No. 2021057930, Brazoria County Official Public Records;

THENCE, along the east line of said called 29.45 acre tract, the following ten (10) courses and distances;

1. Along said curve to the right in an easterly direction, with a radius of 420.00 feet, a central angle of 00°32'28", an arc length of 3.97 feet, and a chord bearing South 84°56'06" East, 3.97 feet to a 5/8-inch iron rod (with cap) found;
2. North 05°19'38" East, 123.81 feet to a 5/8-inch iron rod (with cap) found;
3. North 21°36'41" East, 64.35 feet to a 5/8-inch iron rod (with cap) found;
4. North 32°00'19" East, 53.76 feet to a 5/8-inch iron rod (with cap) found;
5. North 31°57'51" East, 53.76 feet to a 5/8-inch iron rod (with cap) found;
6. North 48°31'26" East, 53.79 feet to a 5/8-inch iron rod (with cap) found;
7. North 52°04'31" East, 53.85 feet to a 5/8-inch iron rod (with cap) found;
8. North 61°37'48" East, 56.85 feet to a 5/8-inch iron rod (with cap) found;
9. North 61°52'48" East, 196.65 feet to a 5/8-inch iron rod (with cap) found;
10. North 50°12'30" East, 141.46 feet to a 5/8-inch iron rod (with cap) found;

THENCE, South 32°21'18" East, 13.76 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, North 57°38'42" East, 192.02 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 32°20'18" East, 56.67 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 37°36'17" East, 58.78 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 42°20'49" East, 56.70 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 47°26'26" East, 56.70 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 51°54'55" East, 58.35 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 52°32'03" East, 160.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 50°25'51" East, 69.32 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 44°24'52" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 38°13'28" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 32°02'06" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 25°50'44" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 19°39'21" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 13°27'59" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 07°16'36" East, 71.48 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 02°50'18" East, 62.93 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
THENCE, South 02°36'43" East, 325.00 feet to the POINT OF BEGINNING, CONTAINING 25.36 acres (1,104,557 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, ASTRO SIERRA VISTA, L.P., A Delaware Limited Partnership, acting by and through Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, the General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 25.36 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 9, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places thereon, or permanent access easements, shown, for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on 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 foot, 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 the 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 the 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 purpose 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 the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 9 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.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of constructing and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO SIERRA VISTA, L.P., a Delaware limited partnership, has caused these presents to be signed by Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this 25 day of January, 2022.

ASTRO SIERRA VISTA, L.P.,
A Delaware limited partnership

By: ASTRO SIERRA VISTA GP, LLC,
a Delaware limited liability company,
its General Partner

By: Melanie Ohl
Melanie Ohl
Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony City Council, this 24th day of February, 2022.

Mike Boyum-Bratsen
Mayor

Sydney Hargrove

Marsha Ward-Mitchell

Marquetta Gray-Williams

Bill Kennedy

Chris Kilsey
Mayor Pro-Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this 1st day of February, 2022.

Darla Hurst
Chairman

Steven Byrum-Bratsen

Lee Hickey

Jon Schnieder

McLean Burnett

Melanie Hampton

Tim Wallace

STATE OF TEXAS §

COUNTY OF BRAZORIA § Atheris

Before me, the undersigned authority, on this day personally appeared Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, 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 28 Day of January, 2025

Notary Public in and for the State of Texas

My Commission expires 03-18-2025
#125236449

I, Paul R. Brotherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Paul R. Brotherton
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this 24th day of February, 2022.

Glen V. Hill, P.E.

2022015858
Brazoria County - Joyce Hudman, County Clerk
On: 03/01/2022 12:24:38
Fee: 227.00

FINAL PLAT
SIERRA VISTA WEST SEC 9

A SUBDIVISION OF 25.36 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

99 LOTS 1 RESERVE 4 BLOCKS

JANUARY 2022

OWNER/ DEVELOPER: ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR: ELEVATION land solutions
TBPE REGISTRATION NUMBER # 18419
TBPLS REGISTRATION NUMBER # 10194652

ELEVATION
land solutions

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 9

CONTRACTORS: Principal Services, Ltd.
27080 Mandell Road
Cleveland, Texas 77328

Bay Paving, LLC
28411 Sweetgum Road
Magnolia, Texas 77354

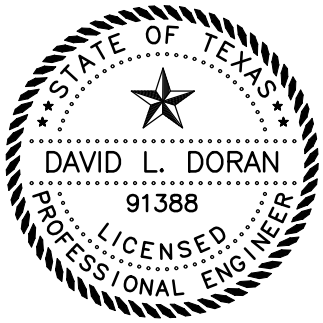
ENGINEER: Elevation Land Solutions
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of April 27, 2022; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
Director of Construction Management

DLD/mm



January 3, 2023

P:\020 Sierra Vista West Development\024 Sec 9\Construction\Acceptance Packages\Sierra Vista West Section 9 - Letter of Substantial Completion.docx

ELEVATION
land solutions

August 07, 2025

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: Sierra Vista West Section 9
Brazoria County Municipal District No. 53
Request for Conditional Road Acceptance

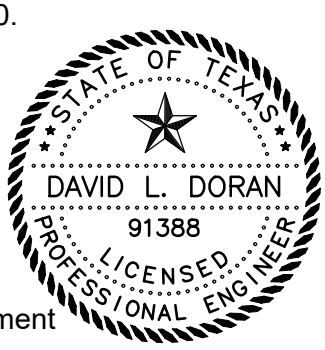
Dear Ms. Cook:

On July 24, 2025, we performed a final inspection for this project along with William Stidman. We certify that the deficiencies that were noted during the final inspection have been corrected by the contractor, Bay Paving LLC.

On behalf of our client, Brazoria County Municipal Utility District No. 53, we are requesting conditional acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at 832-823-2200.

Sincerely,



David L Doran, P.E., CCM
Partner, Construction Management

DLD/js

P:\020 Sierra Vista West Development\024 Sec 9\Construction\Acceptance Packages\Brazoria County\To Brazoria County\Sierra Vista West Section 9 - Road Acceptance Request.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **9/9/2025**

Interlocal Agreement with Brazoria Drainage District No. 4 (Precinct 4)

Approve the attached Interlocal Agreement with Brazoria Drainage District No. 4 for slope paving on County Road 190 Bridge at County Road 383 intersection pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.001.

Whereas, funds for this project are available via the FY2025 Road & Bridge Budget.

Further, the County Judge is authorized to sign the attached Interlocal Agreement on behalf of the County and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

Exhibit B.

PROPOSAL

FSA CONSTRUCTION LLC
1527 Mesquite St
Houston, Tx 77093
Phone:281-748-6603

DATE July 24, 2025
Quotation # 196

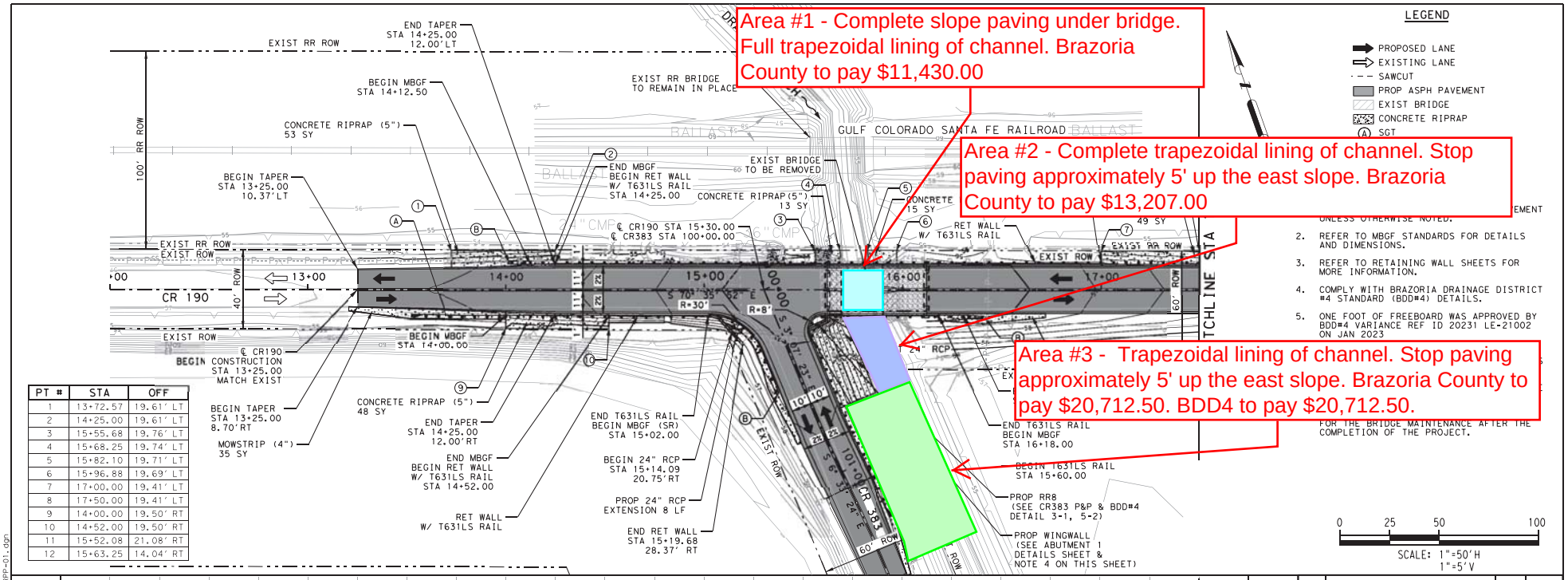
To:
BRAZORIA COUNTY

CR190 : Under bridge

Description	AMOUNT
AREA #1	
840 sq ft, 5" slope pavement	**$10,500.00**
30 linear ft, 2' toe wall	**$930.00**
AREA #2	
945 sq ft, 5" slope pavement	**$11,812.00**
45 linear ft, 2' toe wall	**$1,395.00**
AREA #3	
2,880 sq ft, 5" slope pavment = $36,000 /2	**$18,000.00**
175 linear ft, 2' toewall = $5,425 /2	**$2,712.50**
If you have any questions concerning this proposal, Contact Filiberto, Phone number: 281-748-6603 **TOTAL**	**$ 45,349.50**

THANK YOU FOR YOUR BUSINESS!

Exhibit C.



PT #	STA	OFF
1	13+72.57	19.61' LT
2	14+25.00	19.61' LT
3	15+55.68	19.76' LT
4	15+68.25	19.74' LT
5	15+82.10	19.71' LT
6	15+96.88	19.69' LT
7	17+00.00	19.41' LT
8	17+50.00	19.41' LT
9	14+00.00	19.50' RT
10	14+52.00	19.50' RT
11	15+52.08	21.08' RT
12	15+63.25	14.04' RT

NO.	REVISION	BY	DATE

ANDRII IVASENKO 127760 LICENSED PROFESSIONAL ENGINEER
3/22/2023

IEA 1225 NORTH LOOP WEST SUITE 320 HOUSTON TX, TEXAS 77008 (832) 494-3800 FIRM REGISTRATION No. F-10161

Brazoria County Engineering Department

CR 190 AT DRAINAGE DITCH

CR 190
PLAN AND PROFILE
BEGIN TO STA 17+50

SHEET 1 OF 2

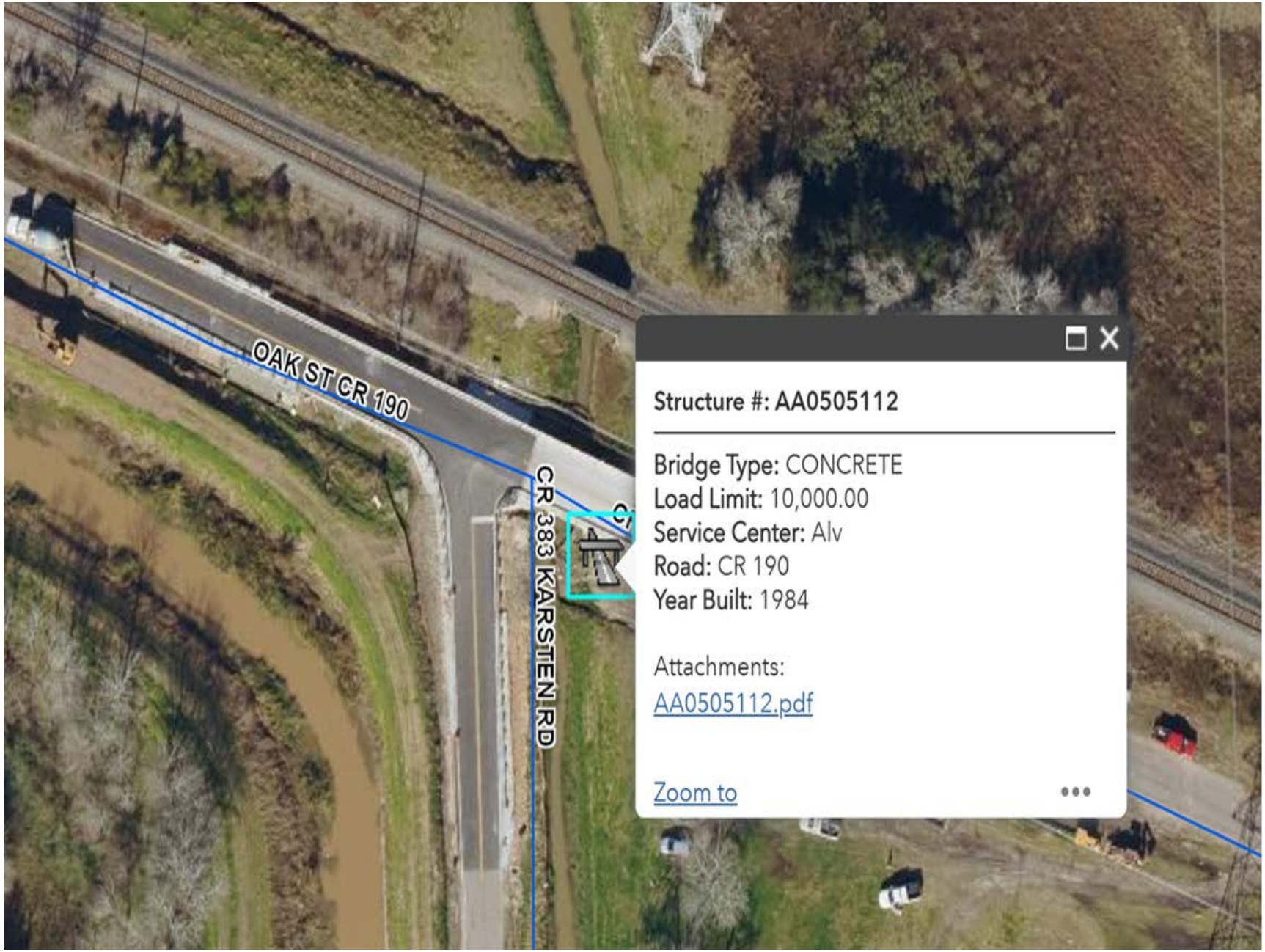
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET
		25
STATE	DISTRICT	COUNTY
TEXAS		BRAZORIA
CONTROL	SECTION	JOB / HIGHWAY NO.
		CR 190

Plat/Plan approvals expire after 365 days

PLOT SCALE: 50.0000 ' / in. 3/22/2023 3:22:38 PM USER: aivasenko\MODEL:Design \\bdsksmr7101\J-Jobs\262 Brazoria CR 190\06.00 Design\06.04 Sheets\06.04.03 Roadway\190-RD-RPP-01.dgn

TIME:3:22:38 PM FILE:190-RD-RPP-01.dgn

Exhibit D


OAK ST CR 190
CR 383 KARSTEN RD
Structure #: AA0505112
Bridge Type: CONCRETE
Load Limit: 10,000.00
Service Center: Alv
Road: CR 190
Year Built: 1984
Attachments:
AA0505112.pdf
Zoom to

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **9/9/2025**

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 HILLCREST VILLAGE
Patch Potholes - Per Attachment of Locations

CITY OF HILLCREST VILLAGE

200 W. Timberlane Drive
Alvin, TX 77511

Date of Report: 8/27/25

ADDRESS	DESCRIPTION	STATUS
203 Riverside @ Ridgemont	Intersection, 3 spots marked	
betw. 110 + 112 E. Crestmont		
104 E. Crestmont		
102 Hillcrest	9 spots marked (paint)	
104 Hillcrest	6 spots marked (paint)	
110 Hillcrest, 2 spots	marked by paint	
112 Hillcrest by Tropic intersection	, 9 spots marked	
201 Hillcrest	marked by paint	
204 Hillcrest	" " "	
209 Hillcrest	" " "	
210 Hillcrest		
403 Riverside Dr.		
408 Riverside Dr.		
605 + 607 Riverside Dr.	in front of MDS station	
609 Riverside Dr.	marked by paint	
709 Riverside Dr.	marked by paint, 2 spots	
805 Riverside Dr.	marked	
806 Riverside Dr.	marked	
807 Riverside Dr.	marked	
812 Riverside Dr.		
815 + 816 Riverside Dr.	middle of road	
betw. 124 + 125 E. Wildwinn	4 spots, marked by paint	
122 E. Wildwinn	marked by paint	
121 E. Wildwinn	" " "	
119 E. Wildwinn	" " "	
116 E. Wildwinn	7 spots, paint marked	

IB25-HV
(HILLCREST VILLAGE)
City ID Code 760

137

CITY OF HILLCREST VILLAGE

200 W. Timberlane Drive
Alvin, TX 77511

Date of Report: 8/27/25

ADDRESS	DESCRIPTION	STATUS
111 E. Wildwinn	paint marked	
101 E. Wildwinn	marked by paint	
111 E. Sherwood	marked by paint	
113 E. Sherwood	5 spots marked by paint	
116 E. Sherwood	marked by paint	
122 E. Sherwood	marked by paint	
121 E. Larkspur	marked by paint	
Intersection of E. Larkspur & main St.	Intersection, paint marked	
104 E. Timberlane Dr.	painted by, 4 spots	
112 E. Timberlane Dr.	marked by paint	
120 E. Timberlane Dr.	5 spots, marked by paint	
101 Mustang		
104 Mustang		
108 Mustang		
207 W. Timberlane Dr.	in front of driveway	
407 Riverside	in front of garage	
501 Riverside	in front of garage	
E. Timberlane & Riverside	edge of road - curve - repair	
Hillcrest / Main	ditch sloughing	
106 E. Timberlane		
111 E. Timberlane		
200 W. Timberlane Dr.	Parking lot side, across from 202	
Wildwinn / main St.		
102 Mustang Dr.		

GREED _____
Brazoria County Engineer
te Approved 9-9-25 Date Completed _____
O# _____
MMENTS

pg 2/2

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **9/9/2025**

First Amendment to Lease Agreement - Pearland WIC

Approve the attached First Amendment to Lease agreement between PCRIF Silverlake, LLC and Brazoria County for the benefit of the WIC program the term is hereby extended for an additional period of five (5) years commencing on October 1, 2025, and expiring on September 30, 2030.

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

Further, a copy of this Order be provided to the Health Department, Auditor's Office, and the Purchasing Department.

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of ___ _____, 2025 (the "**Effective Date**"), by and between **PCRIF SILVERLAKE, LLC**, a Texas limited liability company ("**Landlord**") and **BRAZORIA COUNTY**, a political subdivision, for the benefit of Brazoria County Women, Infants and Children (WIC) ("**Tenant**").

RECITALS:

A. Landlord and Tenant are currently parties to that certain Commercial Lease dated April 1, 2024 (the "**Original Lease**") whereby Landlord is currently leasing to Tenant that certain premises containing approximately 1,800 square feet commonly known as Suite 233 (the "**Existing Premises**") located within that certain project commonly known as Silverlake Business Park and located at 2825 Miller Ranch Road, Pearland, TX 77584 (the "**Project**").

B. Tenant desires to lease that certain premises containing approximately 1,800 square feet commonly known as Suite 237 (the "**Expansion Premises**") within in the Project, as depicted on Exhibit A attached hereto.

C. The expiration date of the Term is scheduled to occur on September 30, 2025.

D. Landlord and Tenant desire to amend the Lease (as defined below) to extend the Term and to make certain other modifications thereto, all as more particularly set forth herein.

E. The Original Lease and this Amendment are sometimes hereinafter collectively referred to as the "**Lease**", and all references to the Lease shall mean the Original Lease, as amended, whether or not such references shall expressly refer to any such amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals and Definitions**. The foregoing recitals are hereby incorporated by this reference and made a part of this Amendment as if more fully set forth herein. Unless otherwise provided herein, all capitalized words and terms used herein shall have the same meanings ascribed to such words and terms as in the Original Lease.

2. **First Amendment Extended Term**. The Term is hereby extended for an additional period of five (5) years commencing on October 1, 2025 and expiring on September 30, 2030 (the "**First Amendment Extended Term**"), unless the Lease is sooner terminated pursuant to its terms, as modified hereby. All of the terms, conditions and provisions of the Lease shall be applicable to the First Amendment Extended Term, except as expressly provided herein. Notwithstanding anything contained in the Lease to the contrary, Tenant has no option or right to extend the Term beyond the First Amendment Extended Term except as expressly provided in this Amendment; accordingly, Exhibit E to the Lease is hereby deleted in its entirety. Tenant shall have one (1) option to renew the Term of the Lease for a period of sixty (60) months upon the terms and conditions set forth on Exhibit C attached hereto.

3. **Lease of Expansion Premises; Proportionate Share.** On the Effective Date hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Expansion Premises on the terms and conditions of the Lease, as modified hereby; accordingly, from and after the Expansion Effective Date (defined below), the term "Premises" shall refer collectively to the Existing Premises and the

Expansion Premises, and Tenant's Proportional Share shall be increased to 4.00%, which is the percentage obtained by dividing the number of square feet in the Premises (3,600) by the number of square feet in the Project (90,000). Further, Landlord and Tenant agree that, following the Expansion Effective Date, the entire Premises shall be commonly known and identified as "Suite 233". Landlord and Tenant stipulate that the number of square feet in the Existing Premises, the Expansion Premises and the Project are correct for the purposes of the Lease, as amended hereby. From and after the Expansion Effective Date, all of the terms, conditions and provisions of the Lease with respect to the Premises shall be applicable to the entire Premises (including the Existing Premises and the Expansion Premises), except as expressly provided herein.

4. **Expansion Effective Date**. Tenant shall accept the Expansion Premises in its "AS-IS, WHERE-IS, WITH ALL FAULTS" condition as it exists as of the date that Landlord delivers the Expansion Premises to Tenant with all of Landlord's Work, as described on Exhibit B attached hereto, Substantially Completed (the "**Expansion Effective Date**").

5. **Base Rent**.

a. From the Effective Date of this Amendment through and including September 30, 2025, Tenant shall pay Base Rent with respect to the Existing Premises only in the amount set forth in the Lease.

b. From October 1, 2025 through and including the date immediately preceding the Expansion Effective Date, Tenant shall pay Base Rent with respect to the Existing Premises only in the amount of $2,625.00 per month, prorated for any partial calendar month during such period.

c. Tenant shall not be obligated to pay Base Rent with respect to the Expansion Premises until the Expansion Effective Date. From the Expansion Effective Date through and including September 30, 2026, Tenant shall pay Base Rent with respect to the total Premises in the amounts of $5,250.00 per month, prorated for any partial calendar month during such period. Notwithstanding anything herein to the contrary, Base Rent payable by Tenant for the first thirty (30) days following the Expansion Effective Date (the "**Abatement Period**") shall be abated (the "**Abated Rent**"), provided that Tenant shall remain obligated for the timely payment of all other Additional Rent (including, without limitation, Tenant's Proportional Share of Shared Expenses) during such Abatement Period and provided further that, upon the occurrence of a default by Tenant, such Abated Rent shall become immediately due and payable by Tenant in the amount set forth therefor in the table above.

d. Beginning on October 1, 2026 through the remainder of the First Amendment Extended Term, Tenant shall pay Base Rent with respect to the Total Premises in the amounts set forth in the chart below:

First Amendment Extended Term	Annual Base Rent Rate	Total Premises Monthly Base Rent
October 1, 2026 – September 30, 2027	$18.20	$5,460.00
October 1, 2027 – September 30, 2028	$18.93	$5,678.40
October 1, 2028 – September 30, 2029	$19.69	$5,905.54
October 1, 2029 – September 30, 2030	$20.47	$6,141.76

6. **Additional Rent**. During the First Amendment Extended Term, Tenant shall continue to pay Additional Rent (including, without limitation, Tenant's Proportional Share of Shared Expenses) in accordance with the terms and conditions of the Lease, as modified hereby. Tenant's Proportional Share of Shared Expenses for calendar year 2025 is currently estimated by Landlord to be $6.94 per square foot per annum.

7. **Security Deposit**. Landlord currently holds a Security Deposit under the Original Lease in the amount of $1,800.00. Upon the Effective Date of this Amendment, and as a condition to the effectiveness hereof, Tenant shall deposit the additional amount of $6,423.76 to be held by Landlord as part of the Security Deposit in accordance with the terms of the Lease, making the total Security Deposit held by Landlord under the Lease $8,223.76.

8. **Condition of Premises**. Tenant hereby acknowledges and agrees that the Existing Premises are satisfactory to Tenant in all respects and Tenant hereby accepts the Existing Premises in its present "AS IS, WHERE IS" and "WITH ALL FAULTS" condition. LANDLORD HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES TO TENANT REGARDING THE PHYSICAL CONDITION OF THE PREMISES. Tenant further acknowledges and agrees that Landlord shall have no obligation to install or construct any improvements or other alterations for modifications to the Existing Premises or to pay or provide any construction allowance or other tenant inducement.

9. **Tenant Termination Right**. Notwithstanding anything to the contrary in the Lease, at any time during the First Amendment Extended Term, Tenant shall have the right to terminate the Lease without fee or penalty upon at least twelve (12) months' prior written notice to Landlord. If Tenant shall exercise this termination right, then, upon the effective date of termination as set forth in such notice, Tenant shall vacate and surrender the Premises in the condition required by the terms of the Lease and neither Landlord nor Tenant shall have any further obligations with respect to the Lease, except for any obligations which may survive termination of the Lease pursuant to the terms thereof.

10. **Notices**. All notices, demands and requests to Landlord under the Lease, shall be made at the following address in accordance with Section 27 of the Lease:

Landlord: PCRIF Silverlake, LLC
5847 San Felipe St., Suite 1400
Houston, Texas 77057
Attn: Andrew Pappas

11. **Prohibited Persons and Transactions**. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term of the Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

12. **Brokers**. Tenant and Landlord each hereby represent and warrant to the other that it has not dealt with any real estate brokers or leasing agents in the negotiation of this Amendment, and that no commissions are payable to any person or party claiming by, through or under such party as a result of the consummation of the transaction contemplated by this Amendment, other than to PCR Brokerage Houston, LLC, acting as Landlord's broker (the "**Broker**"). TO THE EXTENT ALLOWED BY LAW

LANDLORD AND TENANT EACH HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE OTHER HARMLESS FOR, FROM AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEY'S FEES AND DISBURSEMENTS, BY REASON OF ANY CLAIM OF OR LIABILITY TO ANY OTHER BROKER, AGENT, ENTITY OR PERSON (OTHER THAN THE BROKER) CLAIMING BY, THROUGH OR UNDER SUCH INDEMNIFYING PARTY OR AS A RESULT OF SUCH INDEMNIFYING PARTY'S ACTS, OMISSIONS OR COMMITMENTS AND ARISING OUT OF OR IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AMENDMENT. LANDLORD'S AND TENANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION AND UNDER ANY OTHER PROVISION OF THE LEASE AND THIS AMENDMENT SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE.

13. **Ratification**. Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that, as of the date hereof, Tenant has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

14. **Calculation of Charges**. Landlord and Tenant agree that each provision of the Lease for determining charges and amounts payable by Tenant (including provisions regarding Additional Rent) is commercially reasonable and, as to each such charge or amount, constitutes a statement of the amount of the charge or a method by which the charge is to be computed for purposes of Section 93.012 of the Texas Property Code.

15. **Whole Agreement; Continuity of Lease**. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, the Lease between the parties shall remain unmodified and in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control.

16. **No Modification or Waiver**. Except as otherwise expressly set forth herein, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Lease.

17. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Amendment, the parties may execute and exchange signature pages by facsimile or via electronic mail (*.pdf or similar file types). The parties further agree that counterparts of this Amendment may be signed electronically via Adobe Sign, DocuSign protocol or other electronic platform. All such signatures may be used in the place of original "wet ink" signatures to this Amendment and shall have the same legal effect as the physical delivery of an original signature.

18. **Successors**. The provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

19. **Executory Authority**. Each party executing this Amendment hereby represents and warrants that the individual executing this Amendment on behalf of such party has full power and authority to bind such party to the terms hereof.

20. **Submission Not Offer**. The submission by Landlord to Tenant of this Amendment for Tenant's consideration shall have no binding force or effect, and shall not confer any rights upon Tenant or impose any obligations upon Landlord irrespective of any reliance thereon by Tenant, change of position, partial performance, or any correspondence among either party or its authorized representatives. This Amendment is effective and binding on Landlord only upon the execution and delivery of this Amendment by Landlord and Tenant.

21. **Severability**. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not render invalid or unenforceable the remaining provisions hereof.

[*Signature Page Follows*]

The parties hereto have caused this Amendment to be executed effective as of the Effective Date.

LANDLORD:

PCRIF SILVERLAKE,
a Texas limited liability company

By: PCR Investment Company, LLC
a Texas limited liability company
Its Manager

By: _____
Name: Andrew Pappas
Title: Manager

TENANT:

BRAZORIA COUNTY,
a political subdivision of the State of Texas,
on behalf of Brazoria County WIC

By: _____
Name: L.M. "Matt" Sebesta, Jr.
Title: Brazoria County Judge

EXHIBIT A
EXPANSION PREMISES

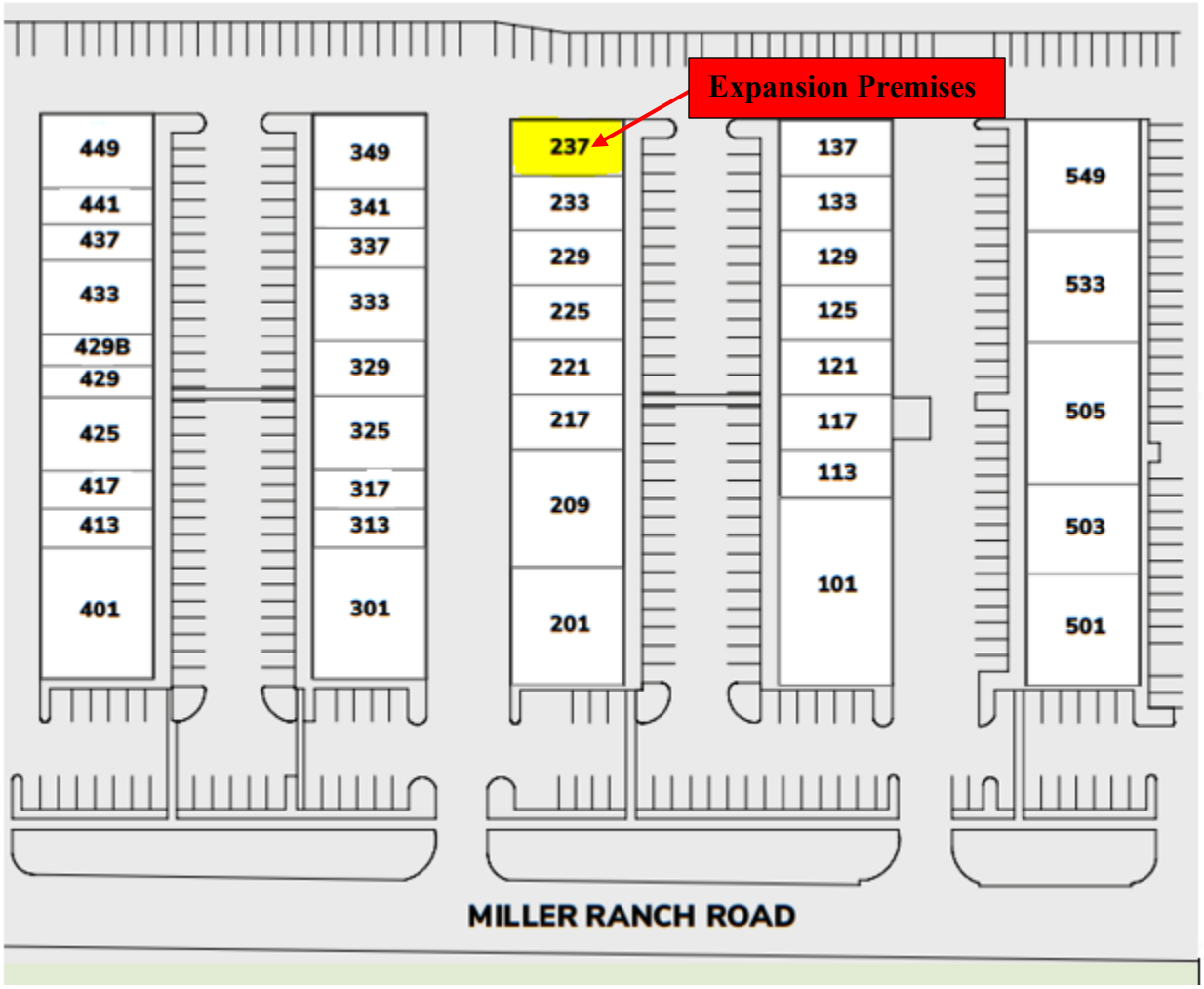


EXHIBIT B
LANDLORD'S WORK

1. **Acceptance of Premises.** Except as set forth in this Exhibit, Tenant accepts the Premises in their "AS-IS" condition as it exists on the Effective Date of the Amendment to which this Exhibit is attached.

2. **Space Plans**.

   a. **Preparation and Delivery**. Within two business days after Tenant's execution of this Amendment, Tenant shall meet with the design consultant selected by Landlord ("**Architect**") to discuss the nature and extent of all improvements that Tenant proposes to install in the Premises and, at such meeting, provide the Architect with all necessary data and information needed by the Architect to prepare initial space plans therefor as required by this paragraph. On or before the tenth day following the Effective Date, Landlord shall deliver to Tenant a space plan prepared by the Architect depicting improvements to be installed in the Premises (the "**Space Plans**").

   b. **Approval Process**. Tenant shall notify Landlord whether it approves of the submitted Space Plans within three business days after Landlord's submission thereof. If Tenant disapproves of such Space Plans, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within three business days after such notice, revise such Space Plans in accordance with Tenant's objections and submit to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted Space Plans within one business day after its receipt thereof. This process shall be repeated until the Space Plans have been finally approved by Tenant and Landlord. If Tenant fails to notify Landlord that it disapproves of the initial Space Plans within three business days (or, in the case of resubmitted Space Plans, within one business day) after the submission thereof, then Tenant shall be deemed to have approved the Space Plans in question.

3. **Working Drawings**.

   a. **Preparation and Delivery**. On or before the date which is 15 days following the date on which the Space Plans are approved (or deemed approved) by Tenant and Landlord, Landlord shall cause to be prepared final working drawings of all improvements to be installed in the Premises and deliver the same to Tenant for its review and approval (which approval shall not be unreasonably withheld, delayed or conditioned).

   b. **Approval Process**. Tenant shall notify Landlord whether it approves of the submitted working drawings within three business days after Landlord's submission thereof. If Tenant disapproves of such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within five business days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted working drawings within one business day after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Landlord and Tenant. If Tenant fails to notify Landlord that it disapproves of the initial working drawings within three business days (or, in the case of resubmitted working drawings, within one business day) after the submission thereof, then Tenant shall be

deemed to have approved the working drawings in question. Any delay caused by Tenant's unreasonable withholding of its consent or delay in giving its written approval as to such working drawings shall constitute a Tenant Delay Day (defined below). If the working drawings are not fully approved (or deemed approved) by both Landlord and Tenant by the 15th business day after the delivery of the initial draft thereof to Tenant, then each day after such time period that such working drawings are not fully approved (or deemed approved) by both Landlord and Tenant shall constitute a Tenant Delay Day.

c. **Landlord's Approval; Performance of Work**. Landlord's approval of such working drawings shall not be unreasonably withheld, provided that (1) they comply with all Laws, (2) the improvements depicted thereon do not adversely affect (in the reasonable discretion of Landlord) the building's structure or the building's systems (including the building's restrooms or mechanical rooms), the exterior appearance of the building, or the appearance of the building's common areas, (3) such working drawings are sufficiently detailed to allow construction of the improvements in a good and workmanlike manner, and (4) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Landlord for the construction of tenant improvements (a copy of which has been delivered to Tenant). As used herein, "**Working Drawings**" means the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "**Work**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Building as a result of the improvements indicated by the Working Drawings. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord shall cause the Work to be performed in substantial accordance with the Working Drawings.

4. **Bidding of Work**. Prior to commencing the Work, Landlord shall competitively bid the Work to three contractors approved by Landlord. Tenant shall be allowed to review the submitted bids from such contractors to value engineer any of Tenant's requested alterations. In such case, Tenant shall notify Landlord of any items in the Working Drawings that Tenant desires to change within two business days after Landlord's submission thereof to Tenant. If Tenant fails to notify Landlord of its election within such two business day period, Tenant shall be deemed to have approved the bids. Within five business days following Landlord's submission of the initial construction bids to Tenant under the foregoing provisions (if applicable), Tenant shall have finalized with Landlord's representative and the proposed contractor, the pricing of any requested revisions to the bids for the Work, failing which each day after such five business day period shall constitute a Tenant Delay Day.

5. **Change Orders**. Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, (a) if such requested change would adversely affect (in the reasonable discretion of Landlord) (1) the building's structure or the building's systems (including the building's restrooms or mechanical rooms), (2) the exterior appearance of the building, or (3) the appearance of the building's common areas, or (b) if any such requested change might delay the Expansion Effective Date, Landlord may withhold its consent in its sole and absolute discretion. Landlord shall, upon completion of the Work, cause to be prepared an accurate architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit B by this reference for all purposes. If Tenant requests any changes to the Work described in the Space Plans or the Working

Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

6. **Definitions**. As used herein, a "**Tenant Delay Day**" means each day of delay in the performance of the Work that occurs (a) because Tenant fails to timely furnish any information or deliver or approve any required documents such as the Space Plans or Working Drawings (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like, (b) because of any change by Tenant to the Space Plans or Working Drawings, (c) because Tenant fails to attend any meeting with Landlord, the Architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, such as the Space Plans or Working Drawings, or in connection with the performance of the Work, (d) because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, or (e) because a Tenant Party otherwise delays completion of the Work. As used herein "**Substantial Completion**," "**Substantially Completed**," and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Landlord) in substantial accordance with the Working Drawings, it being understood that Tenant shall be solely responsible for obtaining a certificate of Current occupancy from the relevant governmental authority in connection with Landlord's Substantial Completion of the Work. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed by Landlord.

7. **Walk-Through; Punchlist**. When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and, within three business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within 30 days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

8. **Excess Costs**. The entire cost of performing the Work ("**Total Construction Costs**") in excess of the Tenant Construction Contribution (hereinafter defined) shall be paid by Landlord.

9. **Tenant Construction Contribution**. Tenant shall pay to Landlord the amount of $25,000.00 (the "**Tenant Construction Contribution**") to be applied toward the Total Construction Costs. The Construction Allowance shall be paid to Landlord in two (2) equal installments of $12,500.00 each, with the first (1st) such installment being due and payable upon the Effective Date of this Amendment, and the second (2nd) such installment being due and payable upon the Expansion Effective Date; provided, however, that Tenant shall be responsible for any increased costs caused by Tenant Delay Days, Tenant changes to the Space Plans or Tenant changes to Working Drawings.

10. **Construction Management**. Landlord or its Affiliate or agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building and the Building's Systems.

11. **Construction Representatives**. Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: _____

c/o _____

_____

_____

Email: _____

Tenant's Representative: _____

c/o _____

_____

_____

Email: _____

EXHIBIT C
RENEWAL OPTION

Provided no default exists and Tenant is occupying the entire Premises at the time of such election, Tenant may renew the Lease for one (1) additional period of sixty (60) months, by delivering written notice of the exercise thereof to Landlord not earlier than twelve (12) months nor later than nine (9) months before the expiration of the Lease Term. The Base Rent payable for each month during such extended Lease Term shall be the greater of (a) the prevailing rental rate (the "**Prevailing Rental Rate**"), at the commencement of such extended Lease Term, for renewals of space in the Project of equivalent quality, size, utility and location, with the length of the extended Lease Term, the "AS IS" nature of the renewal, and the credit standing of Tenant to be taken into account, and (b) the then current Base Rent rate. Within thirty (30) days after receipt of Tenant's notice to renew, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Base Rent, if any, and the other terms and conditions offered. Tenant shall, within ten (10) days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the Prevailing Rental Rate, then, on or before the commencement date of the extended Lease Term, the parties shall execute an amendment to the Lease extending the Lease Term on the same terms provided in the Lease, except: (a) Base Rent shall be adjusted to the Prevailing Rental Rate (in the event the Prevailing Rental Rate is greater than the then current Base Rent rate), (b) Tenant shall have no further renewal option unless expressly granted by Landlord in writing, and (c) Landlord shall lease to Tenant the Premises in its then-current condition, and Landlord shall not provide to Tenant any allowances or other tenant inducements. Neither party's failure or refusal to execute an amendment to the Lease when contemplated under this Exhibit shall be deemed to invalidate any otherwise binding exercise of the option or determination of Prevailing Rental Rate as contemplated herein. In any circumstance where Tenant has exercised its option hereunder, but the Prevailing Rental Rate has not yet been determined at the time the Lease Term expires, Tenant shall continue to pay the Base Rent rate then in effect until such time as the Prevailing Rental Rate has been determined hereunder, following which the parties shall reconcile any and all underpayments by Tenant relating back to the first day of the renewal term.

If Tenant timely rejects Landlord's determination of the Prevailing Rental Rate in writing, Tenant may, in its notice to Landlord, require that the determination of the Prevailing Rental Rate be made by brokers (and if Tenant makes such election, Tenant shall be deemed to have irrevocably renewed the Lease Term, subject only to the determination of the Prevailing Rental Rate as provided below). In such event, within ten (10) days thereafter, each party shall select a qualified commercial real estate broker with at least ten (10) years' experience in leasing property in the city or submarket in which the Premises are located. In the event that Tenant fails to timely select a qualified broker, Landlord's broker shall automatically be deemed the only broker qualified to make a determination, and such determination shall be deemed binding and the parties shall immediately execute an amendment as set forth above. The timely selected broker(s) shall give their opinion of the Prevailing Rental Rates within twenty (20) days after their retention. In no event, however, shall the Base Rent in the renewal term be less than the then current Base Rent rate per rentable square foot in effect hereunder. In the event two brokers were timely selected, and if the opinions of the two brokers differ and, after good faith efforts over the succeeding twenty (20)-day period, they cannot mutually agree, the brokers shall immediately and jointly appoint a third broker with the qualifications specified above. This third broker shall promptly (i.e., within five [5] days) choose either the determination of Landlord's broker or Tenant's broker and such choice of this third broker shall be final and binding on Landlord and Tenant. Each party shall pay its own costs for its real estate broker; the parties

shall equally share the costs of any third broker. Following the determination of the Prevailing Rental Rate by the brokers, the parties shall promptly execute an amendment as set forth above.

Tenant's rights under this Exhibit shall terminate if (1) the Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns any of its interest in the Lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof, (4) Tenant fails to timely notify Landlord in writing that Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate, time being of the essence with respect thereto, or (5) Tenant timely rejects Landlord's determination of the Prevailing Rental Rate, but fails to require in writing that the Prevailing Rental Rate be determined by brokers, time being of the essence with respect thereto.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **9/9/2025**

Interlocal Cooperation Agreement with UTMB to Provide In-Person Primary Care Services to the County's Indigent

Approve entering into an Interlocal Cooperation Agreement with University of Texas Medical Branch at Galveston to provide in-person primary care services to Brazoria County's indigent residents.

The County Judge is authorized to execute said Agreement on behalf of the County.

Further, a copy of this order be provided to the Health Department.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is entered into effective **October 1, 2025** ("Effective Date"), by and between The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, an agency of the State of Texas ("UTMB Health") and Brazoria County on behalf of the Brazoria County Indigent Health Care Program ("Brazoria County") pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code.*

1. Definitions

1.1 Receiving Party: Brazoria County, a local government of the State of Texas.

1.2 Performing Party: UTMB Health, an institution of higher education and an agency of the State of Texas.

1.3 Contracting Parties includes the Receiving Party and the Performing Party.

1.4 Eligible Resident: A Brazoria County resident who:

1.4.1 Presents a valid Brazoria County identification card to UTMB Health; or

1.4.2. Has a valid referral authorization from the Brazoria County Indigent Health Care Office or a physician designation by Brazoria County Indigent Health Care Office as able to make referrals; or

1.4.3. Is authorized or presented to UTMB Health for treatment by a District official.

1.5 Patient: Any individual who is classified as an Eligible Resident of Brazoria County.

2. Purpose

The purpose of this Agreement is to obtain the services of UTMB Health to provide in-person primary care services to Eligible Residents within Brazoria County. This Agreement will increase the efficiency and effectiveness of the Contracting Parties.

3. Specific Covered Services ("Services") by UTMB Health include the following:

3.1. In-person primary care services provided by an Advanced Practice Clinician(s) ("APC") trained for and skilled in comprehensive first contact and continuing care for people with undiagnosed signs, symptoms or health concerns not limited to problem origin, organ system or diagnosis. Primary care services exclude specialty care, laboratory not performed by APC on location and imaging services.

3.2. UTMB will order the necessary medical supplies for any Patient primary care visit, all costs of which are included within payments to UTMB Health under the Agreement.

3.3. All medications and vaccines ordered and paid for by Brazoria County may be housed at the UTMB Health clinic site in a designated location, or as more specifically outlined in Section 4.3.

3.4. Primary care will include diagnosis and as appropriate treatment, health promotion, disease prevention and health maintenance, and patient education.

3.5. The APC will act as the principal point of consultation and will provide the referral, as appropriate, for specialty care, laboratory and imaging services.

3.6. The APC will be assisted by a Medical Assistant at each location and supervised by a designated UTMB Health physician.

3.7. UTMB Health will provide Services on the following days and during those hours at the respective UTMB Health clinic locations listed below for 48 weeks per year, in accordance with the UTMB Clinic Enterprise Holiday Schedule:

Mondays 8AM – 5PM: 2020 E. HWY 6 Alvin, Texas 77511

Thursdays 8AM – 5PM: 2309 W. Mulberry St. Angleton, TX 77515

3.8. Quarterly report(s) including scheduled visits, number of patients treated, health problems addressed, and referrals, will be provided to Brazoria County, as requested and mutually agreed upon between the Parties.

3.9. Specialty care referral will be performed by UTMB Health support staff with authorizations and approvals by Brazoria County Indigent Health Care Program.

3.10. EPIC is anticipated to be the electronic medical record and will be provided by UTMB Health.

3.11. Scheduling services that will be accessible from 8:00 a.m. to 5:00 p.m. Monday through Friday and UTMB Health will provide Services, both, in accordance with the UTMB Clinic Enterprise Holiday Schedule.

3.12 After hours call center will be provided by UTMB Health 24 hours a day/7 days per week that includes nurses providing advice from nationally recognized protocols.

4. Brazoria County's responsibilities include:

4.1 Brazoria County agrees to pay in advance for Services in accordance with Section 5 below, at the first of each month to be paid on or before the tenth working day of each month. UTMB will send a monthly invoice to Jennifer Gutierrez, 434 E. Mulberry, Angleton, Texas 77515, 979-864-3922(Fax); jenniferg@,brazoria-county.com no later than the 3rd Thursday of the preceding month.

4.2 Brazoria County will supply an Indigent Care Case Worker to UTMB Health clinic locations, and will also be responsible for supplying IT/IS equipment needed for the Indigent Care Case worker while onsite at one of the UTMB clinics.

4.3 Medications and vaccines will be ordered and paid for by Brazoria County and should be delivered to the UTMB clinics in Angleton and Alvin. The medications and vaccines will be stored in a designated location in each of the UTMB clinics in Angleton and in Alvin. If it's not possible to ship medication and vaccines to two different locations, then it can all be shipped to one location (UTMB Angleton) and the UTMB LVN will coordinate the medication with the appropriate clinic.

4.4 Brazoria County shall screen and authorize all patients in accordance with the provisions of the Act and the County's internal procedures in advance of any treatment.

4.5 Brazoria County shall always provide UTMB Health with a monthly list or report via facsimile to (409) 747-0850 of all Eligible Residents to be used as authorization for scheduling patients. This list or report must include the following information for each eligible resident: First, Middle, and Last Name; Date of Birth; Dates of Eligibility; and Social Security Number. As required, Brazoria County shall provide a Notice of Eligibility or Ineligibility for residents who are added or removed mid-month.

5. Fee Schedule

5.1. The total amount of this Agreement shall not exceed **$262,453.00 per year.**

Primary Care Services:	$89,653
Operations:	$107,015
Sub Total	$196,668
Indirect Overhead (33.45%):	$65,785
Total:	$262,453

5.2. For budgeting purposes, a 3% inflation factor assumption should be used for future years of service.

5.3. This Agreement Amount includes costs associated with all operations, including normal maintenance & operation expenses, appointment scheduling services, travel if needed, and necessary equipment for UTMB Health to perform Services under this Agreement.

6. Payment

6.1. Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code* to the following address:

UTMB - OSP
Dept #750
P.O. Box 660120
Dallas, Texas 75266-0120

6.2. Payments made under this Agreement will (1) fairly compensate Performing Party for the services performed under this Agreement, and (2) be made from current revenues available to Receiving Party.

7. Term

The term of this Agreement begins on the Effective Date and expires on September 30, 2026.

8. Notices

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

If to Receiving Party: Brazoria County Health Department
Director of Public Health Services
434 E. Mulberry
Angleton, Texas 77515
Attention: Cathy Sbrusch

with copy to: Brazoria County District Attorney's Office
111 E. Locust, Suite 408A
Angleton, Texas 77515
Attention: Mary Shine

If to Performing Party: The University of Texas Medical Branch
EVP and Chief Financial Officer
301 University Boulevard, Route 0128
Galveston, TX 77555-0128

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

9. Termination

9.1 In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon ten (10) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.

9.2 Either Contracting Party may terminate this Agreement upon ninety (90) days advance written notice of termination to the other Party.

10. Other Provisions

Both Parties agree to the following provisions:

10.1 **Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, Brazoria County shall hold harmless and indemnify UTMB Health, the State of Texas, Board of Regents, The University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of Brazoria County, its officers, employees, and/or agents including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB Health shall hold harmless and indemnify Brazoria County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting form or attributable to any act or omission of UTMB Health, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.

10.2 **Acknowledgement of HIPAA Obligation.** To the extent Brazoria County comes into contact with information considered Individually Identifiable Health Information, Protected Health Information or Electronic Protected Health Information (collectively, "Protected Information"), as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(D)) ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as regulated by the Department of Health and Human Services ("DHHS") through the adoption of standards 45 CPR Parts 160 and 164 (Privacy Rule) and 45 CPR Parts 160, 162 and 164 (Security Rule), collectively referred to herein as "the HIPAA Rules," Brazoria County agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

The Parties agree to only use and disclose PHI as required to perform the Services outlined in this Agreement. Neither Party will use or further disclose PHI other than as permitted under this Agreement and both Parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both Parties agree to promptly notify the other of any use or disclosure

of PHI not provided for in this Agreement. Both Parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both Parties understand that either Party may terminate this Agreement immediately if the other Party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both Parties shall require any agents or subcontractors who receive PHI to be bound by the same restriction and conditions outlined in this Agreement.

10.3 **Venue; Governing Law.** Galveston County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

10.4 **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

10.5 **Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Agreement without further duty or obligation under this Agreement.

10.6 **State Auditor's Office.** The Contracting Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code.* The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

10.7 **Assignment.** This Agreement is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

10.8 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof: and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

10.9 **Public Records.** It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the *"Public Information Act"),* as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

10.10 **Dispute Resolution.** The Parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB Health and Brazoria County to attempt to resolve all disputes arising under this Agreement. Brazoria County must give written notice to UTMB Health of a claim for breach of this Agreement no later than the 180[1] day after the date of the event giving rise to the claim. By its execution of this Agreement, the Parties acknowledge and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement, constitutes or is intended to constitute a waiver of UTMB Health's, Brazoria County's, or either of their employees' immunity from suit and/or liability. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Galveston, Texas.

10.11 **Force Majeure.** Neither UTMB Health nor Brazoria County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB Health or Brazoria County and that by the exercise of due diligence UTMB Health or Brazoria County is unable, wholly or in part, to prevent or overcome.

[signatures next page]

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

BRAZORIA COUNTY

By: _____
L.M. "Matt" Sebesta, Jr.
County Judge

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and Chief Financial Officer
301 University Boulevard
Galveston, Texas 77555-0128

Date: _____

Content Reviewed: _____

By: _____
Angela Raimer, MD
Chief Medical Officer
Community Based Clinics

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **9/9/2025**

457(b) Plan Implementation with Voya

Approve “Phase I” Contracts and or Agreements required for implementation of the Brazoria County’s 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.

RESET FORM

APPLICATION FOR GROUP ANNUITY CONTRACT

Voya Retirement Insurance and Annuity Company

A member of the Voya® family of companies
PO Box 990063
Hartford, CT 06199-0063

As used on this form, the term "Voya," "VRIAC," "Company," "we," "us" or "our" refers to your plan's funding agent and/or services provider. That entity is VRIAC. Contact us for more information.

I. APPLICANT INFORMATION

Applicant Name *(Employer/Contract Holder)* County of Brazoria, Texas

Address 111 E. Locust Street

City Angleton State TX ZIP 77515

Tax Identification # 04-2542703

2. ACCOUNT INFORMATION

Full Legal Plan Name Brazoria County Deferred Compensation Plan

Type of Organization

- ☑ Governmental Organization
  - ☑ State, local, county, municipality
  - ☐ Healthcare
  - ☐ Public School
    - ☐ K-12
    - ☐ High Education
- ☐ For Profit Organization
  - ☐ Corporation
  - ☐ Unincorporated *(e.g. partnerships, self-employed & S Corporations)*
- ☐ Tax-exempt Organization *(includes churches, healthcare organizations and private education organizations)*
  - ☐ 501(c)(3) Organization *(IRS tax-exempt status letter required to be submitted for organizations formed after 10/9/69)*
    - ☐ Church, qualified and non-qualified church controlled organizations
    - ☐ Healthcare
    - ☐ Education
  - ☐ 501(c)(___) Organization. Type of Entity _____
- ☐ Multiple Employer Plan
- ☐ Pooled Employer Plan
- ☐ Other *(specify)* _____

Type of Plan *(Select one.)*

403(b) Plan
- ☐ 403(b) Non-ERISA public schools and ERISA exempt 501(c)(3) organizations
- ☐ 403(b) ERISA (*generally, 501(c)(3) organization sponsoring a 403(b) with employer and/or employee contributions)*

401(a)/(k) Plan
- ☐ 401(a)
- ☐ 401(k) - employee salary deferral plan

457 Plan
- ☑ Governmental 457(b) *(including public schools)*
- ☐ Tax-exempt 457(b) top hat *(for select management and/or highly compensated employees)*
- ☐ Tax-exempt 457(b) *(only non-qualified church controlled organizations)*

Other *(specify)* _____

Product *(Select one. All products may not be available in all states.)*

- ☐ **Voya Custom Choice II**
- ☐ **Voya Retirement Choice II** (Fixed Plus Account III)
- ☐ **Voya Retirement Plus II**
- ☐ **RetireFlex - MF** (Fixed Account-457/401)
- ☑ **RetireFlex - MF** (Fixed Account B)
- ☐ **RetireFlex - SA**
- ☐ **Other** *(specify)* _____

ERISA Status

Is this Plan subject to ERISA Title I? ☐ Yes ☑ No

If "Yes," indicate the Plan Anniversary (Month/Day) *(required)* _____

3. IMPORTANT NOTICES

To help the government fight the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each entity who opens an account. What this means to you: When you apply for an annuity, we will ask for your entity's name, address, taxpayer identification number, and other information that will allow us to identify entity ownership. We may also ask to see articles of incorporation or other identifying documents.

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Alaska, Maine: Information provided by the applicant are representations and not warranties.

ALASKA:

If you need additional information regarding the benefits and provisions within this contract, please submit a written request to Customer Service, One Orange Way, Windsor, CT 06094-4774, Telephone Number: 1-800-654-8065. Upon receipt of your request, we will provide you with the requested information within 10 days.

Arizona Right to Cancel Notice: The contract owner can request at any time information from the Company regarding benefits and provisions of this contract and the Company will respond within a reasonable period of time and provide the requested reasonable factual information. If for any reason you are not satisfied with the Contract you may return it within fifteen days of receipt, or within thirty days of receipt if you are sixty-five years of age or older as of the date the application was signed or if the Contract is replacing another existing life insurance or annuity contract, for a refund of all deposits.

California: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Kansas: Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of fraud as determined by a court of law and may be subject to fines and confinement in prison.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand ($5,000) dollars and not more than ten thousand ($10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Alabama, Arkansas, District of Columbia, Georgia, Hawaii, Iowa, Louisiana, **Maine**, Massachusetts, Michigan, Mississippi, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, West Virginia, Wisconsin, and Wyoming: **Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

4. CONTRACT HOLDER SIGNATURE AND AUTHORIZATION

By signing this form, I understand that:

- I am selecting an annuity product to fund a tax-deferred arrangement;
- the tax laws provided for deferral of taxation of earnings on participant account balances; and
- although the annuity provides features and benefits that may be of value to participants, it does not provide any additional deferral of taxation beyond that provided by the tax-deferred arrangement itself.

Additionally, I acknowledge that the pre-filled information, as well as the information I have provided is complete and accurate. I further understand that the Company is entitled to rely exclusively on information provided on this form.

All payments and values provided by the group Contract, when based on the investment experience of the Separate Account, are variable and are not guaranteed as to fixed dollar amount. Amounts allocated to the Guaranteed Accumulation Account, if available and withdrawn before a guaranteed term maturity date, and/or amounts allocated to the Fixed Account, if applicable, may be subject to a market value adjustment. The market value adjustment may result in an increase, or a decrease, in a participant's account value.

I acknowledge receipt of the current annuity prospectus for the group annuity contract or contract disclosure booklet, as well as current fund prospectuses for each of the variable investment options. ***I HAVE ATTACHED A COPY OF PROSPECTUS RECEIPT TO THIS APPLICATION*** *(required for registered contracts only)***.** The Effective Date of the Contract is the Contract Holder's date of signature below.

Contract Holder Signature _____ Date _____

Title _____ City/Town and State Where Signed _____

Witness Signature _____ Date _____

5. PRODUCER SIGNATURE

Producer Name _____ License *# (if applicable)* _____

Producer Signature _____ Date _____

RESET FORM

APPLICATION FOR GROUP ANNUITY CONTRACT

Voya Retirement Insurance and Annuity Company

A member of the Voya® family of companies
PO Box 990063
Hartford, CT 06199-0063

As used on this form, the term "Voya," "VRIAC," "Company," "we," "us" or "our" refers to your plan's funding agent and/or services provider. That entity is VRIAC. Contact us for more information.

I. APPLICANT INFORMATION

Applicant Name *(Employer/Contract Holder)* County of Brazoria, Texas

Address 111 E. Locust Street

City Angleton State TX ZIP 77515

Tax Identification # 04-2542703

2. ACCOUNT INFORMATION

Full Legal Plan Name Brazoria County Deferred Compensation Plan

Type of Organization

- ☑ Governmental Organization
  - ☑ State, local, county, municipality
  - ☐ Healthcare
  - ☐ Public School
    - ☐ K-12
    - ☐ High Education
- ☐ For Profit Organization
  - ☐ Corporation
  - ☐ Unincorporated *(e.g. partnerships, self-employed & S Corporations)*
- ☐ Tax-exempt Organization *(includes churches, healthcare organizations and private education organizations)*
  - ☐ 501(c)(3) Organization *(IRS tax-exempt status letter required to be submitted for organizations formed after 10/9/69)*
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  - ☐ 501(c)(___) Organization. Type of Entity _____
- ☐ Multiple Employer Plan
- ☐ Pooled Employer Plan
- ☐ Other *(specify)* _____

Type of Plan *(Select one.)*

403(b) Plan
- ☐ 403(b) Non-ERISA public schools and ERISA exempt 501(c)(3) organizations
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- ☐ 401(a)
- ☐ 401(k) - employee salary deferral plan

457 Plan
- ☑ Governmental 457(b) *(including public schools)*
- ☐ Tax-exempt 457(b) top hat *(for select management and/or highly compensated employees)*
- ☐ Tax-exempt 457(b) *(only non-qualified church controlled organizations)*

Other *(specify)* _____

Product *(Select one. All products may not be available in all states.)*

- ☐ **Voya Custom Choice II**
- ☐ **Voya Retirement Choice II** (Fixed Plus Account III)
- ☐ **Voya Retirement Plus II**
- ☐ **RetireFlex - MF** (Fixed Account-457/401)
- ☑ **RetireFlex - MF** (Fixed Account B)
- ☐ **RetireFlex - SA**
- ☐ **Other** *(specify)* _____

ERISA Status

Is this Plan subject to ERISA Title I? ☐ Yes ☑ No

If "Yes," indicate the Plan Anniversary (Month/Day) *(required)* _____

3. IMPORTANT NOTICES

To help the government fight the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each entity who opens an account. What this means to you: When you apply for an annuity, we will ask for your entity's name, address, taxpayer identification number, and other information that will allow us to identify entity ownership. We may also ask to see articles of incorporation or other identifying documents.

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- ☑ **RetireFlex - MF** (Fixed Account B)
- ☐ **RetireFlex - SA**
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Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand ($5,000) dollars and not more than ten thousand ($10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Alabama, Arkansas, District of Columbia, Georgia, Hawaii, Iowa, Louisiana, **Maine**, Massachusetts, Michigan, Mississippi, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, West Virginia, Wisconsin, and Wyoming: **Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

4. CONTRACT HOLDER SIGNATURE AND AUTHORIZATION

By signing this form, I understand that:

- I am selecting an annuity product to fund a tax-deferred arrangement;
- the tax laws provided for deferral of taxation of earnings on participant account balances; and
- although the annuity provides features and benefits that may be of value to participants, it does not provide any additional deferral of taxation beyond that provided by the tax-deferred arrangement itself.

Additionally, I acknowledge that the pre-filled information, as well as the information I have provided is complete and accurate. I further understand that the Company is entitled to rely exclusively on information provided on this form.

All payments and values provided by the group Contract, when based on the investment experience of the Separate Account, are variable and are not guaranteed as to fixed dollar amount. Amounts allocated to the Guaranteed Accumulation Account, if available and withdrawn before a guaranteed term maturity date, and/or amounts allocated to the Fixed Account, if applicable, may be subject to a market value adjustment. The market value adjustment may result in an increase, or a decrease, in a participant's account value.

I acknowledge receipt of the current annuity prospectus for the group annuity contract or contract disclosure booklet, as well as current fund prospectuses for each of the variable investment options. ***I HAVE ATTACHED A COPY OF PROSPECTUS RECEIPT TO THIS APPLICATION*** *(required for registered contracts only)***.** The Effective Date of the Contract is the Contract Holder's date of signature below.

Contract Holder Signature _____ Date _____

Title _____ City/Town and State Where Signed _____

Witness Signature _____ Date _____

5. PRODUCER SIGNATURE

Producer Name _____ License *# (if applicable)* _____

Producer Signature _____ Date _____

IRC SECTION 457 GOVERNMENTAL CUSTODIAL ACCOUNT AGREEMENT

THIS CUSTODIAL ACCOUNT AGREEMENT (the "Agreement"**)**, effective as of December 1, 2025, between County of Brazoria, Texas (the "Employer") in its capacity employer and as the party authorized and responsible under state or local law for maintaining the Brazoria County Deferred Compensation Plan (the "Plan") and Voya Institutional Trust Company (the "Custodian").

WITNESSETH:

WHEREAS, the Employer has adopted and maintains the Plan in accordance with the requirements of Section 457(b) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

WHEREAS, Section 457(g)(3) of the Code provides that custodial accounts described in Section 401(f) of the Code shall be treated as trusts pursuant to that section; and

WHEREAS, the Employer has established or desires to establish a custodial account in accordance with Section 457(g) and Section 401(f) of the Code constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

WHEREAS, the Employer has the power and authority to manage and control the assets of the Plan; and

WHEREAS, the Employer has engaged an affiliate of the Custodian to provide recordkeeping services to the Plan ("Recordkeeping Affiliate"); and

WHEREAS, the Employer wishes to appoint the Custodian as custodian of the Plan in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Employer on behalf of the Plan and the Custodian, each intending to be legally bound, agree as follows:

SECTION 1 - ESTABLISHMENT AND OPERATION OF CUSTODY ACCOUNT

1.1 Appointment and Acceptance of Custodian/Affiliates. The Employer hereby establishes with the Custodian a custodial account consisting of such sums of money and such other property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian, and hereby appoints the Custodian as custodian with respect to the assets held pursuant to this Agreement as such assets shall exist from time to time (the "Account"). The Account shall not include any property or asset other than the assets delivered to and accepted by the Custodian from time to time. For purposes of this agreement, plan assets invested through the Program in a self-directed brokerage account shall also be considered to be part of the Account. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian, or for any property of the Plan not delivered to the Custodian and accepted by the Custodian to be a part of the Account. The Custodian hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein. The Employer hereby acknowledges that an affiliate of the Custodian, the Recordkeeping Affiliate, acts on behalf of the Custodian as the Custodian's agent for purposes of carrying out the Custodian's responsibilities under this Agreement.

1.2 Custodian Responsibilities. The Custodian shall receive and hold the assets on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Custodian hereunder as custodian shall be to act solely in accordance with the instructions of the Employer or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Custodian any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Custodian is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this

Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custody Account.

1.4 Limitation of Liability. Neither the Custodian nor its agents shall be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Custodian shall not be responsible for the title, validity or genuineness of any asset or any Loan Document received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Contributions. The Custodian shall receive contributions or other amounts for deposit to the Plan that are delivered to the Custodian or its designated agent for deposit to or for the benefit of the Plan. In accordance with Authorized Instructions, the Custodian shall transmit contributions received for the purpose of settling the Plan's investment transactions. The Employer shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Custodian shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement (a) contributions made by the Employer based upon mistake of fact may be returned to the Employer. The Custodian shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Custodian shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Custodian shall make distributions and disbursements from the Account solely in accordance with Authorized Instructions. The Custodian shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Account is intended to be tax-exempt under Section 501(a) of the Code and this Agreement is intended to comply with Section 457(g) of the Code. The Employer represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. The Employer agrees to immediately notify the Custodian if the Plan ceases to be so eligible.

SECTION 2 – AUTHORITIES

2.1 Authority to Execute Agreement. The Employer hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below on behalf of the Employer as Authorized Parties warrant, as individuals, that each is an authorized to act on behalf of the Employer all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Employer shall concurrently with the execution of this Agreement, furnish the Custodian or the Recordkeeping Affiliate with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of the Employer under the terms of this Agreement as “Authorized Parties.” Such persons designated by the Employer to act on its behalf hereunder are "Authorized Parties". The Custodian shall be entitled to rely on and shall be fully protected in acting

upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Employer of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Custodian from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Custodian shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

2.4 Participant-Directed Brokerage Accounts. The Trustee shall, if so directed by the Employer, segregate all or a portion of the Fund held by it into one or more separate investment accounts to be known as "Participant-Directed Brokerage Accounts." Whenever a Participant is directing the investment and reinvestment of a Participant-Directed Brokerage Account, the Participant shall have the powers and duties which an Investment Manager would have under this Agreement if an Investment Manager were then serving and the Trustee shall be protected to the same extent as it would be protected under this Agreement as to directions or the absence of directions of an Investment Manager. The broker shall provide confirmation of each order to the Recordkeeping Affiliate, which shall maintain records in such form as to satisfy reporting requirements of the Plan

SECTION 3 - POWERS AND DUTIES

3.1 General Powers and Duties of Custodian. In administering the Account, the Custodian shall be specifically authorized to:

(a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets held in the Account;

(b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Custodian's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Make distributions and disbursements from the Account and carry out related tax withholding remittance and reporting obligations under Federal, state and local law;

(d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Custodian) as to part or all of the Account, except that the indicia of ownership of any asset of the Account shall not be held outside the jurisdiction of the District Courts of the United States;

(e) Collect income payable to and dividends or other distributions due to the Account and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;

(f) Collect proceeds from assets of the Account that may mature or be called;

(g) Until Authorized Instructions are received, hold the assets of the Account uninvested, or invest the assets of the Account in bank accounts of any bank, and the Custodian may retain any earnings on such deposits as part of its compensation for services hereunder;

(h) Submit or cause to be submitted to the Employer all information received by the Custodian regarding ownership rights pertaining to property held in the Account;

(i) To the extent not delegated by the Employer to an investment manager, exercise all voting rights relating to securities held in the Account as directed by the Employer; provided that, with respect to securities allocated to the accounts of Participants, if directed by the Employer in writing, the Custodian or its Recordkeeping Affiliate shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator, and the Custodian

shall vote the shares as directed by each Participant and shall not vote shares for which it has not received instructions from a Participant. Unless the Employer instructs the Custodian to vote shares not voted by Participants, the Custodian shall not be liable and shall be held harmless for not voting such shares.

(j) Commence or defend suits or legal proceedings and represent the Account in all suits or legal proceedings in any court or before any other body or tribunal as the Custodian shall deem necessary to protect the Account provided, however, that the Custodian shall not be obligated to do so unless it has been indemnified by the Employer and the Plan against all expenses and liabilities sustained in connection with such action;

(k) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Custodian shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Employer, the Custodian shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Agreement; and

(m) Retain and engage one or more affiliates of the Custodian to perform, at no additional cost to the Plan, the duties and responsibilities of the Custodian; and

(n) Generally take any action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder.

SECTION 4 - INVESTMENT OF THE ACCOUNT

4.1 Investment of the Account. The assets of the Account shall be invested and reinvested among the investments selected by the Employer. The self-directed brokerage account will be considered one investment. The Employer shall have sole responsibility for the investment and reinvestment of the assets of the Account, except to the extent that the Plan permits participants to provide investment direction to the Plan's recordkeeper with respect to the investment of their individual accounts among investment options selected by the Employer. The Custodian shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

SECTION 5 - REPORTING AND RECORDKEEPING

5.1 Records and Reports. The Custodian shall keep accurate records of all assets and loan documents delivered to and from the Account for at least six years following the date of such transaction. The Custodian shall provide a report of the assets of the Account including the loan documents held in the Account to the Employer from time to time, but at least annually. The Custodian may rely on the fair market value of the property of the Account as reported to it by authorized parties shall be fully protected in relying on such values.

5.2 Review of Reports. If, within ninety (90) days after the Custodian mails to the Employer a statement with respect to the Account, the Employer has not given the Custodian written notice of any exception or objection thereto, the statement shall be deemed to have been approved and, in such case, the Custodian shall not be liable for any matters in such statements. The Employer or its agent, upon giving prior written notice to the Custodian, shall have the right at its own expense to inspect the Custodian's books and records directly relating to the Account during normal business hours. Custodian shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 Non-Account Assets. The duties of the Custodian shall be limited to the assets held in the Account, and the Custodian shall have no duties with respect to property or assets held by any other person including, without limitation, any trustee or other custodian for the Plan. The Employer hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-trustee or co-custodian under the circumstances, and shall have no co-fiduciary liability for any other person, trustee, custodian or other entity. If permitted by the

Plan, the custodian or the Recordkeeping Affiliate shall hold custody of plan loan notes in accordance with the terms of the Administrative Services Agreement to the extent such services are elected by the Employer thereunder. If a third party is chosen to administer plan loans on behalf of the Plan, the Employer acknowledges that it is responsible for making arrangements necessary to maintain such assets in a separate trust and the Custodian shall not be held responsible in any way for such plan loans.

SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

6.1 Compensation and Expenses.

(a) Compensation. The Custodian shall be entitled to compensation for services under this Agreement as set forth in the fee schedule as contained in or incorporated by reference into the Administrative Services Agreement or similar document where plan fees are described and as otherwise provided for in this Agreement. The Employer acknowledges that the Custodian may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Employer.

(b) Interest on Uninvested Cash. The Custodian shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(f) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution, or earnings on cash otherwise held uninvested as directed by Employer.

The Custodian may keep any number of bank accounts to receive and hold for a reasonable time contributions or other amounts to be invested; or amounts redeemed to pay a distribution or disbursement. The Custodian may credit amounts to any such bank account, which may commingle the Plan's amounts together with amounts of other retirement plans.

The expenses, including bank fees and charges, of any account are the obligation of the entity that keeps the account, and will not be charged against the Fund. The income (if any) from the account is additional compensation to the Custodian, and the Custodian may share such income with its affiliates.

The Custodian will receive float income (as described herein) and will retain that float income as partial compensation for the services the Custodian renders hereunder. For each kind of float compensation, the Custodian generally earns a rate of return comparable to money-market or short-term investment returns.

(i) Contributions

The Custodian uses a bank account to receive and hold contributions or other amounts to be invested in the Fund. The Custodian is unable to invest contributions or other amounts until Authorized Instructions are received in good order. The Custodian receives float income during any waiting period for Authorized Instructions. For Authorized Instructions received in good order by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), the Custodian will process the contributions or other amounts on that business day. For Authorized Instructions received in good order after the close of the New York Stock Exchange, the Custodian will process the contributions or other amounts on the next business day.

(ii) Distributions

The Custodian will receive float income in connection with distributions and disbursements during the period of time commencing when an amount is redeemed from the Fund to fund a distribution or disbursement check and ending when the check is paid. The Custodian's agent mails the check within three business days from the day that an amount is redeemed from the Fund

(c) Authorization. The Custodian shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Custodian is authorized to charge and collect from the Account any and all such fees and expenses, unless the Employer objects within 30 days of receiving notice of the Custodian's intent to collect its fees and expenses from the Account.

6.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Custodian, the Custodian may use reasonable efforts to assist such Authorized Party to notify the Employer of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or

refund, interest, penalties and other related expenses of the Account ("Tax Obligations"). Notwithstanding the foregoing, the Custodian shall not have any responsibility or liability for any Tax Obligations now or hereafter imposed on the Employer or the Account by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Custodian is responsible under any applicable law for payment of any Tax Obligation on behalf of the Account, the Employer shall cause the appropriate Authorized Party to inform the Custodian of all Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations, and shall provide the Custodian with all information required by the Custodian to meet such Tax Obligations.

6.3 Indemnification. The Employer, and to the extent permitted by law, the Plan, shall indemnify and hold harmless the Custodian from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Custodian in connection with this Agreement, except as a result of the Custodian's own negligence or willful misconduct.

6.4 Force Majeure. The Custodian shall not be responsible or liable for any losses to the Account resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Account's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Custodian or its agents.

6.5 Survival. This Section Six (6) shall survive the termination of this Agreement.

SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

7.1 Amendment. The Custodian may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Custodian shall deliver written notice of any such amendment to the Employer. Other amendments may be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Custodian. The Custodian may be removed with respect to all or part of the Account upon receipt of sixty (60) days' written notice from the Employer. The Custodian may resign as custodian hereunder upon sixty (60) days' written notice delivered to the Employer. In the event of such removal or resignation, the successor custodian will be appointed by the Employer, and the retiring custodian shall transfer the Account, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Employer fails to appoint a successor custodian within sixty (60) days of receipt of written notice of resignation, the Custodian reserves the right to seek the appointment of a successor custodian from a court of competent jurisdiction. The Employer shall indemnify the Custodian from any costs incurred by the Custodian in seeking such appointment. The Custodian shall continue to serve as the Plan Custodian until the new plan custodian is either appointed by the Employer, or court of competent jurisdiction as described herein. The Custodian shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor custodian.

7.3 Merger or Consolidation of Custodian. Any entity into which the Custodian may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Custodian is a party, or any entity succeeding to the custody business of the Custodian, shall become the successor of the Custodian hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Custodian shall distribute all assets then constituting the Account, less any fees and expenses payable from the Account, pursuant to the instructions of the Employer. The Custodian shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Custodian reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Custodian is

able to distribute or transfer such property. The Employer shall indemnify the Custodian from any costs incurred by the Custodian for retaining the property until it can be distributed or transferred. Upon the appointment and acceptance of a successor custodian, the Custodian's sole duties shall be those of a custodian with respect to the property not transferred.

7.6 Termination of Administrative Services Agreement or Investment Agreement. Notwithstanding the notice requirements in Section 7.2, in the event the Administrative Services Agreement between the Employer and/or the Employer and the Recordkeeping Affiliate is terminated, this Agreement shall terminate simultaneously with the termination of the Administrative Services Agreement without further notice from any party hereunder to the others. For purposes of this section, the Investment Agreement, if applicable, shall be subject to the terms of this section in addition to or in the absence of an Administrative Services Agreement.

SECTION 8 - ADDITIONAL PROVISIONS

8.1 Assignment or Alienation. Except as may be provided by law, the Account shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, participants or beneficiaries under the Plan. The Custodian shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of the Employer but the assets of the Account shall be held in the State of Connecticut.

8.3 Necessary Parties. The Custodian reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Custodian or the Employer the right to have the Custodian's account judicially determined. To the extent permitted by law, only the Custodian and the Employer shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Custodian, and no participant under the Plan or other person having an interest in the Account shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Employer shall indemnify the Custodian for any costs incurred by the Custodian in seeking such judgment.

8.4 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Custodian:

Melissa McAuliffe
Vice President
Voya Retirement Operations
One Orange Way, C3N
Windsor, Connecticut 06095-4774

With copy to:

J. Denise Jackson
President
Voya Institutional Trust Company
One Orange Way, C4R
Windsor, Connecticut 06095-4774

(b) If to the Employer:

Courtney Lucek
Payroll Manager
County of Brazoria, Texas

111 E. Locust St.
Angleton, TX 77515

The parties may, by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 Shareholder Communication. Until such time as the Custodian receives a written notice to the contrary with respect to a particular security, the Custodian may release the identity and the address of the Fund to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

County of Brazoria, Texas	Voya Institutional Trust Company
By: _____	By: _____
Name:	Name: _____
Title:	Title: _____

RESET FORM

INVESTMENT ADVISORY SERVICES AGREEMENT



This Agreement is made this 12/01/2025 {DATE}, by and between Voya Retirement Advisors, LLC ("VRA") and the PLAN SPONSOR of the Brazoria County Deferred Compensation Plan {PLAN NAME} (the "Plan"), a qualified defined contribution plan maintained for the benefit of the participants and beneficiaries thereof;

WHEREAS, under the terms of the Plan, participants are entitled to direct the investment of their account balances under the Plan among the investment options available under the Plan;

WHEREAS, the Plan Sponsor has designated certain of such investment options as being subject to the investment advice services contemplated hereunder (the "Designated Investment Options");

WHEREAS, certain of the Designated Investment Options may be managed for a fee by affiliates of VRA and/or may provide for the payment of shareholder servicing fees or other revenue sharing amounts to VRA or its affiliates;

WHEREAS, VRA's affiliates will also provide various services with respect to the Plan including participant recordkeeping services pursuant to a separate services agreement;

WHEREAS, VRA is registered as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

WHEREAS, the Plan Sponsor desires to appoint VRA to provide investment advisory services to participants and beneficiaries under the Plan on the terms and conditions stated herein, and VRA desires to provide such services;

NOW THEREFORE, the Parties hereto agree as follows:

1. Investment Advisory Services

The Plan Sponsor hereby appoints VRA, and VRA hereby agrees, to provide individualized investment advice and account management services (the "Program") to participants and beneficiaries under the Plan ("Participants") in connection with the investment of their account balances under the Plan (collectively, the "Accounts") among the Designated Investment Options. Such Participant investment advice will be provided by VRA in the manner described in Exhibit A ("Investment Advisory Services), including the utilization of Morningstar Investment Management, LLC ("Morningstar") as described therein.

2. No Discretionary Authority. The Plan Sponsor hereby agrees and acknowledges that VRA does not intend to exercise discretionary authority with respect to either (i) the selection of the Designated Investment Options or any other investment options available under the Plan or (ii) the investment of the assets in the Accounts under the terms of this Agreement, it being understood that all discretionary decisions relating to the selection of the Designated Investment.

Options and any other investment options available under the Plan will be made by the Plan Sponsor or such other fiduciary as is allocated such responsibility under the Plan and all discretionary decisions relating to the investment of the assets in the Accounts will be made by the Participants. Notwithstanding the foregoing, if VRA or its agents actually exercise discretionary authority with regard to the services provided under this Agreement, VRA acknowledges that it will retain liability for all such actions for which discretion was exercised.

3. Acknowledgements and Representations of VRA

VRA hereby acknowledges and represents to the Plan Sponsor that:

(a) it is duly registered as an investment advisor under the Advisers Act and that such registration will remain in effect during the course of this Agreement;

(b) with respect to the services provided under this Agreement, it is a fiduciary of the Plan within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(c) it is not subject to any of the disqualifications set forth in Section 411 of ERISA;

(d) it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized, and has the power and authority to carry on its business as it is now being conducted;

(e) VRA carries and maintains, at its own cost and expense, commercially reasonable insurance coverage appropriate for its obligations under this Agreement, which may include, without limitation, errors/omissions, general commercial liability, coverage for cybersecurity and data/privacy breaches, and a fidelity bond as described in Section 412 of ERISA, and will provide upon request a verification of VRA's insurance types, limits, and carrier of each type of insurance coverage held by VRA.

(f) Morningstar has represented to VRA that (i) it is independent from VRA and its affiliates and (ii) there is no financial interest (e.g. compensation, fees, etc.), ownership interest, or other relationship, agreement or understanding between Morningstar and VRA that would limit the ability Morningstar to carry out its responsibility beyond the control, direction or influence of VRA;

(g) the services provided under this Agreement are intended to comply with Department of Labor Advisory Opinion 2001-09A and VRA has received a legal opinion, as may be amended from time to time, that the services do comply with such Advisory Opinion;

(h) this Agreement has been duly executed and delivered on behalf of VRA and is a legal and binding obligation of VRA enforceable in accordance with its terms.

4. Acknowledgements and Representations of Plan Sponsor

The Plan Sponsor hereby acknowledges and represents to VRA that:

(a) the execution and performance of this Agreement will not violate any provision of the governing documents of the Plan or require the Plan to obtain any consent or waiver not heretofore obtained;

(b) the Plan Sponsor is duly authorized to enter into this Agreement on behalf of the Plan and this Agreement is a legal and binding obligation of the Plan Sponsor and the Plan, enforceable in accordance with its terms;

(c) the Plan Sponsor has received a copy of Voya Retirement Advisors, LLC's most recently amended Disclosure Statement (Part II of VRA's Form ADV), or other document containing at least the information required in Part II, in advance of executing this Agreement; and

(d) the Plan Sponsor has reviewed the manner in which VRA will provide investment advice hereunder, and understands that such advice, if followed by the Participants, may result in the receipt of additional revenue by VRA and its affiliates.

5. Standard of Care

VRA will discharge its duties hereunder (i) with the degree of care, skill, prudence and diligence required under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and (ii) as otherwise required by ERISA and other applicable laws.

6. Limitation of Liability

VRA will have no liability whatsoever under this Agreement and will not be responsible under this Agreement for any loss (including attorney's fees) or other damages that result solely from:

(a) a breach of fiduciary duty of the Plan Sponsor;

(b) incorrect data provided to VRA or Morningstar by the Plan Sponsor (or any of its employees or agents) or by a Participant;

(c) any failure by the Plan Sponsor or an unaffiliated Plan administrative service provider to process Participant investment instructions completely or accurately; or

(d) the selection and composition of the Designated Investment Options or any other investment options available under the Plan.

The preceding sentence will not relieve VRA or any of its affiliates of any responsibility or liability they may have or incur by reason of any other contractual relationship with respect to, or any other services provided to, the Plan, including any and all costs incurred or associated with a breach of this Agreement. By way of example (and not limitation), costs associated with an information security breach that results in the unauthorized disclosure of participant information may include costs related to sending communications to affected participants, providing notification to relevant authorities, investigating and remediating the security breach (including attorney or other outside consulting fees), and/or providing credit monitoring or identity theft protection services to affected participants.

7. Fees

The compensation for all services to be rendered by VRA hereunder will be determined as provided in the fee schedule attached hereto as Exhibit B. All fees are due and payable by the Plan within 30 days after the date of invoice. The Plan Sponsor agrees to pay such fees to VRA or cause the Plan to pay such fees in a timely manner. VRA will be responsible for the payment of any compensation due to Morningstar Investment Management in connection with the investment advisory services provided hereunder.

In exchange for such fees, participants and beneficiaries of the Plan will receive unlimited access to the Advice Service and investment advisor representatives for advice, guidance, help and support using the online advisor and enrollment in the managed account program.

8. Term and Termination

The term of this Agreement shall be from the Agreement Date until the earlier of (i) the termination of this Agreement or (ii) the termination of the agreement between Plan Sponsor and an affiliate of VRA that provides for the affiliate's provision of recordkeeping and related administrative services to the Plan. This Agreement, may be terminated on at least 90 days' prior written notice by either party. This Agreement also may be terminated immediately by the Plan Sponsor upon written notice to VRA if the Plan Sponsor determines in good faith that the continuation of this Agreement is not or may not be consistent with its fiduciary duties under ERISA or other applicable law, and either party may terminate this Agreement upon written notice in the event of Default by the other party.

As used herein, "Default" by a party means the party's failure to meet any of its material obligations under the Agreement (other than the obligation to make payments) and to correct its failure within thirty (30) days after written notice of the failure; and in the case of the Plan Sponsor, Default also means the Plan Sponsor's failure to meet any payment obligations hereunder and to correct its failure within ten (10) days after VRA notifies the Plan Sponsor in writing of the failure.

9. Confidentiality

All investment information and advice furnished by each party to the other party or by a Participant to VRA or its affiliates or Morningstar will be treated as confidential and shall not be disclosed to third parties except as required by law. Notwithstanding the foregoing, the Plan Sponsor acknowledges and agrees that VRA will disclose to Morningstar such information concerning the Plan, the Accounts, and the Participants as is deemed necessary by VRA for Morningstar to provide services as contemplated by this Agreement; however, Morningstar shall maintain the confidentiality of such information on the same basis as if the information was provided by the Plan or its Participants. VRA shall be responsible for any breaches of this Agreement by Morningstar.

10. Reports

As part of its included and ongoing Program services, VRA will furnish the Plan Sponsor with such periodic reports as described in Exhibit C, or other information as may be required by applicable law or as the Plan Sponsor may reasonably request. However, VRA will not be responsible for the accuracy of any information furnished to VRA or Morningstar by the Plan Sponsor (or any of its employees or agents) or any of the Participants.

11. Miscellaneous

(a) No Assignment

No assignment of this Agreement under Section 205(a)(2) of the Advisors Act and the applicable regulations and interpretations thereunder may be made by VRA without the prior written consent of the Plan Sponsor. Notwithstanding the foregoing, Plan Sponsor hereby consents to any future assignment of this Agreement from VRA to an affiliated registered investment advisor provided (i) that any required regulatory disclosure is furnished to the Plan Sponsor at least sixty (60) days in advance of any actual assignment, (ii) VRA will provide Plan Sponsor with any due diligence or other information concerning the affiliated registered investment advisor reasonably requested by Plan Sponsor, and (iii) such assignment is not accompanied by a material change to the services described in Exhibit A.

(b) Entire Agreement; Amendment

This Agreement (including any Exhibits attached hereto) constitutes the entire understanding of the Parties relating to the subject matter hereof. Except as permitted in Section 11(a), this Agreement may be amended or assigned only by a written instrument with mutual agreement of the Parties hereto. Notwithstanding the foregoing, VRA may amend Exhibit A, in its sole discretion, upon 90 days' prior written notice to the Plan Sponsor, provided that in the event of a material reduction in services, as determined by the Plan Sponsor, the Parties will also negotiate fair and proportionate reductions to the fees set forth in Exhibit B.

(c) Survival

The provisions of Sections 6, 9, and this Section 11 shall survive the termination of this Agreement.

(d) Binding Agreement

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, permitted assigns, heirs and legal representatives.

(e) Governing Law

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, except that when federal law exists on substantive matters requiring construction under this Agreement, such federal law shall apply in lieu of state law. Notwithstanding the foregoing and to the extent not superseded by federal law, for purposes of VRA's status as a registered investment advisor or the advisory services it provides, this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

(f) Force Majeure

Notwithstanding anything else in this Agreement, and except for payment obligations hereunder, a party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of causes beyond the reasonable control of the nonperforming party, provided that the party charged with such default must continue to use all commercially reasonable efforts to overcome such force majeure. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the government in either it sovereign or contractual capacity, acts of terrorism or war, fires or other loss of facilities, floods, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, breach of contract by suppliers or others, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts or omissions of the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

PLAN SPONSOR	VOYA RETIREMENT ADVISORS, LLC
By_____	By Christopher E. Trovato _____
	Christopher E. Trovato
Its_____	Its Vice President, Voya Retirement Advisors _____

EXHIBIT A

Description of Services

VRA will provide individualized participant investment advice and account management services (the "Program") over the telephone through its investment advisor representatives ("Call Center"), via the internet called Online Advice ("OA"), and on personalized statements distributed periodically ("Statements") regarding the investment options under the Plan that has been designated by the Plan Sponsor as being subject to such investment advice services (the "Designated Investment Options").

The Program may consider all reported assets of the individual and his or her spouse/partner in providing retirement forecasts and advice or explain why the assets are excluded from the forecast. The Program will provide recommendations to the individual as to the investments available to him or her under the Plans. In addition, with respect to Internet accessed advice, the Plan Sponsor may elect to allow individuals to be advised as to multiple tax-deferred accounts and/or other accounts. Target retirement/target date funds are designed to be used as a single investment choice for participants, VRA will follows the analysis and recommendation of Morningstar with regard to the treatment of these funds. The Program does not include any buy/sell recommendations with respect to individual securities, such as a stock or bond.

With respect to the investment advice delivered by Statements, the Call Center or the Internet, VRA has engaged an unrelated, independent financial expert/sub-adviser, Morningstar Investment Management, LLC ("Morningstar"), to generate the specific portfolio recommendations for Participants in the Program. Morningstar will develop, implement, and maintain a computer program to provide Internet or intranet-based financial advisory services to the Participants. VRA will have no responsibility for or involvement in, the development of such computer program; provided, however, that VRA or its affiliates may provide certain background information to Morningstar. This computer program will analyze Participant portfolios, market conditions, and designated investment options available under the Plans, as well as information provided by the Participant through an electronic questionnaire developed by Morningstar or through telephone communication with VRA retirement advisor representatives based on questions developed by Morningstar (as described below). Based on this analysis, the computer program will generate specific portfolio recommendations for the Participants as to the allocation of their account balances under the Plan among the Designated Investment Options. These portfolio recommendations will be delivered to Participants by VRA via the internet, Call Center and/or through the mailing of Statements.

The Program will be tailored to the Plan in accordance with background information provided by VRA to Morningstar. The Program will be provided through a web-based link to Morningstar's website or indirectly through VRA's Call Center. VRA will maintain a Call Center that will be made available to Participants in addition to access through the Internet via the Online Advice tool. The Call Center will act solely as a non-discretionary conduit for the communication of the information required of the Participant under the Program, to Morningstar and for the communication of the investment advice generated by Morningstar to the Participant. In obtaining the information required of the Participant, the Call Center representative will use a questionnaire that has been developed by Morningstar. The Call Center personnel or the Statements will not make any investment recommendations to the Participants (other than communicating the output of Morningstar' computer program) or take any other action designed to influence the investment recommendation generated by the Program or the investment decisions ultimately made by the Participants.

The Program will be based upon the application of economic models and formulae developed by Morningstar that are not specific to VRA, the Plan or the Designated Investment Options and that are based on generally accepted financial planning and investment principles. VRA will have no role in the development, maintenance or oversight of the software and technology used in the Program, which responsibility will be exclusively the responsibility of Morningstar. All investment advice provided under the Program will be the product of the application of the foregoing computer program, considering the Designated Investment Options under the Plan and the individual participant data as provided by the Participant, the Plan Sponsor or the Plan recordkeeper. Neither VRA nor any of its affiliates will have any discretion regarding the output of such computer program. The advice communicated to Participants will not be accessible to VRA, except to the extent that VRA will be aware of such result through the operation of the Call Center. The computer program utilized by Morningstar under the Program will be developed and implemented by computer programmers engaged by Morningstar each of whom will be independent of VRA and its affiliates.

As part of the Program, Plan Participants may also have access to additional investment related education and guidance, as made available by VRA at no additional cost to Plan Sponsor or Plan Participants. Such education and/or guidance may include information, materials and/or analysis on retirement and financial planning related matters (e.g., Social Security claiming strategies, Medicare information and choice structure).

Professional Management (PM)

VRA will also provide a managed account option called Professional Management ("PM"). For purposes of this service, VRA shall act as an investment manager as defined under Section 3(38) of ERISA. Participants may either call VRA or read the Fact Sheet or Disclosure Statement to learn about PM and applicable fees. VRA will provide Participants with a portfolio recommendation,

investment allocation and contribution recommendation that considers the number of years from their current age and assumed retirement age and a suitable level of risk. Participants will also be provided with a forecast of their current investment risk and retirement account value and/or income. PM is delivered by VRA online, through personalized statements and by its investment advisor representatives who may be contacted by calling the Plan's toll-free information line. VRA may provide Participants with a recommendation regarding a suitable level of retirement savings and investment allocation and recommendations that consider their retirement goals and time horizon. Participants enrolled in PM may also be provided a personalized risk assessment and forecast of retirement wealth and income and the probability of achieving their financial goals.

Participants who enroll in the PM program will authorize VRA to collect the PM fee from their accounts and to provide ongoing management of their account which may include periodic increases of contributions to their accounts, periodic rebalancing/ reoptimizing investment allocations and adjusting the portfolio risk level and resulting allocation over time based on their changing retirement time horizon, within prescribed specifications, as presented by VRA and agreed to by the Participant.

VRA will pay Morningstar compensation for its services in connection with the Program. The amount of such compensation will not be affected in any way by the investment advice provided by Morningstar under the Program or by the manner in which the assets in Participants' accounts are ultimately invested by the Participants.

The Plan Sponsor will be provided on an on-going basis with periodic written report not less frequently than semi-annually concerning the Program.

Information regarding (i) fees and expenses paid or received by VRA or its affiliates with respect to any of the Designated Investment Options and (ii) any proposed increases in any of such fees shall be provided by the Plans' recordkeeper, Voya Retirement and Annuity Company.

EXHIBIT B

Fee Agreement

This fee agreement summarizes the fees that will be paid to Voya Retirement Advisors, LLC ("VRA"), in connection with its providing investment advisory and managed account services to the participants of the Plan. These fees include:

Set-up Fee – investment modeling and administrative committee review of employer-sponsored plan(s), Advisor customization and addition of the Professional Account Manager program. This fee will be paid by the Sponsor to VRA and will be paid upon signing of the Investment Advisory Services Agreement. This fee represents a one-time fee for set-up and testing the plan data connection, customizing the services to reflect the Plan specifications, establishing unique identifiers for all plan eligible employees, and review, analysis and modeling of plan investment options.	**Included**
Unlimited access to the VRA powered by Morningstar Online Advice Service and investment advisor representatives for advice, guidance, help and support using the online service and enrollment in the managed account program.	
Professional Management Fee – This fee is calculated quarterly based on the account balance of participants who enroll in the program. Fees are charged to participants' accounts each quarter subject to the tiered fee schedule below.	**Fees are charged to participants' accounts quarterly pursuant to the fee schedule below with any partial months being subject to a prorated fee.**

Professional Management - Fee Schedule*					
Select one (X)	**Plan Asset Range**	**Single Tier or Multi-Tiered Annual Fee (deducted Quarterly) Select one (X))**			
☐	Less than $3M	☐	60 bps	☐	First $100,000 65 bps Next $150,000 55 bps Over $250,000 45 bps
☐	$3M to less than $10M	☐	55 bps	☐	First $100,000 60 bps Next $150,000 50 bps Over $250,000 40 bps
☐	$10M to less than $75M	☐	50 bps	☐	First $100,000 55 bps Next $150,000 45 bps Over $250,000 35 bps
☑	$75M to less than $250M	☑	45 bps	☐	First $100,000 50 bps Next $150,000 40 bps Over $250,000 30 bps
☐	$250M to less than $1B	☐	40 bps	☐	First $100,000 45 bps Next $150,000 35 bps Over $250,000 25 bps
☐	Over $1B	☐	35 bps	☐	First $100,000 40 bps Next $150,000 30 bps Over $250,000 20 bps

**This Fee Schedule is contingent on the transfer of all Participant assets in the Plan's managed accounts program at the time of the Plan's transfer to the Voya recordkeeping platform to Professional Management as part of the Plan's implementation process at Voya. In the event that Plan Sponsor elects not to transfer the assets as outlined in the preceding paragraph, the parties will amend this Exhibit to replace the Fee Schedule.*

EXHIBIT C

Communication and Education Material

The following core communication package shall be included in the standard launch (and ongoing where indicated) at no additional charge:

a. Annual Progress Report (provided to Plan Sponsor)

b. Annual awareness campaign (required)

c. Quarterly Progress Reports via e-mail for participants using the Manage My Plan (ongoing)

d. Content and links on the Plan Participant Web site

e. Statement messaging

The following services and materials are available for additional fees:

1. Handling and postage for mailing Communication and Education materials to participants
2. On-site meetings – Travel & Expenses plus $750 per Advisor per day or as mutually agreed

Exhibit D

Requested Plan Details

Temporary Investment Instructions

This section should be completed only for Voya Corporate Market Plans who elect to integrate the Investment Advisory Services as an election option during plan enrollment. If not completed then the Voya Fixed Account will be the Plan's temporary investment.

☐ The plan's temporary investment option will be:

Fund Name, Fund Number _____

Temporary Investment Option must be a currently available investment option under the Plan, other than a Voya Solution Portfolio, Solution Index Portfolio, or Lifestyle Portfolio.

The Plan Sponsor has chosen the investment option above to hold any balances or contributions that may be applied to Plan participant accounts between the time they elect the Program and when Voya receives and processes the investment allocation instructions provided by Morningstar.

IRC SECTION 457 GOVERNMENTAL CUSTODIAL ACCOUNT AGREEMENT

THIS CUSTODIAL ACCOUNT AGREEMENT (the "Agreement"**)**, effective as of December 1, 2025, between County of Brazoria, Texas (the "Employer") in its capacity employer and as the party authorized and responsible under state or local law for maintaining the Brazoria County Deferred Compensation Plan (the "Plan") and Voya Institutional Trust Company (the "Custodian").

WITNESSETH:

WHEREAS, the Employer has adopted and maintains the Plan in accordance with the requirements of Section 457(b) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

WHEREAS, Section 457(g)(3) of the Code provides that custodial accounts described in Section 401(f) of the Code shall be treated as trusts pursuant to that section; and

WHEREAS, the Employer has established or desires to establish a custodial account in accordance with Section 457(g) and Section 401(f) of the Code constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

WHEREAS, the Employer has the power and authority to manage and control the assets of the Plan; and

WHEREAS, the Employer has engaged an affiliate of the Custodian to provide recordkeeping services to the Plan ("Recordkeeping Affiliate"); and

WHEREAS, the Employer wishes to appoint the Custodian as custodian of the Plan in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Employer on behalf of the Plan and the Custodian, each intending to be legally bound, agree as follows:

SECTION 1 - ESTABLISHMENT AND OPERATION OF CUSTODY ACCOUNT

1.1 Appointment and Acceptance of Custodian/Affiliates. The Employer hereby establishes with the Custodian a custodial account consisting of such sums of money and such other property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian, and hereby appoints the Custodian as custodian with respect to the assets held pursuant to this Agreement as such assets shall exist from time to time (the "Account"). The Account shall not include any property or asset other than the assets delivered to and accepted by the Custodian from time to time. For purposes of this agreement, plan assets invested through the Program in a self-directed brokerage account shall also be considered to be part of the Account. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian, or for any property of the Plan not delivered to the Custodian and accepted by the Custodian to be a part of the Account. The Custodian hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein. The Employer hereby acknowledges that an affiliate of the Custodian, the Recordkeeping Affiliate, acts on behalf of the Custodian as the Custodian's agent for purposes of carrying out the Custodian's responsibilities under this Agreement.

1.2 Custodian Responsibilities. The Custodian shall receive and hold the assets on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Custodian hereunder as custodian shall be to act solely in accordance with the instructions of the Employer or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Custodian any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Custodian is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this

Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custody Account.

1.4 Limitation of Liability. Neither the Custodian nor its agents shall be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Custodian shall not be responsible for the title, validity or genuineness of any asset or any Loan Document received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Contributions. The Custodian shall receive contributions or other amounts for deposit to the Plan that are delivered to the Custodian or its designated agent for deposit to or for the benefit of the Plan. In accordance with Authorized Instructions, the Custodian shall transmit contributions received for the purpose of settling the Plan's investment transactions. The Employer shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Custodian shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement (a) contributions made by the Employer based upon mistake of fact may be returned to the Employer. The Custodian shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Custodian shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Custodian shall make distributions and disbursements from the Account solely in accordance with Authorized Instructions. The Custodian shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Account is intended to be tax-exempt under Section 501(a) of the Code and this Agreement is intended to comply with Section 457(g) of the Code. The Employer represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. The Employer agrees to immediately notify the Custodian if the Plan ceases to be so eligible.

SECTION 2 – AUTHORITIES

2.1 Authority to Execute Agreement. The Employer hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below on behalf of the Employer as Authorized Parties warrant, as individuals, that each is an authorized to act on behalf of the Employer all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Employer shall concurrently with the execution of this Agreement, furnish the Custodian or the Recordkeeping Affiliate with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of the Employer under the terms of this Agreement as “Authorized Parties.” Such persons designated by the Employer to act on its behalf hereunder are "Authorized Parties". The Custodian shall be entitled to rely on and shall be fully protected in acting

upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Employer of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Custodian from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Custodian shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

2.4 Participant-Directed Brokerage Accounts. The Trustee shall, if so directed by the Employer, segregate all or a portion of the Fund held by it into one or more separate investment accounts to be known as "Participant-Directed Brokerage Accounts." Whenever a Participant is directing the investment and reinvestment of a Participant-Directed Brokerage Account, the Participant shall have the powers and duties which an Investment Manager would have under this Agreement if an Investment Manager were then serving and the Trustee shall be protected to the same extent as it would be protected under this Agreement as to directions or the absence of directions of an Investment Manager. The broker shall provide confirmation of each order to the Recordkeeping Affiliate, which shall maintain records in such form as to satisfy reporting requirements of the Plan

SECTION 3 - POWERS AND DUTIES

3.1 General Powers and Duties of Custodian. In administering the Account, the Custodian shall be specifically authorized to:

(a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets held in the Account;

(b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Custodian's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Make distributions and disbursements from the Account and carry out related tax withholding remittance and reporting obligations under Federal, state and local law;

(d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Custodian) as to part or all of the Account, except that the indicia of ownership of any asset of the Account shall not be held outside the jurisdiction of the District Courts of the United States;

(e) Collect income payable to and dividends or other distributions due to the Account and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;

(f) Collect proceeds from assets of the Account that may mature or be called;

(g) Until Authorized Instructions are received, hold the assets of the Account uninvested, or invest the assets of the Account in bank accounts of any bank, and the Custodian may retain any earnings on such deposits as part of its compensation for services hereunder;

(h) Submit or cause to be submitted to the Employer all information received by the Custodian regarding ownership rights pertaining to property held in the Account;

(i) To the extent not delegated by the Employer to an investment manager, exercise all voting rights relating to securities held in the Account as directed by the Employer; provided that, with respect to securities allocated to the accounts of Participants, if directed by the Employer in writing, the Custodian or its Recordkeeping Affiliate shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator, and the Custodian

shall vote the shares as directed by each Participant and shall not vote shares for which it has not received instructions from a Participant. Unless the Employer instructs the Custodian to vote shares not voted by Participants, the Custodian shall not be liable and shall be held harmless for not voting such shares.

(j) Commence or defend suits or legal proceedings and represent the Account in all suits or legal proceedings in any court or before any other body or tribunal as the Custodian shall deem necessary to protect the Account provided, however, that the Custodian shall not be obligated to do so unless it has been indemnified by the Employer and the Plan against all expenses and liabilities sustained in connection with such action;

(k) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Custodian shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Employer, the Custodian shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Agreement; and

(m) Retain and engage one or more affiliates of the Custodian to perform, at no additional cost to the Plan, the duties and responsibilities of the Custodian; and

(n) Generally take any action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder.

SECTION 4 - INVESTMENT OF THE ACCOUNT

4.1 Investment of the Account. The assets of the Account shall be invested and reinvested among the investments selected by the Employer. The self-directed brokerage account will be considered one investment. The Employer shall have sole responsibility for the investment and reinvestment of the assets of the Account, except to the extent that the Plan permits participants to provide investment direction to the Plan's recordkeeper with respect to the investment of their individual accounts among investment options selected by the Employer. The Custodian shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

SECTION 5 - REPORTING AND RECORDKEEPING

5.1 Records and Reports. The Custodian shall keep accurate records of all assets and loan documents delivered to and from the Account for at least six years following the date of such transaction. The Custodian shall provide a report of the assets of the Account including the loan documents held in the Account to the Employer from time to time, but at least annually. The Custodian may rely on the fair market value of the property of the Account as reported to it by authorized parties shall be fully protected in relying on such values.

5.2 Review of Reports. If, within ninety (90) days after the Custodian mails to the Employer a statement with respect to the Account, the Employer has not given the Custodian written notice of any exception or objection thereto, the statement shall be deemed to have been approved and, in such case, the Custodian shall not be liable for any matters in such statements. The Employer or its agent, upon giving prior written notice to the Custodian, shall have the right at its own expense to inspect the Custodian's books and records directly relating to the Account during normal business hours. Custodian shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 Non-Account Assets. The duties of the Custodian shall be limited to the assets held in the Account, and the Custodian shall have no duties with respect to property or assets held by any other person including, without limitation, any trustee or other custodian for the Plan. The Employer hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-trustee or co-custodian under the circumstances, and shall have no co-fiduciary liability for any other person, trustee, custodian or other entity. If permitted by the

Plan, the custodian or the Recordkeeping Affiliate shall hold custody of plan loan notes in accordance with the terms of the Administrative Services Agreement to the extent such services are elected by the Employer thereunder. If a third party is chosen to administer plan loans on behalf of the Plan, the Employer acknowledges that it is responsible for making arrangements necessary to maintain such assets in a separate trust and the Custodian shall not be held responsible in any way for such plan loans.

SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

6.1 Compensation and Expenses.

(a) Compensation. The Custodian shall be entitled to compensation for services under this Agreement as set forth in the fee schedule as contained in or incorporated by reference into the Administrative Services Agreement or similar document where plan fees are described and as otherwise provided for in this Agreement. The Employer acknowledges that the Custodian may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Employer.

(b) Interest on Uninvested Cash. The Custodian shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(f) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution, or earnings on cash otherwise held uninvested as directed by Employer.

The Custodian may keep any number of bank accounts to receive and hold for a reasonable time contributions or other amounts to be invested; or amounts redeemed to pay a distribution or disbursement. The Custodian may credit amounts to any such bank account, which may commingle the Plan's amounts together with amounts of other retirement plans.

The expenses, including bank fees and charges, of any account are the obligation of the entity that keeps the account, and will not be charged against the Fund. The income (if any) from the account is additional compensation to the Custodian, and the Custodian may share such income with its affiliates.

The Custodian will receive float income (as described herein) and will retain that float income as partial compensation for the services the Custodian renders hereunder. For each kind of float compensation, the Custodian generally earns a rate of return comparable to money-market or short-term investment returns.

(i) Contributions

The Custodian uses a bank account to receive and hold contributions or other amounts to be invested in the Fund. The Custodian is unable to invest contributions or other amounts until Authorized Instructions are received in good order. The Custodian receives float income during any waiting period for Authorized Instructions. For Authorized Instructions received in good order by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), the Custodian will process the contributions or other amounts on that business day. For Authorized Instructions received in good order after the close of the New York Stock Exchange, the Custodian will process the contributions or other amounts on the next business day.

(ii) Distributions

The Custodian will receive float income in connection with distributions and disbursements during the period of time commencing when an amount is redeemed from the Fund to fund a distribution or disbursement check and ending when the check is paid. The Custodian's agent mails the check within three business days from the day that an amount is redeemed from the Fund

(c) Authorization. The Custodian shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Custodian is authorized to charge and collect from the Account any and all such fees and expenses, unless the Employer objects within 30 days of receiving notice of the Custodian's intent to collect its fees and expenses from the Account.

6.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Custodian, the Custodian may use reasonable efforts to assist such Authorized Party to notify the Employer of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or

refund, interest, penalties and other related expenses of the Account ("Tax Obligations"). Notwithstanding the foregoing, the Custodian shall not have any responsibility or liability for any Tax Obligations now or hereafter imposed on the Employer or the Account by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Custodian is responsible under any applicable law for payment of any Tax Obligation on behalf of the Account, the Employer shall cause the appropriate Authorized Party to inform the Custodian of all Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations, and shall provide the Custodian with all information required by the Custodian to meet such Tax Obligations.

6.3 Indemnification. The Employer, and to the extent permitted by law, the Plan, shall indemnify and hold harmless the Custodian from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Custodian in connection with this Agreement, except as a result of the Custodian's own negligence or willful misconduct.

6.4 Force Majeure. The Custodian shall not be responsible or liable for any losses to the Account resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Account's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Custodian or its agents.

6.5 Survival. This Section Six (6) shall survive the termination of this Agreement.

SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

7.1 Amendment. The Custodian may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Custodian shall deliver written notice of any such amendment to the Employer. Other amendments may be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Custodian. The Custodian may be removed with respect to all or part of the Account upon receipt of sixty (60) days' written notice from the Employer. The Custodian may resign as custodian hereunder upon sixty (60) days' written notice delivered to the Employer. In the event of such removal or resignation, the successor custodian will be appointed by the Employer, and the retiring custodian shall transfer the Account, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Employer fails to appoint a successor custodian within sixty (60) days of receipt of written notice of resignation, the Custodian reserves the right to seek the appointment of a successor custodian from a court of competent jurisdiction. The Employer shall indemnify the Custodian from any costs incurred by the Custodian in seeking such appointment. The Custodian shall continue to serve as the Plan Custodian until the new plan custodian is either appointed by the Employer, or court of competent jurisdiction as described herein. The Custodian shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor custodian.

7.3 Merger or Consolidation of Custodian. Any entity into which the Custodian may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Custodian is a party, or any entity succeeding to the custody business of the Custodian, shall become the successor of the Custodian hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Custodian shall distribute all assets then constituting the Account, less any fees and expenses payable from the Account, pursuant to the instructions of the Employer. The Custodian shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Custodian reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Custodian is

able to distribute or transfer such property. The Employer shall indemnify the Custodian from any costs incurred by the Custodian for retaining the property until it can be distributed or transferred. Upon the appointment and acceptance of a successor custodian, the Custodian's sole duties shall be those of a custodian with respect to the property not transferred.

7.6 Termination of Administrative Services Agreement or Investment Agreement. Notwithstanding the notice requirements in Section 7.2, in the event the Administrative Services Agreement between the Employer and/or the Employer and the Recordkeeping Affiliate is terminated, this Agreement shall terminate simultaneously with the termination of the Administrative Services Agreement without further notice from any party hereunder to the others. For purposes of this section, the Investment Agreement, if applicable, shall be subject to the terms of this section in addition to or in the absence of an Administrative Services Agreement.

SECTION 8 - ADDITIONAL PROVISIONS

8.1 Assignment or Alienation. Except as may be provided by law, the Account shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, participants or beneficiaries under the Plan. The Custodian shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of the Employer but the assets of the Account shall be held in the State of Connecticut.

8.3 Necessary Parties. The Custodian reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Custodian or the Employer the right to have the Custodian's account judicially determined. To the extent permitted by law, only the Custodian and the Employer shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Custodian, and no participant under the Plan or other person having an interest in the Account shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Employer shall indemnify the Custodian for any costs incurred by the Custodian in seeking such judgment.

8.4 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Custodian:

Melissa McAuliffe
Vice President
Voya Retirement Operations
One Orange Way, C3N
Windsor, Connecticut 06095-4774

With copy to:

J. Denise Jackson
President
Voya Institutional Trust Company
One Orange Way, C4R
Windsor, Connecticut 06095-4774

(b) If to the Employer:

Courtney Lucek
Payroll Manager
County of Brazoria, Texas

111 E. Locust St.
Angleton, TX 77515

The parties may, by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 Shareholder Communication. Until such time as the Custodian receives a written notice to the contrary with respect to a particular security, the Custodian may release the identity and the address of the Fund to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

County of Brazoria, Texas	Voya Institutional Trust Company
By: _____	By: _____
Name:	Name: _____
Title:	Title: _____

RESET FORM

INVESTMENT ADVISORY SERVICES AGREEMENT



This Agreement is made this 12/01/2025 {DATE}, by and between Voya Retirement Advisors, LLC ("VRA") and the PLAN SPONSOR of the Brazoria County Deferred Compensation Plan {PLAN NAME} (the "Plan"), a qualified defined contribution plan maintained for the benefit of the participants and beneficiaries thereof;

WHEREAS, under the terms of the Plan, participants are entitled to direct the investment of their account balances under the Plan among the investment options available under the Plan;

WHEREAS, the Plan Sponsor has designated certain of such investment options as being subject to the investment advice services contemplated hereunder (the "Designated Investment Options");

WHEREAS, certain of the Designated Investment Options may be managed for a fee by affiliates of VRA and/or may provide for the payment of shareholder servicing fees or other revenue sharing amounts to VRA or its affiliates;

WHEREAS, VRA's affiliates will also provide various services with respect to the Plan including participant recordkeeping services pursuant to a separate services agreement;

WHEREAS, VRA is registered as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

WHEREAS, the Plan Sponsor desires to appoint VRA to provide investment advisory services to participants and beneficiaries under the Plan on the terms and conditions stated herein, and VRA desires to provide such services;

NOW THEREFORE, the Parties hereto agree as follows:

1. Investment Advisory Services

The Plan Sponsor hereby appoints VRA, and VRA hereby agrees, to provide individualized investment advice and account management services (the "Program") to participants and beneficiaries under the Plan ("Participants") in connection with the investment of their account balances under the Plan (collectively, the "Accounts") among the Designated Investment Options. Such Participant investment advice will be provided by VRA in the manner described in Exhibit A ("Investment Advisory Services), including the utilization of Morningstar Investment Management, LLC ("Morningstar") as described therein.

2. No Discretionary Authority. The Plan Sponsor hereby agrees and acknowledges that VRA does not intend to exercise discretionary authority with respect to either (i) the selection of the Designated Investment Options or any other investment options available under the Plan or (ii) the investment of the assets in the Accounts under the terms of this Agreement, it being understood that all discretionary decisions relating to the selection of the Designated Investment.

Options and any other investment options available under the Plan will be made by the Plan Sponsor or such other fiduciary as is allocated such responsibility under the Plan and all discretionary decisions relating to the investment of the assets in the Accounts will be made by the Participants. Notwithstanding the foregoing, if VRA or its agents actually exercise discretionary authority with regard to the services provided under this Agreement, VRA acknowledges that it will retain liability for all such actions for which discretion was exercised.

3. Acknowledgements and Representations of VRA

VRA hereby acknowledges and represents to the Plan Sponsor that:

(a) it is duly registered as an investment advisor under the Advisers Act and that such registration will remain in effect during the course of this Agreement;

(b) with respect to the services provided under this Agreement, it is a fiduciary of the Plan within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(c) it is not subject to any of the disqualifications set forth in Section 411 of ERISA;

(d) it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized, and has the power and authority to carry on its business as it is now being conducted;

(e) VRA carries and maintains, at its own cost and expense, commercially reasonable insurance coverage appropriate for its obligations under this Agreement, which may include, without limitation, errors/omissions, general commercial liability, coverage for cybersecurity and data/privacy breaches, and a fidelity bond as described in Section 412 of ERISA, and will provide upon request a verification of VRA's insurance types, limits, and carrier of each type of insurance coverage held by VRA.

(f) Morningstar has represented to VRA that (i) it is independent from VRA and its affiliates and (ii) there is no financial interest (e.g. compensation, fees, etc.), ownership interest, or other relationship, agreement or understanding between Morningstar and VRA that would limit the ability Morningstar to carry out its responsibility beyond the control, direction or influence of VRA;

(g) the services provided under this Agreement are intended to comply with Department of Labor Advisory Opinion 2001-09A and VRA has received a legal opinion, as may be amended from time to time, that the services do comply with such Advisory Opinion;

(h) this Agreement has been duly executed and delivered on behalf of VRA and is a legal and binding obligation of VRA enforceable in accordance with its terms.

4. Acknowledgements and Representations of Plan Sponsor

The Plan Sponsor hereby acknowledges and represents to VRA that:

(a) the execution and performance of this Agreement will not violate any provision of the governing documents of the Plan or require the Plan to obtain any consent or waiver not heretofore obtained;

(b) the Plan Sponsor is duly authorized to enter into this Agreement on behalf of the Plan and this Agreement is a legal and binding obligation of the Plan Sponsor and the Plan, enforceable in accordance with its terms;

(c) the Plan Sponsor has received a copy of Voya Retirement Advisors, LLC's most recently amended Disclosure Statement (Part II of VRA's Form ADV), or other document containing at least the information required in Part II, in advance of executing this Agreement; and

(d) the Plan Sponsor has reviewed the manner in which VRA will provide investment advice hereunder, and understands that such advice, if followed by the Participants, may result in the receipt of additional revenue by VRA and its affiliates.

5. Standard of Care

VRA will discharge its duties hereunder (i) with the degree of care, skill, prudence and diligence required under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and (ii) as otherwise required by ERISA and other applicable laws.

6. Limitation of Liability

VRA will have no liability whatsoever under this Agreement and will not be responsible under this Agreement for any loss (including attorney's fees) or other damages that result solely from:

(a) a breach of fiduciary duty of the Plan Sponsor;

(b) incorrect data provided to VRA or Morningstar by the Plan Sponsor (or any of its employees or agents) or by a Participant;

(c) any failure by the Plan Sponsor or an unaffiliated Plan administrative service provider to process Participant investment instructions completely or accurately; or

(d) the selection and composition of the Designated Investment Options or any other investment options available under the Plan.

The preceding sentence will not relieve VRA or any of its affiliates of any responsibility or liability they may have or incur by reason of any other contractual relationship with respect to, or any other services provided to, the Plan, including any and all costs incurred or associated with a breach of this Agreement. By way of example (and not limitation), costs associated with an information security breach that results in the unauthorized disclosure of participant information may include costs related to sending communications to affected participants, providing notification to relevant authorities, investigating and remediating the security breach (including attorney or other outside consulting fees), and/or providing credit monitoring or identity theft protection services to affected participants.

7. Fees

The compensation for all services to be rendered by VRA hereunder will be determined as provided in the fee schedule attached hereto as Exhibit B. All fees are due and payable by the Plan within 30 days after the date of invoice. The Plan Sponsor agrees to pay such fees to VRA or cause the Plan to pay such fees in a timely manner. VRA will be responsible for the payment of any compensation due to Morningstar Investment Management in connection with the investment advisory services provided hereunder.

In exchange for such fees, participants and beneficiaries of the Plan will receive unlimited access to the Advice Service and investment advisor representatives for advice, guidance, help and support using the online advisor and enrollment in the managed account program.

8. Term and Termination

The term of this Agreement shall be from the Agreement Date until the earlier of (i) the termination of this Agreement or (ii) the termination of the agreement between Plan Sponsor and an affiliate of VRA that provides for the affiliate's provision of recordkeeping and related administrative services to the Plan. This Agreement, may be terminated on at least 90 days' prior written notice by either party. This Agreement also may be terminated immediately by the Plan Sponsor upon written notice to VRA if the Plan Sponsor determines in good faith that the continuation of this Agreement is not or may not be consistent with its fiduciary duties under ERISA or other applicable law, and either party may terminate this Agreement upon written notice in the event of Default by the other party.

As used herein, "Default" by a party means the party's failure to meet any of its material obligations under the Agreement (other than the obligation to make payments) and to correct its failure within thirty (30) days after written notice of the failure; and in the case of the Plan Sponsor, Default also means the Plan Sponsor's failure to meet any payment obligations hereunder and to correct its failure within ten (10) days after VRA notifies the Plan Sponsor in writing of the failure.

9. Confidentiality

All investment information and advice furnished by each party to the other party or by a Participant to VRA or its affiliates or Morningstar will be treated as confidential and shall not be disclosed to third parties except as required by law. Notwithstanding the foregoing, the Plan Sponsor acknowledges and agrees that VRA will disclose to Morningstar such information concerning the Plan, the Accounts, and the Participants as is deemed necessary by VRA for Morningstar to provide services as contemplated by this Agreement; however, Morningstar shall maintain the confidentiality of such information on the same basis as if the information was provided by the Plan or its Participants. VRA shall be responsible for any breaches of this Agreement by Morningstar.

10. Reports

As part of its included and ongoing Program services, VRA will furnish the Plan Sponsor with such periodic reports as described in Exhibit C, or other information as may be required by applicable law or as the Plan Sponsor may reasonably request. However, VRA will not be responsible for the accuracy of any information furnished to VRA or Morningstar by the Plan Sponsor (or any of its employees or agents) or any of the Participants.

11. Miscellaneous

(a) No Assignment

No assignment of this Agreement under Section 205(a)(2) of the Advisors Act and the applicable regulations and interpretations thereunder may be made by VRA without the prior written consent of the Plan Sponsor. Notwithstanding the foregoing, Plan Sponsor hereby consents to any future assignment of this Agreement from VRA to an affiliated registered investment advisor provided (i) that any required regulatory disclosure is furnished to the Plan Sponsor at least sixty (60) days in advance of any actual assignment, (ii) VRA will provide Plan Sponsor with any due diligence or other information concerning the affiliated registered investment advisor reasonably requested by Plan Sponsor, and (iii) such assignment is not accompanied by a material change to the services described in Exhibit A.

(b) Entire Agreement; Amendment

This Agreement (including any Exhibits attached hereto) constitutes the entire understanding of the Parties relating to the subject matter hereof. Except as permitted in Section 11(a), this Agreement may be amended or assigned only by a written instrument with mutual agreement of the Parties hereto. Notwithstanding the foregoing, VRA may amend Exhibit A, in its sole discretion, upon 90 days' prior written notice to the Plan Sponsor, provided that in the event of a material reduction in services, as determined by the Plan Sponsor, the Parties will also negotiate fair and proportionate reductions to the fees set forth in Exhibit B.

(c) Survival

The provisions of Sections 6, 9, and this Section 11 shall survive the termination of this Agreement.

(d) Binding Agreement

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, permitted assigns, heirs and legal representatives.

(e) Governing Law

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, except that when federal law exists on substantive matters requiring construction under this Agreement, such federal law shall apply in lieu of state law. Notwithstanding the foregoing and to the extent not superseded by federal law, for purposes of VRA's status as a registered investment advisor or the advisory services it provides, this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

(f) Force Majeure

Notwithstanding anything else in this Agreement, and except for payment obligations hereunder, a party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of causes beyond the reasonable control of the nonperforming party, provided that the party charged with such default must continue to use all commercially reasonable efforts to overcome such force majeure. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the government in either it sovereign or contractual capacity, acts of terrorism or war, fires or other loss of facilities, floods, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, breach of contract by suppliers or others, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts or omissions of the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

PLAN SPONSOR	VOYA RETIREMENT ADVISORS, LLC
By_____	By Christopher E. Trovato Christopher E. Trovato
Its_____	Its Vice President, Voya Retirement Advisors

EXHIBIT A

Description of Services

VRA will provide individualized participant investment advice and account management services (the "Program") over the telephone through its investment advisor representatives ("Call Center"), via the internet called Online Advice ("OA"), and on personalized statements distributed periodically ("Statements") regarding the investment options under the Plan that has been designated by the Plan Sponsor as being subject to such investment advice services (the "Designated Investment Options").

The Program may consider all reported assets of the individual and his or her spouse/partner in providing retirement forecasts and advice or explain why the assets are excluded from the forecast. The Program will provide recommendations to the individual as to the investments available to him or her under the Plans. In addition, with respect to Internet accessed advice, the Plan Sponsor may elect to allow individuals to be advised as to multiple tax-deferred accounts and/or other accounts. Target retirement/target date funds are designed to be used as a single investment choice for participants, VRA will follows the analysis and recommendation of Morningstar with regard to the treatment of these funds. The Program does not include any buy/sell recommendations with respect to individual securities, such as a stock or bond.

With respect to the investment advice delivered by Statements, the Call Center or the Internet, VRA has engaged an unrelated, independent financial expert/sub-adviser, Morningstar Investment Management, LLC ("Morningstar"), to generate the specific portfolio recommendations for Participants in the Program. Morningstar will develop, implement, and maintain a computer program to provide Internet or intranet-based financial advisory services to the Participants. VRA will have no responsibility for or involvement in, the development of such computer program; provided, however, that VRA or its affiliates may provide certain background information to Morningstar. This computer program will analyze Participant portfolios, market conditions, and designated investment options available under the Plans, as well as information provided by the Participant through an electronic questionnaire developed by Morningstar or through telephone communication with VRA retirement advisor representatives based on questions developed by Morningstar (as described below). Based on this analysis, the computer program will generate specific portfolio recommendations for the Participants as to the allocation of their account balances under the Plan among the Designated Investment Options. These portfolio recommendations will be delivered to Participants by VRA via the internet, Call Center and/or through the mailing of Statements.

The Program will be tailored to the Plan in accordance with background information provided by VRA to Morningstar. The Program will be provided through a web-based link to Morningstar's website or indirectly through VRA's Call Center. VRA will maintain a Call Center that will be made available to Participants in addition to access through the Internet via the Online Advice tool. The Call Center will act solely as a non-discretionary conduit for the communication of the information required of the Participant under the Program, to Morningstar and for the communication of the investment advice generated by Morningstar to the Participant. In obtaining the information required of the Participant, the Call Center representative will use a questionnaire that has been developed by Morningstar. The Call Center personnel or the Statements will not make any investment recommendations to the Participants (other than communicating the output of Morningstar' computer program) or take any other action designed to influence the investment recommendation generated by the Program or the investment decisions ultimately made by the Participants.

The Program will be based upon the application of economic models and formulae developed by Morningstar that are not specific to VRA, the Plan or the Designated Investment Options and that are based on generally accepted financial planning and investment principles. VRA will have no role in the development, maintenance or oversight of the software and technology used in the Program, which responsibility will be exclusively the responsibility of Morningstar. All investment advice provided under the Program will be the product of the application of the foregoing computer program, considering the Designated Investment Options under the Plan and the individual participant data as provided by the Participant, the Plan Sponsor or the Plan recordkeeper. Neither VRA nor any of its affiliates will have any discretion regarding the output of such computer program. The advice communicated to Participants will not be accessible to VRA, except to the extent that VRA will be aware of such result through the operation of the Call Center. The computer program utilized by Morningstar under the Program will be developed and implemented by computer programmers engaged by Morningstar each of whom will be independent of VRA and its affiliates.

As part of the Program, Plan Participants may also have access to additional investment related education and guidance, as made available by VRA at no additional cost to Plan Sponsor or Plan Participants. Such education and/or guidance may include information, materials and/or analysis on retirement and financial planning related matters (e.g., Social Security claiming strategies, Medicare information and choice structure).

Professional Management (PM)

VRA will also provide a managed account option called Professional Management ("PM"). For purposes of this service, VRA shall act as an investment manager as defined under Section 3(38) of ERISA. Participants may either call VRA or read the Fact Sheet or Disclosure Statement to learn about PM and applicable fees. VRA will provide Participants with a portfolio recommendation,

investment allocation and contribution recommendation that considers the number of years from their current age and assumed retirement age and a suitable level of risk. Participants will also be provided with a forecast of their current investment risk and retirement account value and/or income. PM is delivered by VRA online, through personalized statements and by its investment advisor representatives who may be contacted by calling the Plan's toll-free information line. VRA may provide Participants with a recommendation regarding a suitable level of retirement savings and investment allocation and recommendations that consider their retirement goals and time horizon. Participants enrolled in PM may also be provided a personalized risk assessment and forecast of retirement wealth and income and the probability of achieving their financial goals.

Participants who enroll in the PM program will authorize VRA to collect the PM fee from their accounts and to provide ongoing management of their account which may include periodic increases of contributions to their accounts, periodic rebalancing/ reoptimizing investment allocations and adjusting the portfolio risk level and resulting allocation over time based on their changing retirement time horizon, within prescribed specifications, as presented by VRA and agreed to by the Participant.

VRA will pay Morningstar compensation for its services in connection with the Program. The amount of such compensation will not be affected in any way by the investment advice provided by Morningstar under the Program or by the manner in which the assets in Participants' accounts are ultimately invested by the Participants.

The Plan Sponsor will be provided on an on-going basis with periodic written report not less frequently than semi-annually concerning the Program.

Information regarding (i) fees and expenses paid or received by VRA or its affiliates with respect to any of the Designated Investment Options and (ii) any proposed increases in any of such fees shall be provided by the Plans' recordkeeper, Voya Retirement and Annuity Company.

EXHIBIT B

Fee Agreement

This fee agreement summarizes the fees that will be paid to Voya Retirement Advisors, LLC ("VRA"), in connection with its providing investment advisory and managed account services to the participants of the Plan. These fees include:

Set-up Fee – investment modeling and administrative committee review of employer-sponsored plan(s), Advisor customization and addition of the Professional Account Manager program. This fee will be paid by the Sponsor to VRA and will be paid upon signing of the Investment Advisory Services Agreement. This fee represents a one-time fee for set-up and testing the plan data connection, customizing the services to reflect the Plan specifications, establishing unique identifiers for all plan eligible employees, and review, analysis and modeling of plan investment options.	**Included**
Unlimited access to the VRA powered by Morningstar Online Advice Service and investment advisor representatives for advice, guidance, help and support using the online service and enrollment in the managed account program.	
Professional Management Fee – This fee is calculated quarterly based on the account balance of participants who enroll in the program. Fees are charged to participants' accounts each quarter subject to the tiered fee schedule below.	**Fees are charged to participants' accounts quarterly pursuant to the fee schedule below with any partial months being subject to a prorated fee.**

Professional Management - Fee Schedule*					
Select one (X)	**Plan Asset Range**	**Single Tier or Multi-Tiered Annual Fee (deducted Quarterly) Select one (X))**			
☐	Less than $3M	☐	60 bps	☐	First $100,000 65 bps Next $150,000 55 bps Over $250,000 45 bps
☐	$3M to less than $10M	☐	55 bps	☐	First $100,000 60 bps Next $150,000 50 bps Over $250,000 40 bps
☐	$10M to less than $75M	☐	50 bps	☐	First $100,000 55 bps Next $150,000 45 bps Over $250,000 35 bps
☑	$75M to less than $250M	☑	45 bps	☐	First $100,000 50 bps Next $150,000 40 bps Over $250,000 30 bps
☐	$250M to less than $1B	☐	40 bps	☐	First $100,000 45 bps Next $150,000 35 bps Over $250,000 25 bps
☐	Over $1B	☐	35 bps	☐	First $100,000 40 bps Next $150,000 30 bps Over $250,000 20 bps

**This Fee Schedule is contingent on the transfer of all Participant assets in the Plan's managed accounts program at the time of the Plan's transfer to the Voya recordkeeping platform to Professional Management as part of the Plan's implementation process at Voya. In the event that Plan Sponsor elects not to transfer the assets as outlined in the preceding paragraph, the parties will amend this Exhibit to replace the Fee Schedule.*

EXHIBIT C

Communication and Education Material

The following core communication package shall be included in the standard launch (and ongoing where indicated) at no additional charge:

a. Annual Progress Report (provided to Plan Sponsor)

b. Annual awareness campaign (required)

c. Quarterly Progress Reports via e-mail for participants using the Manage My Plan (ongoing)

d. Content and links on the Plan Participant Web site

e. Statement messaging

The following services and materials are available for additional fees:

1. Handling and postage for mailing Communication and Education materials to participants
2. On-site meetings – Travel & Expenses plus $750 per Advisor per day or as mutually agreed

Exhibit D

Requested Plan Details

Temporary Investment Instructions

This section should be completed only for Voya Corporate Market Plans who elect to integrate the Investment Advisory Services as an election option during plan enrollment. If not completed then the Voya Fixed Account will be the Plan's temporary investment.

☐ The plan's temporary investment option will be:

Fund Name, Fund Number _____

Temporary Investment Option must be a currently available investment option under the Plan, other than a Voya Solution Portfolio, Solution Index Portfolio, or Lifestyle Portfolio.

The Plan Sponsor has chosen the investment option above to hold any balances or contributions that may be applied to Plan participant accounts between the time they elect the Program and when Voya receives and processes the investment allocation instructions provided by Morningstar.

IRC SECTION 457 GOVERNMENTAL CUSTODIAL ACCOUNT AGREEMENT

THIS CUSTODIAL ACCOUNT AGREEMENT (the "Agreement"**)**, effective as of December 1, 2025, between County of Brazoria, Texas (the "Employer") in its capacity employer and as the party authorized and responsible under state or local law for maintaining the Brazoria County Deferred Compensation Plan (the "Plan") and Voya Institutional Trust Company (the "Custodian").

WITNESSETH:

WHEREAS, the Employer has adopted and maintains the Plan in accordance with the requirements of Section 457(b) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

WHEREAS, Section 457(g)(3) of the Code provides that custodial accounts described in Section 401(f) of the Code shall be treated as trusts pursuant to that section; and

WHEREAS, the Employer has established or desires to establish a custodial account in accordance with Section 457(g) and Section 401(f) of the Code constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

WHEREAS, the Employer has the power and authority to manage and control the assets of the Plan; and

WHEREAS, the Employer has engaged an affiliate of the Custodian to provide recordkeeping services to the Plan ("Recordkeeping Affiliate"); and

WHEREAS, the Employer wishes to appoint the Custodian as custodian of the Plan in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Employer on behalf of the Plan and the Custodian, each intending to be legally bound, agree as follows:

SECTION 1 - ESTABLISHMENT AND OPERATION OF CUSTODY ACCOUNT

1.1 Appointment and Acceptance of Custodian/Affiliates. The Employer hereby establishes with the Custodian a custodial account consisting of such sums of money and such other property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian, and hereby appoints the Custodian as custodian with respect to the assets held pursuant to this Agreement as such assets shall exist from time to time (the "Account"). The Account shall not include any property or asset other than the assets delivered to and accepted by the Custodian from time to time. For purposes of this agreement, plan assets invested through the Program in a self-directed brokerage account shall also be considered to be part of the Account. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian, or for any property of the Plan not delivered to the Custodian and accepted by the Custodian to be a part of the Account. The Custodian hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein. The Employer hereby acknowledges that an affiliate of the Custodian, the Recordkeeping Affiliate, acts on behalf of the Custodian as the Custodian's agent for purposes of carrying out the Custodian's responsibilities under this Agreement.

1.2 Custodian Responsibilities. The Custodian shall receive and hold the assets on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Custodian hereunder as custodian shall be to act solely in accordance with the instructions of the Employer or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Custodian any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Custodian is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this

Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custody Account.

1.4 Limitation of Liability. Neither the Custodian nor its agents shall be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Custodian shall not be responsible for the title, validity or genuineness of any asset or any Loan Document received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Contributions. The Custodian shall receive contributions or other amounts for deposit to the Plan that are delivered to the Custodian or its designated agent for deposit to or for the benefit of the Plan. In accordance with Authorized Instructions, the Custodian shall transmit contributions received for the purpose of settling the Plan's investment transactions. The Employer shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Custodian shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement (a) contributions made by the Employer based upon mistake of fact may be returned to the Employer. The Custodian shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Custodian shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Custodian shall make distributions and disbursements from the Account solely in accordance with Authorized Instructions. The Custodian shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Account is intended to be tax-exempt under Section 501(a) of the Code and this Agreement is intended to comply with Section 457(g) of the Code. The Employer represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. The Employer agrees to immediately notify the Custodian if the Plan ceases to be so eligible.

SECTION 2 – AUTHORITIES

2.1 Authority to Execute Agreement. The Employer hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below on behalf of the Employer as Authorized Parties warrant, as individuals, that each is an authorized to act on behalf of the Employer all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Employer shall concurrently with the execution of this Agreement, furnish the Custodian or the Recordkeeping Affiliate with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of the Employer under the terms of this Agreement as “Authorized Parties.” Such persons designated by the Employer to act on its behalf hereunder are "Authorized Parties". The Custodian shall be entitled to rely on and shall be fully protected in acting

upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Employer of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Custodian from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Custodian shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

2.4 Participant-Directed Brokerage Accounts. The Trustee shall, if so directed by the Employer, segregate all or a portion of the Fund held by it into one or more separate investment accounts to be known as "Participant-Directed Brokerage Accounts." Whenever a Participant is directing the investment and reinvestment of a Participant-Directed Brokerage Account, the Participant shall have the powers and duties which an Investment Manager would have under this Agreement if an Investment Manager were then serving and the Trustee shall be protected to the same extent as it would be protected under this Agreement as to directions or the absence of directions of an Investment Manager. The broker shall provide confirmation of each order to the Recordkeeping Affiliate, which shall maintain records in such form as to satisfy reporting requirements of the Plan

SECTION 3 - POWERS AND DUTIES

3.1 General Powers and Duties of Custodian. In administering the Account, the Custodian shall be specifically authorized to:

(a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets held in the Account;

(b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Custodian's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Make distributions and disbursements from the Account and carry out related tax withholding remittance and reporting obligations under Federal, state and local law;

(d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Custodian) as to part or all of the Account, except that the indicia of ownership of any asset of the Account shall not be held outside the jurisdiction of the District Courts of the United States;

(e) Collect income payable to and dividends or other distributions due to the Account and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;

(f) Collect proceeds from assets of the Account that may mature or be called;

(g) Until Authorized Instructions are received, hold the assets of the Account uninvested, or invest the assets of the Account in bank accounts of any bank, and the Custodian may retain any earnings on such deposits as part of its compensation for services hereunder;

(h) Submit or cause to be submitted to the Employer all information received by the Custodian regarding ownership rights pertaining to property held in the Account;

(i) To the extent not delegated by the Employer to an investment manager, exercise all voting rights relating to securities held in the Account as directed by the Employer; provided that, with respect to securities allocated to the accounts of Participants, if directed by the Employer in writing, the Custodian or its Recordkeeping Affiliate shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator, and the Custodian

shall vote the shares as directed by each Participant and shall not vote shares for which it has not received instructions from a Participant. Unless the Employer instructs the Custodian to vote shares not voted by Participants, the Custodian shall not be liable and shall be held harmless for not voting such shares.

(j) Commence or defend suits or legal proceedings and represent the Account in all suits or legal proceedings in any court or before any other body or tribunal as the Custodian shall deem necessary to protect the Account provided, however, that the Custodian shall not be obligated to do so unless it has been indemnified by the Employer and the Plan against all expenses and liabilities sustained in connection with such action;

(k) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Custodian shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Employer, the Custodian shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Agreement; and

(m) Retain and engage one or more affiliates of the Custodian to perform, at no additional cost to the Plan, the duties and responsibilities of the Custodian; and

(n) Generally take any action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder.

SECTION 4 - INVESTMENT OF THE ACCOUNT

4.1 Investment of the Account. The assets of the Account shall be invested and reinvested among the investments selected by the Employer. The self-directed brokerage account will be considered one investment. The Employer shall have sole responsibility for the investment and reinvestment of the assets of the Account, except to the extent that the Plan permits participants to provide investment direction to the Plan's recordkeeper with respect to the investment of their individual accounts among investment options selected by the Employer. The Custodian shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

SECTION 5 - REPORTING AND RECORDKEEPING

5.1 Records and Reports. The Custodian shall keep accurate records of all assets and loan documents delivered to and from the Account for at least six years following the date of such transaction. The Custodian shall provide a report of the assets of the Account including the loan documents held in the Account to the Employer from time to time, but at least annually. The Custodian may rely on the fair market value of the property of the Account as reported to it by authorized parties shall be fully protected in relying on such values.

5.2 Review of Reports. If, within ninety (90) days after the Custodian mails to the Employer a statement with respect to the Account, the Employer has not given the Custodian written notice of any exception or objection thereto, the statement shall be deemed to have been approved and, in such case, the Custodian shall not be liable for any matters in such statements. The Employer or its agent, upon giving prior written notice to the Custodian, shall have the right at its own expense to inspect the Custodian's books and records directly relating to the Account during normal business hours. Custodian shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 Non-Account Assets. The duties of the Custodian shall be limited to the assets held in the Account, and the Custodian shall have no duties with respect to property or assets held by any other person including, without limitation, any trustee or other custodian for the Plan. The Employer hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-trustee or co-custodian under the circumstances, and shall have no co-fiduciary liability for any other person, trustee, custodian or other entity. If permitted by the

Plan, the custodian or the Recordkeeping Affiliate shall hold custody of plan loan notes in accordance with the terms of the Administrative Services Agreement to the extent such services are elected by the Employer thereunder. If a third party is chosen to administer plan loans on behalf of the Plan, the Employer acknowledges that it is responsible for making arrangements necessary to maintain such assets in a separate trust and the Custodian shall not be held responsible in any way for such plan loans.

SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

6.1 Compensation and Expenses.

(a) Compensation. The Custodian shall be entitled to compensation for services under this Agreement as set forth in the fee schedule as contained in or incorporated by reference into the Administrative Services Agreement or similar document where plan fees are described and as otherwise provided for in this Agreement. The Employer acknowledges that the Custodian may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Employer.

(b) Interest on Uninvested Cash. The Custodian shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(f) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution, or earnings on cash otherwise held uninvested as directed by Employer.

The Custodian may keep any number of bank accounts to receive and hold for a reasonable time contributions or other amounts to be invested; or amounts redeemed to pay a distribution or disbursement. The Custodian may credit amounts to any such bank account, which may commingle the Plan's amounts together with amounts of other retirement plans.

The expenses, including bank fees and charges, of any account are the obligation of the entity that keeps the account, and will not be charged against the Fund. The income (if any) from the account is additional compensation to the Custodian, and the Custodian may share such income with its affiliates.

The Custodian will receive float income (as described herein) and will retain that float income as partial compensation for the services the Custodian renders hereunder. For each kind of float compensation, the Custodian generally earns a rate of return comparable to money-market or short-term investment returns.

(i) Contributions

The Custodian uses a bank account to receive and hold contributions or other amounts to be invested in the Fund. The Custodian is unable to invest contributions or other amounts until Authorized Instructions are received in good order. The Custodian receives float income during any waiting period for Authorized Instructions. For Authorized Instructions received in good order by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), the Custodian will process the contributions or other amounts on that business day. For Authorized Instructions received in good order after the close of the New York Stock Exchange, the Custodian will process the contributions or other amounts on the next business day.

(ii) Distributions

The Custodian will receive float income in connection with distributions and disbursements during the period of time commencing when an amount is redeemed from the Fund to fund a distribution or disbursement check and ending when the check is paid. The Custodian's agent mails the check within three business days from the day that an amount is redeemed from the Fund

(c) Authorization. The Custodian shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Custodian is authorized to charge and collect from the Account any and all such fees and expenses, unless the Employer objects within 30 days of receiving notice of the Custodian's intent to collect its fees and expenses from the Account.

6.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Custodian, the Custodian may use reasonable efforts to assist such Authorized Party to notify the Employer of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or

refund, interest, penalties and other related expenses of the Account ("Tax Obligations"). Notwithstanding the foregoing, the Custodian shall not have any responsibility or liability for any Tax Obligations now or hereafter imposed on the Employer or the Account by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Custodian is responsible under any applicable law for payment of any Tax Obligation on behalf of the Account, the Employer shall cause the appropriate Authorized Party to inform the Custodian of all Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations, and shall provide the Custodian with all information required by the Custodian to meet such Tax Obligations.

6.3 Indemnification. The Employer, and to the extent permitted by law, the Plan, shall indemnify and hold harmless the Custodian from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Custodian in connection with this Agreement, except as a result of the Custodian's own negligence or willful misconduct.

6.4 Force Majeure. The Custodian shall not be responsible or liable for any losses to the Account resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Account's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Custodian or its agents.

6.5 Survival. This Section Six (6) shall survive the termination of this Agreement.

SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

7.1 Amendment. The Custodian may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Custodian shall deliver written notice of any such amendment to the Employer. Other amendments may be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Custodian. The Custodian may be removed with respect to all or part of the Account upon receipt of sixty (60) days' written notice from the Employer. The Custodian may resign as custodian hereunder upon sixty (60) days' written notice delivered to the Employer. In the event of such removal or resignation, the successor custodian will be appointed by the Employer, and the retiring custodian shall transfer the Account, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Employer fails to appoint a successor custodian within sixty (60) days of receipt of written notice of resignation, the Custodian reserves the right to seek the appointment of a successor custodian from a court of competent jurisdiction. The Employer shall indemnify the Custodian from any costs incurred by the Custodian in seeking such appointment. The Custodian shall continue to serve as the Plan Custodian until the new plan custodian is either appointed by the Employer, or court of competent jurisdiction as described herein. The Custodian shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor custodian.

7.3 Merger or Consolidation of Custodian. Any entity into which the Custodian may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Custodian is a party, or any entity succeeding to the custody business of the Custodian, shall become the successor of the Custodian hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Custodian shall distribute all assets then constituting the Account, less any fees and expenses payable from the Account, pursuant to the instructions of the Employer. The Custodian shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Custodian reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Custodian is

able to distribute or transfer such property. The Employer shall indemnify the Custodian from any costs incurred by the Custodian for retaining the property until it can be distributed or transferred. Upon the appointment and acceptance of a successor custodian, the Custodian's sole duties shall be those of a custodian with respect to the property not transferred.

7.6 Termination of Administrative Services Agreement or Investment Agreement. Notwithstanding the notice requirements in Section 7.2, in the event the Administrative Services Agreement between the Employer and/or the Employer and the Recordkeeping Affiliate is terminated, this Agreement shall terminate simultaneously with the termination of the Administrative Services Agreement without further notice from any party hereunder to the others. For purposes of this section, the Investment Agreement, if applicable, shall be subject to the terms of this section in addition to or in the absence of an Administrative Services Agreement.

SECTION 8 - ADDITIONAL PROVISIONS

8.1 Assignment or Alienation. Except as may be provided by law, the Account shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, participants or beneficiaries under the Plan. The Custodian shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of the Employer but the assets of the Account shall be held in the State of Connecticut.

8.3 Necessary Parties. The Custodian reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Custodian or the Employer the right to have the Custodian's account judicially determined. To the extent permitted by law, only the Custodian and the Employer shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Custodian, and no participant under the Plan or other person having an interest in the Account shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Employer shall indemnify the Custodian for any costs incurred by the Custodian in seeking such judgment.

8.4 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Custodian:

Melissa McAuliffe
Vice President
Voya Retirement Operations
One Orange Way, C3N
Windsor, Connecticut 06095-4774

With copy to:

J. Denise Jackson
President
Voya Institutional Trust Company
One Orange Way, C4R
Windsor, Connecticut 06095-4774

(b) If to the Employer:

Courtney Lucek
Payroll Manager
County of Brazoria, Texas

111 E. Locust St.
Angleton, TX 77515

The parties may, by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 Shareholder Communication. Until such time as the Custodian receives a written notice to the contrary with respect to a particular security, the Custodian may release the identity and the address of the Fund to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

County of Brazoria, Texas	Voya Institutional Trust Company
By: _____	By: _____
Name:	Name: _____
Title:	Title: _____

RESET FORM

INVESTMENT ADVISORY SERVICES AGREEMENT



This Agreement is made this 12/01/2025 {DATE}, by and between Voya Retirement Advisors, LLC ("VRA") and the PLAN SPONSOR of the Brazoria County Deferred Compensation Plan {PLAN NAME} (the "Plan"), a qualified defined contribution plan maintained for the benefit of the participants and beneficiaries thereof;

WHEREAS, under the terms of the Plan, participants are entitled to direct the investment of their account balances under the Plan among the investment options available under the Plan;

WHEREAS, the Plan Sponsor has designated certain of such investment options as being subject to the investment advice services contemplated hereunder (the "Designated Investment Options");

WHEREAS, certain of the Designated Investment Options may be managed for a fee by affiliates of VRA and/or may provide for the payment of shareholder servicing fees or other revenue sharing amounts to VRA or its affiliates;

WHEREAS, VRA's affiliates will also provide various services with respect to the Plan including participant recordkeeping services pursuant to a separate services agreement;

WHEREAS, VRA is registered as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

WHEREAS, the Plan Sponsor desires to appoint VRA to provide investment advisory services to participants and beneficiaries under the Plan on the terms and conditions stated herein, and VRA desires to provide such services;

NOW THEREFORE, the Parties hereto agree as follows:

1. Investment Advisory Services

The Plan Sponsor hereby appoints VRA, and VRA hereby agrees, to provide individualized investment advice and account management services (the "Program") to participants and beneficiaries under the Plan ("Participants") in connection with the investment of their account balances under the Plan (collectively, the "Accounts") among the Designated Investment Options. Such Participant investment advice will be provided by VRA in the manner described in Exhibit A ("Investment Advisory Services), including the utilization of Morningstar Investment Management, LLC ("Morningstar") as described therein.

2. No Discretionary Authority. The Plan Sponsor hereby agrees and acknowledges that VRA does not intend to exercise discretionary authority with respect to either (i) the selection of the Designated Investment Options or any other investment options available under the Plan or (ii) the investment of the assets in the Accounts under the terms of this Agreement, it being understood that all discretionary decisions relating to the selection of the Designated Investment.

Options and any other investment options available under the Plan will be made by the Plan Sponsor or such other fiduciary as is allocated such responsibility under the Plan and all discretionary decisions relating to the investment of the assets in the Accounts will be made by the Participants. Notwithstanding the foregoing, if VRA or its agents actually exercise discretionary authority with regard to the services provided under this Agreement, VRA acknowledges that it will retain liability for all such actions for which discretion was exercised.

3. Acknowledgements and Representations of VRA

VRA hereby acknowledges and represents to the Plan Sponsor that:

(a) it is duly registered as an investment advisor under the Advisers Act and that such registration will remain in effect during the course of this Agreement;

(b) with respect to the services provided under this Agreement, it is a fiduciary of the Plan within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(c) it is not subject to any of the disqualifications set forth in Section 411 of ERISA;

(d) it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized, and has the power and authority to carry on its business as it is now being conducted;

(e) VRA carries and maintains, at its own cost and expense, commercially reasonable insurance coverage appropriate for its obligations under this Agreement, which may include, without limitation, errors/omissions, general commercial liability, coverage for cybersecurity and data/privacy breaches, and a fidelity bond as described in Section 412 of ERISA, and will provide upon request a verification of VRA's insurance types, limits, and carrier of each type of insurance coverage held by VRA.

(f) Morningstar has represented to VRA that (i) it is independent from VRA and its affiliates and (ii) there is no financial interest (e.g. compensation, fees, etc.), ownership interest, or other relationship, agreement or understanding between Morningstar and VRA that would limit the ability Morningstar to carry out its responsibility beyond the control, direction or influence of VRA;

(g) the services provided under this Agreement are intended to comply with Department of Labor Advisory Opinion 2001-09A and VRA has received a legal opinion, as may be amended from time to time, that the services do comply with such Advisory Opinion;

(h) this Agreement has been duly executed and delivered on behalf of VRA and is a legal and binding obligation of VRA enforceable in accordance with its terms.

4. Acknowledgements and Representations of Plan Sponsor

The Plan Sponsor hereby acknowledges and represents to VRA that:

(a) the execution and performance of this Agreement will not violate any provision of the governing documents of the Plan or require the Plan to obtain any consent or waiver not heretofore obtained;

(b) the Plan Sponsor is duly authorized to enter into this Agreement on behalf of the Plan and this Agreement is a legal and binding obligation of the Plan Sponsor and the Plan, enforceable in accordance with its terms;

(c) the Plan Sponsor has received a copy of Voya Retirement Advisors, LLC's most recently amended Disclosure Statement (Part II of VRA's Form ADV), or other document containing at least the information required in Part II, in advance of executing this Agreement; and

(d) the Plan Sponsor has reviewed the manner in which VRA will provide investment advice hereunder, and understands that such advice, if followed by the Participants, may result in the receipt of additional revenue by VRA and its affiliates.

5. Standard of Care

VRA will discharge its duties hereunder (i) with the degree of care, skill, prudence and diligence required under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and (ii) as otherwise required by ERISA and other applicable laws.

6. Limitation of Liability

VRA will have no liability whatsoever under this Agreement and will not be responsible under this Agreement for any loss (including attorney's fees) or other damages that result solely from:

(a) a breach of fiduciary duty of the Plan Sponsor;

(b) incorrect data provided to VRA or Morningstar by the Plan Sponsor (or any of its employees or agents) or by a Participant;

(c) any failure by the Plan Sponsor or an unaffiliated Plan administrative service provider to process Participant investment instructions completely or accurately; or

(d) the selection and composition of the Designated Investment Options or any other investment options available under the Plan.

The preceding sentence will not relieve VRA or any of its affiliates of any responsibility or liability they may have or incur by reason of any other contractual relationship with respect to, or any other services provided to, the Plan, including any and all costs incurred or associated with a breach of this Agreement. By way of example (and not limitation), costs associated with an information security breach that results in the unauthorized disclosure of participant information may include costs related to sending communications to affected participants, providing notification to relevant authorities, investigating and remediating the security breach (including attorney or other outside consulting fees), and/or providing credit monitoring or identity theft protection services to affected participants.

7. Fees

The compensation for all services to be rendered by VRA hereunder will be determined as provided in the fee schedule attached hereto as Exhibit B. All fees are due and payable by the Plan within 30 days after the date of invoice. The Plan Sponsor agrees to pay such fees to VRA or cause the Plan to pay such fees in a timely manner. VRA will be responsible for the payment of any compensation due to Morningstar Investment Management in connection with the investment advisory services provided hereunder.

In exchange for such fees, participants and beneficiaries of the Plan will receive unlimited access to the Advice Service and investment advisor representatives for advice, guidance, help and support using the online advisor and enrollment in the managed account program.

8. Term and Termination

The term of this Agreement shall be from the Agreement Date until the earlier of (i) the termination of this Agreement or (ii) the termination of the agreement between Plan Sponsor and an affiliate of VRA that provides for the affiliate's provision of recordkeeping and related administrative services to the Plan. This Agreement, may be terminated on at least 90 days' prior written notice by either party. This Agreement also may be terminated immediately by the Plan Sponsor upon written notice to VRA if the Plan Sponsor determines in good faith that the continuation of this Agreement is not or may not be consistent with its fiduciary duties under ERISA or other applicable law, and either party may terminate this Agreement upon written notice in the event of Default by the other party.

As used herein, "Default" by a party means the party's failure to meet any of its material obligations under the Agreement (other than the obligation to make payments) and to correct its failure within thirty (30) days after written notice of the failure; and in the case of the Plan Sponsor, Default also means the Plan Sponsor's failure to meet any payment obligations hereunder and to correct its failure within ten (10) days after VRA notifies the Plan Sponsor in writing of the failure.

9. Confidentiality

All investment information and advice furnished by each party to the other party or by a Participant to VRA or its affiliates or Morningstar will be treated as confidential and shall not be disclosed to third parties except as required by law. Notwithstanding the foregoing, the Plan Sponsor acknowledges and agrees that VRA will disclose to Morningstar such information concerning the Plan, the Accounts, and the Participants as is deemed necessary by VRA for Morningstar to provide services as contemplated by this Agreement; however, Morningstar shall maintain the confidentiality of such information on the same basis as if the information was provided by the Plan or its Participants. VRA shall be responsible for any breaches of this Agreement by Morningstar.

10. Reports

As part of its included and ongoing Program services, VRA will furnish the Plan Sponsor with such periodic reports as described in Exhibit C, or other information as may be required by applicable law or as the Plan Sponsor may reasonably request. However, VRA will not be responsible for the accuracy of any information furnished to VRA or Morningstar by the Plan Sponsor (or any of its employees or agents) or any of the Participants.

11. Miscellaneous

(a) No Assignment

No assignment of this Agreement under Section 205(a)(2) of the Advisors Act and the applicable regulations and interpretations thereunder may be made by VRA without the prior written consent of the Plan Sponsor. Notwithstanding the foregoing, Plan Sponsor hereby consents to any future assignment of this Agreement from VRA to an affiliated registered investment advisor provided (i) that any required regulatory disclosure is furnished to the Plan Sponsor at least sixty (60) days in advance of any actual assignment, (ii) VRA will provide Plan Sponsor with any due diligence or other information concerning the affiliated registered investment advisor reasonably requested by Plan Sponsor, and (iii) such assignment is not accompanied by a material change to the services described in Exhibit A.

(b) Entire Agreement; Amendment

This Agreement (including any Exhibits attached hereto) constitutes the entire understanding of the Parties relating to the subject matter hereof. Except as permitted in Section 11(a), this Agreement may be amended or assigned only by a written instrument with mutual agreement of the Parties hereto. Notwithstanding the foregoing, VRA may amend Exhibit A, in its sole discretion, upon 90 days' prior written notice to the Plan Sponsor, provided that in the event of a material reduction in services, as determined by the Plan Sponsor, the Parties will also negotiate fair and proportionate reductions to the fees set forth in Exhibit B.

(c) Survival

The provisions of Sections 6, 9, and this Section 11 shall survive the termination of this Agreement.

(d) Binding Agreement

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, permitted assigns, heirs and legal representatives.

(e) Governing Law

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, except that when federal law exists on substantive matters requiring construction under this Agreement, such federal law shall apply in lieu of state law. Notwithstanding the foregoing and to the extent not superseded by federal law, for purposes of VRA's status as a registered investment advisor or the advisory services it provides, this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

(f) Force Majeure

Notwithstanding anything else in this Agreement, and except for payment obligations hereunder, a party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of causes beyond the reasonable control of the nonperforming party, provided that the party charged with such default must continue to use all commercially reasonable efforts to overcome such force majeure. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the government in either it sovereign or contractual capacity, acts of terrorism or war, fires or other loss of facilities, floods, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, breach of contract by suppliers or others, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts or omissions of the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

PLAN SPONSOR	VOYA RETIREMENT ADVISORS, LLC
By_____	By Christopher E. Trovato _____
	Christopher E. Trovato
Its_____	Its Vice President, Voya Retirement Advisors _____

EXHIBIT A

Description of Services

VRA will provide individualized participant investment advice and account management services (the "Program") over the telephone through its investment advisor representatives ("Call Center"), via the internet called Online Advice ("OA"), and on personalized statements distributed periodically ("Statements") regarding the investment options under the Plan that has been designated by the Plan Sponsor as being subject to such investment advice services (the "Designated Investment Options").

The Program may consider all reported assets of the individual and his or her spouse/partner in providing retirement forecasts and advice or explain why the assets are excluded from the forecast. The Program will provide recommendations to the individual as to the investments available to him or her under the Plans. In addition, with respect to Internet accessed advice, the Plan Sponsor may elect to allow individuals to be advised as to multiple tax-deferred accounts and/or other accounts. Target retirement/target date funds are designed to be used as a single investment choice for participants, VRA will follows the analysis and recommendation of Morningstar with regard to the treatment of these funds. The Program does not include any buy/sell recommendations with respect to individual securities, such as a stock or bond.

With respect to the investment advice delivered by Statements, the Call Center or the Internet, VRA has engaged an unrelated, independent financial expert/sub-adviser, Morningstar Investment Management, LLC ("Morningstar"), to generate the specific portfolio recommendations for Participants in the Program. Morningstar will develop, implement, and maintain a computer program to provide Internet or intranet-based financial advisory services to the Participants. VRA will have no responsibility for or involvement in, the development of such computer program; provided, however, that VRA or its affiliates may provide certain background information to Morningstar. This computer program will analyze Participant portfolios, market conditions, and designated investment options available under the Plans, as well as information provided by the Participant through an electronic questionnaire developed by Morningstar or through telephone communication with VRA retirement advisor representatives based on questions developed by Morningstar (as described below). Based on this analysis, the computer program will generate specific portfolio recommendations for the Participants as to the allocation of their account balances under the Plan among the Designated Investment Options. These portfolio recommendations will be delivered to Participants by VRA via the internet, Call Center and/or through the mailing of Statements.

The Program will be tailored to the Plan in accordance with background information provided by VRA to Morningstar. The Program will be provided through a web-based link to Morningstar's website or indirectly through VRA's Call Center. VRA will maintain a Call Center that will be made available to Participants in addition to access through the Internet via the Online Advice tool. The Call Center will act solely as a non-discretionary conduit for the communication of the information required of the Participant under the Program, to Morningstar and for the communication of the investment advice generated by Morningstar to the Participant. In obtaining the information required of the Participant, the Call Center representative will use a questionnaire that has been developed by Morningstar. The Call Center personnel or the Statements will not make any investment recommendations to the Participants (other than communicating the output of Morningstar' computer program) or take any other action designed to influence the investment recommendation generated by the Program or the investment decisions ultimately made by the Participants.

The Program will be based upon the application of economic models and formulae developed by Morningstar that are not specific to VRA, the Plan or the Designated Investment Options and that are based on generally accepted financial planning and investment principles. VRA will have no role in the development, maintenance or oversight of the software and technology used in the Program, which responsibility will be exclusively the responsibility of Morningstar. All investment advice provided under the Program will be the product of the application of the foregoing computer program, considering the Designated Investment Options under the Plan and the individual participant data as provided by the Participant, the Plan Sponsor or the Plan recordkeeper. Neither VRA nor any of its affiliates will have any discretion regarding the output of such computer program. The advice communicated to Participants will not be accessible to VRA, except to the extent that VRA will be aware of such result through the operation of the Call Center. The computer program utilized by Morningstar under the Program will be developed and implemented by computer programmers engaged by Morningstar each of whom will be independent of VRA and its affiliates.

As part of the Program, Plan Participants may also have access to additional investment related education and guidance, as made available by VRA at no additional cost to Plan Sponsor or Plan Participants. Such education and/or guidance may include information, materials and/or analysis on retirement and financial planning related matters (e.g., Social Security claiming strategies, Medicare information and choice structure).

Professional Management (PM)

VRA will also provide a managed account option called Professional Management ("PM"). For purposes of this service, VRA shall act as an investment manager as defined under Section 3(38) of ERISA. Participants may either call VRA or read the Fact Sheet or Disclosure Statement to learn about PM and applicable fees. VRA will provide Participants with a portfolio recommendation,

investment allocation and contribution recommendation that considers the number of years from their current age and assumed retirement age and a suitable level of risk. Participants will also be provided with a forecast of their current investment risk and retirement account value and/or income. PM is delivered by VRA online, through personalized statements and by its investment advisor representatives who may be contacted by calling the Plan's toll-free information line. VRA may provide Participants with a recommendation regarding a suitable level of retirement savings and investment allocation and recommendations that consider their retirement goals and time horizon. Participants enrolled in PM may also be provided a personalized risk assessment and forecast of retirement wealth and income and the probability of achieving their financial goals.

Participants who enroll in the PM program will authorize VRA to collect the PM fee from their accounts and to provide ongoing management of their account which may include periodic increases of contributions to their accounts, periodic rebalancing/reoptimizing investment allocations and adjusting the portfolio risk level and resulting allocation over time based on their changing retirement time horizon, within prescribed specifications, as presented by VRA and agreed to by the Participant.

VRA will pay Morningstar compensation for its services in connection with the Program. The amount of such compensation will not be affected in any way by the investment advice provided by Morningstar under the Program or by the manner in which the assets in Participants' accounts are ultimately invested by the Participants.

The Plan Sponsor will be provided on an on-going basis with periodic written report not less frequently than semi-annually concerning the Program.

Information regarding (i) fees and expenses paid or received by VRA or its affiliates with respect to any of the Designated Investment Options and (ii) any proposed increases in any of such fees shall be provided by the Plans' recordkeeper, Voya Retirement and Annuity Company.

EXHIBIT B

Fee Agreement

This fee agreement summarizes the fees that will be paid to Voya Retirement Advisors, LLC ("VRA"), in connection with its providing investment advisory and managed account services to the participants of the Plan. These fees include:

Set-up Fee – investment modeling and administrative committee review of employer-sponsored plan(s), Advisor customization and addition of the Professional Account Manager program. This fee will be paid by the Sponsor to VRA and will be paid upon signing of the Investment Advisory Services Agreement. This fee represents a one-time fee for set-up and testing the plan data connection, customizing the services to reflect the Plan specifications, establishing unique identifiers for all plan eligible employees, and review, analysis and modeling of plan investment options.	**Included**
Unlimited access to the VRA powered by Morningstar Online Advice Service and investment advisor representatives for advice, guidance, help and support using the online service and enrollment in the managed account program.	
Professional Management Fee – This fee is calculated quarterly based on the account balance of participants who enroll in the program. Fees are charged to participants' accounts each quarter subject to the tiered fee schedule below.	**Fees are charged to participants' accounts quarterly pursuant to the fee schedule below with any partial months being subject to a prorated fee.**

Professional Management - Fee Schedule*					
Select one (X)	**Plan Asset Range**	**Single Tier or Multi-Tiered Annual Fee (deducted Quarterly) Select one (X))**			
☐	Less than $3M	☐	60 bps	☐	First $100,000 65 bps Next $150,000 55 bps Over $250,000 45 bps
☐	$3M to less than $10M	☐	55 bps	☐	First $100,000 60 bps Next $150,000 50 bps Over $250,000 40 bps
☐	$10M to less than $75M	☐	50 bps	☐	First $100,000 55 bps Next $150,000 45 bps Over $250,000 35 bps
☑	$75M to less than $250M	☑	45 bps	☐	First $100,000 50 bps Next $150,000 40 bps Over $250,000 30 bps
☐	$250M to less than $1B	☐	40 bps	☐	First $100,000 45 bps Next $150,000 35 bps Over $250,000 25 bps
☐	Over $1B	☐	35 bps	☐	First $100,000 40 bps Next $150,000 30 bps Over $250,000 20 bps

**This Fee Schedule is contingent on the transfer of all Participant assets in the Plan's managed accounts program at the time of the Plan's transfer to the Voya recordkeeping platform to Professional Management as part of the Plan's implementation process at Voya. In the event that Plan Sponsor elects not to transfer the assets as outlined in the preceding paragraph, the parties will amend this Exhibit to replace the Fee Schedule.*

EXHIBIT C

Communication and Education Material

The following core communication package shall be included in the standard launch (and ongoing where indicated) at no additional charge:

a. Annual Progress Report (provided to Plan Sponsor)

b. Annual awareness campaign (required)

c. Quarterly Progress Reports via e-mail for participants using the Manage My Plan (ongoing)

d. Content and links on the Plan Participant Web site

e. Statement messaging

The following services and materials are available for additional fees:

1. Handling and postage for mailing Communication and Education materials to participants
2. On-site meetings – Travel & Expenses plus $750 per Advisor per day or as mutually agreed

Exhibit D

Requested Plan Details

Temporary Investment Instructions

This section should be completed only for Voya Corporate Market Plans who elect to integrate the Investment Advisory Services as an election option during plan enrollment. If not completed then the Voya Fixed Account will be the Plan's temporary investment.

☐ The plan's temporary investment option will be:

Fund Name, Fund Number _____

Temporary Investment Option must be a currently available investment option under the Plan, other than a Voya Solution Portfolio, Solution Index Portfolio, or Lifestyle Portfolio.

The Plan Sponsor has chosen the investment option above to hold any balances or contributions that may be applied to Plan participant accounts between the time they elect the Program and when Voya receives and processes the investment allocation instructions provided by Morningstar.

RESET FORM

APPLICATION FOR GROUP ANNUITY CONTRACT

Voya Retirement Insurance and Annuity Company

A member of the Voya® family of companies
PO Box 990063
Hartford, CT 06199-0063

As used on this form, the term "Voya," "VRIAC," "Company," "we," "us" or "our" refers to your plan's funding agent and/or services provider. That entity is VRIAC. Contact us for more information.

I. APPLICANT INFORMATION

Applicant Name *(Employer/Contract Holder)* County of Brazoria, Texas

Address 111 E. Locust Street

City Angleton State TX ZIP 77515

Tax Identification # 04-2542703

2. ACCOUNT INFORMATION

Full Legal Plan Name Brazoria County Deferred Compensation Plan (OBRA)

Type of Organization

- ☑ Governmental Organization
  - ☑ State, local, county, municipality
  - ☐ Healthcare
  - ☐ Public School
    - ☐ K-12
    - ☐ High Education
- ☐ For Profit Organization
  - ☐ Corporation
  - ☐ Unincorporated *(e.g. partnerships, self-employed & S Corporations)*
- ☐ Tax-exempt Organization *(includes churches, healthcare organizations and private education organizations)*
  - ☐ 501(c)(3) Organization *(IRS tax-exempt status letter required to be submitted for organizations formed after 10/9/69)*
    - ☐ Church, qualified and non-qualified church controlled organizations
    - ☐ Healthcare
    - ☐ Education
  - ☐ 501(c)(___) Organization. Type of Entity _____
- ☐ Multiple Employer Plan
- ☐ Pooled Employer Plan
- ☐ Other *(specify)* _____

Type of Plan *(Select one.)*

403(b) Plan
- ☐ 403(b) Non-ERISA public schools and ERISA exempt 501(c)(3) organizations
- ☐ 403(b) ERISA (*generally, 501(c)(3) organization sponsoring a 403(b) with employer and/or employee contributions)*

401(a)/(k) Plan
- ☐ 401(a)
- ☐ 401(k) - employee salary deferral plan

457 Plan
- ☑ Governmental 457(b) *(including public schools)*
- ☐ Tax-exempt 457(b) top hat *(for select management and/or highly compensated employees)*
- ☐ Tax-exempt 457(b) *(only non-qualified church controlled organizations)*

Other *(specify)* _____

Product *(Select one. All products may not be available in all states.)*

- ☐ **Voya Custom Choice II**
- ☐ **Voya Retirement Choice II** (Fixed Plus Account III)
- ☐ **Voya Retirement Plus II**
- ☐ **RetireFlex - MF** (Fixed Account-457/401)
- ☑ **RetireFlex - MF** (Fixed Account B)
- ☐ **RetireFlex - SA**
- ☐ **Other** *(specify)* _____

ERISA Status

Is this Plan subject to ERISA Title I? ☐ Yes ☑ No

If "Yes," indicate the Plan Anniversary (Month/Day) *(required)* _____

3. IMPORTANT NOTICES

To help the government fight the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each entity who opens an account. What this means to you: When you apply for an annuity, we will ask for your entity's name, address, taxpayer identification number, and other information that will allow us to identify entity ownership. We may also ask to see articles of incorporation or other identifying documents.

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Alaska, Maine: Information provided by the applicant are representations and not warranties.

ALASKA:

If you need additional information regarding the benefits and provisions within this contract, please submit a written request to Customer Service, One Orange Way, Windsor, CT 06094-4774, Telephone Number: 1-800-654-8065. Upon receipt of your request, we will provide you with the requested information within 10 days.

Arizona Right to Cancel Notice: The contract owner can request at any time information from the Company regarding benefits and provisions of this contract and the Company will respond within a reasonable period of time and provide the requested reasonable factual information. If for any reason you are not satisfied with the Contract you may return it within fifteen days of receipt, or within thirty days of receipt if you are sixty-five years of age or older as of the date the application was signed or if the Contract is replacing another existing life insurance or annuity contract, for a refund of all deposits.

California: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Kansas: Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of fraud as determined by a court of law and may be subject to fines and confinement in prison.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand ($5,000) dollars and not more than ten thousand ($10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Alabama, Arkansas, District of Columbia, Georgia, Hawaii, Iowa, Louisiana, **Maine**, Massachusetts, Michigan, Mississippi, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, West Virginia, Wisconsin, and Wyoming: **Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

4. CONTRACT HOLDER SIGNATURE AND AUTHORIZATION

By signing this form, I understand that:

- I am selecting an annuity product to fund a tax-deferred arrangement;
- the tax laws provided for deferral of taxation of earnings on participant account balances; and
- although the annuity provides features and benefits that may be of value to participants, it does not provide any additional deferral of taxation beyond that provided by the tax-deferred arrangement itself.

Additionally, I acknowledge that the pre-filled information, as well as the information I have provided is complete and accurate. I further understand that the Company is entitled to rely exclusively on information provided on this form.

All payments and values provided by the group Contract, when based on the investment experience of the Separate Account, are variable and are not guaranteed as to fixed dollar amount. Amounts allocated to the Guaranteed Accumulation Account, if available and withdrawn before a guaranteed term maturity date, and/or amounts allocated to the Fixed Account, if applicable, may be subject to a market value adjustment. The market value adjustment may result in an increase, or a decrease, in a participant's account value.

I acknowledge receipt of the current annuity prospectus for the group annuity contract or contract disclosure booklet, as well as current fund prospectuses for each of the variable investment options. ***I HAVE ATTACHED A COPY OF PROSPECTUS RECEIPT TO THIS APPLICATION*** *(required for registered contracts only)***.** The Effective Date of the Contract is the Contract Holder's date of signature below.

Contract Holder Signature _____ Date _____

Title _____ City/Town and State Where Signed _____

Witness Signature _____ Date _____

5. PRODUCER SIGNATURE

Producer Name _____ License *# (if applicable)* _____

Producer Signature _____ Date _____

I N F O R M A T I O N B O O K L E T

3038353.X.P-1 (5/24)

RetireFlex – MF

(Mutual Funds)

***Why Reading this Information Booklet is Important*.** Before you (the "employee"/"participant") participate in the **Voya RetireFlex – MF** program (the "Program") through the defined contribution retirement plan (the "Plan") that your employer sponsors under Section 401 or Section 457(b) of the Internal Revenue Code (the "Tax Code"), you should read this information booklet and its Appendices. This booklet provides facts about these Programs and their investment options and other important information. Plan sponsors (generally your employer) should read this information booklet to help determine if the program is appropriate for their plan. Please keep it for future reference.

OVERVIEW

The Program is offered in conjunction with a group annuity contract (the "Contract") issued to the "Contract Holder" (generally your employer or a trust) by Voya Retirement Insurance and Annuity Company (the "Company"[1], "VRIAC", "Voya", "we", "us" or "our"). Generally, the plan makes available various investment options. Under federal tax law, your employer may take tax deductions for contributions to a qualified plan and, if your plan allows, contributions to the plan may be made on a pre- or post-tax basis.

The primary purpose of the Program is to provide for the accumulation of contributions and plan recordkeeping services, under the terms of an employer's retirement plan that is intended to result in retirement income for plan participants. Under the Contract, contributions can be invested in a variety of different investment options. You will receive periodic statements that provide confirmation of account transactions such as contributions made. Access to account information is available through our easy-to- use interactive Voice Response Unit and through the Internet.

This booklet contains a summary of the key provisions of the Program and is intended for use with the plan sponsored by your employer. The retirement benefits are governed exclusively by the provisions of the plan, as well as the Internal Revenue Code, and not by the Contract issued to the plan sponsor as the Contract Holder. The distribution of plan benefits, however, are subject to certain limitations set forth in the Contract. In the event of a conflict between this booklet and the Contract, the terms of the Contract will prevail. The Contract permits the Contract Holder to retain fiduciary responsibility for the decision to transfer or withdraw amounts from the Contract. If the Contract Holder exercises such discretion to withdraw or transfer amounts from the Contract, participant consent is not required and there may be charges against a participant account balance, such as a market value adjustment, surrender charge or transferred asset benefit recovery charge, if applicable.

PARTICIPANT ACCOUNTS

Plan contributions are submitted by the plan sponsor and applied to participant accounts. The contributions are allocated to the investment options selected by the plan sponsor for your plan to provide future retirement income for you. If allowed by the Plan Sponsor, participants will be able to select among such investment options for their individual participant account. For each account, we maintain multiple record sources for crediting select types of employer and employee contributions and to accept rollovers from other sponsored plans and Individual Retirement Accounts and Annuities ("IRAs") as allowed by the plan.

The plan sponsor or the Company may declare a contribution cessation date upon notice to the other. The contribution cessation date should be specified in the notice and must be at least 90 days from the date of the notice. After a contribution cessation date is declared, no further Contributions will be made to the Contract and no new plan accounts will be established.

[1] The Company is an indirect, wholly-owned subsidiary of Voya Financial, Inc. ("Voya®"). Securities are distributed through Voya Financial Partners, LLC or through other broker-dealers with which Voya Financial Partners, LLC has selling agreements. Financial planning is offered by Voya Financial Advisors, Inc. Voya Financial Partners, LLC and Voya Financial Advisors, Inc. are both members of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Both are also members of the Voya® family of companies.

INVESTMENT OPTIONS

The Program generally offers a wide range of investment options. Each investment option has different features, benefits and investment objectives. The specific options available to you are described in fact sheets which are included in your enrollment materials or which are available by **calling our Retirement Readiness Service Center at 1-800-584-6001. After enrollment, information is also available by accessing www.voyaretirementplans.com.** The Company may add, restrict, or remove the availability of any such investment options.

An employee's Plan contributions are generally payroll deducted. Employee and employer contributions are invested either at the direction of your plan sponsor or in the investment options that you select from what is available through the Plan. The contributions and any earnings thereon are to help provide future retirement income.

Investment options offered under the Program are considered long-term investments designed for retirement purposes. Money withdrawn from the Plan generally will be taxed as ordinary income in the year the money is distributed.

Mutual Funds

Mutual Funds may also be available under the Program through the Custodial Account Agreement or Trust Agreement. Each of these investment options has a different investment objective. These investment options fluctuate in value and involve investment risks.

When contributions are allocated to a mutual fund, shares of the mutual fund are purchased for the plan and allocated to your account. The value of the fund shares may increase or decrease, which will affect the value of your account.

Each fund pays an investment advisory fee to its investment adviser. Funds also have other fees and expenses, which may include redemption fees. For more information about the investment advisory fees or other fund expenses, refer to the applicable investment option fact sheets and fund prospectuses. Account values associated with the mutual funds fluctuate with market conditions, and when surrendered, the principal may be worth more or less than the amount invested.

You should consider the investment objectives, risks, and charges and expenses of mutual funds offered through a retirement Plan carefully before investing. The fund prospectuses contain this and other information, and can be obtained by contacting your local representative or contacting us at the telephone number or address shown in the "QUESTIONS: CONTACTING THE COMPANY" section at the end of this information booklet. Please read the information carefully before investing.

Stability of Principal Investment Options

Voya Fixed Account Options

Your employer may have selected a fixed account option under the Program. A fixed account is an investment option offered through the Program that is subject to guaranteed minimum interest rates. The Company's claims-paying ability should be taken into consideration in evaluating interest rate guarantees provided under the Contract. These rate guarantees do not apply to the investment return or principal value of the fund investment options.

The fixed account option provides stability of principal and credits interest on all amounts allocated to this option. The fixed account option consists of a Guaranteed Minimum Interest Rate (the "GMIR") that is set for the life of the Contract. The GMIR is stated in the Contract. Each calendar year (1/1 to 12/31), the Company will also set a one-year minimum guaranteed floor rate which will apply to all amounts held in the fixed account option during that calendar year.

During the year, the Company will credit interest to the fixed account option at a "current credited interest rate". The current credited interest rate may change but is guaranteed not to be below either the minimum guaranteed floor rate or the GMIR.

The GMIR applicable to a plan's Contract and the current credited interest rate (which we may change at any time, subject to certain restrictions) will be provided at enrollment.

All interest rates applicable to the fixed account option are expressed as an annual effective yield. Interest is credited on a daily basis. Once credited, the interest becomes a part of the principal. This means that participant accounts earn compound interest. Taking the effect of compounding into consideration, the interest credited each day yields the current credited interest rate. Any changes in the current interest rate will apply to all amounts in the fixed account option.

Voya Fixed Account - 457/401 II

The current credited interest rate is a portfolio rate which is based on plan-specific characteristics, plan-specific elections and other factors including expected yields on all investments backing this Fixed Account. If those plan-specific characteristics or elections change, we may make corresponding adjustments to the current interest rate, subject to the guarantees described above. There may be restrictions on surrenders and transfers associated with the Fixed Account and in certain states and for certain types of plans a Market Value Adjustment ("MVA") may apply on surrenders under the Contract.

Voya Fixed Account B

The current credited rate will be based on both the New Money Rate and the Portfolio Rate and will transition over time to be fully based on Portfolio Rates. The New Money Rate is the interest rate established by the Company from time to time and is based on expected yields on newly acquired investments. A Portfolio Rate is an interest rate established by the Company from time to time and is based on expected yields on all investments backing Fixed Account B. When determining credited rates, the Company will take into account, among other things, the risks and costs assumed by the Company under the Contract and anticipated cash flows.

There may be restrictions on surrenders and transfers associated with the Fixed Account B and in certain states and for certain types of plans a Market Value Adjustment ("MVA") may apply on surrenders under the Contract.

There are restrictions on transfers and withdrawals associated with the Fixed Account; see the "**TRANSFERS TO AND FROM THE FIXED ACCOUNT"** sections for more details.

Voya Stable Value Fund

If available, the Voya Stable Value Fund ("SVF") is a group collective trust maintained by Wilmington Trust, N.A. ("WTNA"), as Trustee. WTNA is unaffiliated with the Company. It is available exclusively to our customers provided they meet the Company's and the SVF's underwriting criteria. The SVF seeks to provide safety of principal, adequate liquidity and competitive yield with low return volatility. The SVF intends to achieve this objective by investing in a variety of stable value investments as described in the SVF's fund fact sheet provided at enrollment. The Company does not make any guarantees of principal, interest, investment return or withdrawal liquidity in connection with the offering of the SVF through the Contract.

Contract contributions allocated to the SVF are invested in units of an unregistered collective investment trust. In this information booklet and the Contract, references to "shares" include a reference to units of the SVF. If applicable, refer to the SVF Disclosure Document for information about the SVF fund fee and compensation to be received by the Company from the SVF. If you would like more information about the SVF, you may request the SVF Disclosure Document from your employer or plan administrator.

Voya Stable Value Fund II

If available, the Voya Stable Value Fund II ("SVF II") is a group collective trust maintained by WTNA as Trustee. WTNA is unaffiliated with the Company. It is available exclusively to our customers provided they meet the Company's and the SVF II's underwriting criteria. The SVF II seeks to provide safety of principal, adequate liquidity and competitive yield with low return volatility. The SVF II intends to achieve this objective by investing in a Voya Retirement Insurance and Annuity Company unallocated group annuity contract as described in the SVF II's fund fact sheet provided at enrollment. The Company does not make any guarantees of principal, interest, investment return or withdrawal liquidity in connection with the offering of the SVF II through the Contract.

Contract contributions allocated to the SVF II are invested in units of an unregistered collective investment trust. In this information booklet and the Contract, references to "shares" include a reference to units of the SVF II. If applicable, refer to the SVF II Disclosure Document for information about the SVF II fund fee and compensation to be received by the Company from the SVF II. If you would like more information about the SVF II, you may request the SVF II Disclosure Document from your employer or plan administrator.

Stabilizer[SM]

If available, the Stable Value Option offers stability of account balances. It is funded by a guaranteed separate account annuity contract (Stabilizer[SM]) that is issued by the Company. The Stable Value Option is a separate investment option under the Program.

The contributions made to the Stable Value Option are credited with a stated rate of interest that is announced periodically and may vary from period to period. This rate is net of any Stabilizer contract fees associated with this investment option. If the Plan uses multiple stable value investment contracts, the rates for all of these contracts are blended together to create one rate. There are restrictions on transfers and withdrawals associated with the Stable Value Option; see **"CHANGING YOUR INVESTMENT SELECTION"** for more details.

See the Stabilizer fact sheet for information regarding fees associated with the Stabilizer contract.

CHANGING INVESTMENT OPTIONS

During the accumulation phase, if authorized by the plan sponsor, you may change the investment elections to which future contributions will be applied. Unless otherwise restricted, transfers among the fund investment options may also be made at any time by calling Voya's customer contact center or using online capabilities on the Internet. Transfers to or from the Fixed Account investment option may be limited under the terms of the Contract and the elections, if applicable, made under that Contract by the plan sponsor (see "**TRANSFERS TO AND FROM THE FIXED ACCOUNT"** below). Transaction requests received in good order by the close of business of the NYSE are processed that same business day. Once a change is made, you will receive confirmation of the requested change(s) by US mail, or online if you participate in our e-delivery program. It is important that you review these confirmation statements carefully. Failure to report any discrepancy within 30 days will indicate agreement with the transactions in the account as reported on the confirmation statement.

TRANSFERS TO AND FROM THE FIXED ACCOUNT

Subject to the following equity wash restrictions and before an annuity option is elected, all or any portion of the Current Value of any Participant Account held in an investment option available under the Program may be transferred to any other investment option available under the Program.

Equity Wash Restrictions
Transfers between investment options offered through the Program are subject to the following provisions:

- Direct transfers from the Fixed Account cannot be made to a Competing Investment Option;
- A transfer from the Fixed Account to other investment options cannot be made if a transfer to a Competing Investment Option has taken place within 90 days;

- A transfer from the Fixed Account to other investment options cannot be made if a surrender from a non-Competing Investment Option has taken place within 90 days; and
- A transfer from a non-Competing Investment Option to a Competing Investment Option cannot be made if a transfer from the Fixed Account has taken place within 90 days.
- Any non-enforcement of these equity wash restrictions will not constitute a waiver of these restrictions on subsequent transfers.

A Competing Investment Option is defined as any investment option offered under the Program, which:

- Provides a direct or indirect guarantee of investment performance;
- Is, or which may be, invested primarily in assets other than common or preferred stock;
- Is, or which may be, invested primarily in financial vehicles, (such as mutual funds, trusts, and insurance company contracts) which are in turn, invested primarily in assets other than common or preferred stock;
- Is available through a self-directed brokerage arrangement; or
- Is any investment option with similar characteristics to those described above.

For more information about Competing Investment Options, please contact your local representative.

TRANSFERS FROM THE VOYA STABLE VALUE FUND AND THE VOYA STABLE VALUE FUND II

Transfers from the SVF / SVF II to other investment options are allowed at any time, provided:

- The SVF / SVF II transfer is not directed to a competing investment option;
- A transfer into a competing investment option from any non-competing investment option has not occurred within 90 days; and
- A partial surrender has not occurred within 90 days.

Transfers or surrenders into a competing investment option, from other than the SVF, are allowed at any time provided that no prior transfers or surrenders from the SVF have occurred within 90 days.

A “competing investment option” is defined as any investment option under the MAP Select contract or other contract or investment program offered by the Company or its affiliates or other financial providers in connection with your plan which:

- is invested in money market instruments, repurchase agreements, guaranteed investment contracts, or investments offering a fixed rate of return; or
- has a targeted duration of less than three (3) years; or
- provides a direct or indirect investment performance guarantee; or
- is, or may be, invested primarily in assets other than common or preferred stock having a targeted duration of less than three (3) years; or
- is, or may be, invested primarily in financial vehicles (such as mutual funds, trusts or insurance contracts) which are invested primarily in assets other than common or preferred stock having a targeted duration of less than three (3) years; or
- is any fund with similar characteristics to the above.

A self-directed brokerage arrangement is also a competing investment option under the SVF but not under SVF II.

The SVF / SVF II reserves the right to revise the definition of competing investment options shown above and to restrict payments consistent with its governing documents. You will be informed at enrollment of the plan’s competing investment options, if applicable, which may change from time to time

WITHDRAWALS

Withdrawal benefits will vary based on plan provisions and applicable Tax Code restrictions and requirements. All withdrawals shall be made proportionately from the Credited Interest Stability of Principal Investment Option and the mutual funds, from all applicable asset accounts. The plan sponsor may direct the Company to place a

withdrawal restriction on your account in the event of receipt of a domestic relations order or any other type of court order or regulatory document that asserts a claim to benefits.

If you are married and your retirement plan is covered by the Employee Retirement Income Security Act of 1974 ("ERISA"), your plan sponsor must provide certification that Retirement Equity Act ("REA") requirements have been met. REA generally requires that your selection of retirement benefits and the designation of a non-spouse beneficiary must have the written consent of your spouse if you are married. Please consult your plan sponsor or the Plan administrator for the ERISA status of your Plan.

Withdrawal Restrictions

Charges, adjustments, and restrictions on withdrawals from the Fixed Account, SVF, or Stable Value Option depend upon whether the withdrawal is associated with a distributable event. Distributable events for participants are based on the terms of the Code and the Plan, and such events may include, but are not limited to: retirement, separation from service (not including a severance from employment that would not otherwise qualify as a separation from service), death (in which case such payment will be made to the Participant's designated beneficiary), plan sponsor certified unforeseeable emergency or financial hardship, Plan loan, in service withdrawal upon attainment of a stated age, or disability. Any withdrawal for any purpose not associated with a distributable event is deemed to be a surrender.

Withdrawals from the Fixed Account, SVF, or Stable Value Option associated with a distributable event are allowed at any time. Subject to the **"Additional Restrictions Associated with Surrenders Initiated by your Plan Sponsor"** noted below, surrenders from the Program are subject to the following restrictions:

- Surrenders from the Fixed Account, SVF, or Stable Value Option are not allowed:
- Surrenders from non-Competing Investment Options are not allowed if a transfer from the Fixed Account, SVF, or Stable Value Option has taken place within 90 days; and
- Surrenders may be subject to the equity wash restrictions described in "**CHANGING YOUR INVESTMENT SELECTION."**

Additional Restrictions Associated with Surrenders Initiated by your Plan Sponsor

On full or partial surrenders initiated by your plan sponsor for the purpose of removing the Fixed Account as an investment option for existing and/or future participants in the Plan, or for the purpose of terminating the Contract, a Market Value Adjustment ("MVA") will be applied to the Fixed Account portion of your account unless the Plan elects to have the surrendered amount paid out, with interest, over a period of 60 months. More information on the MVA can be found in the **"APPENDIX–Payment of the Fixed Account Value upon Withdrawal"** to this booklet.

A request by your plan sponsor for a full withdrawal from the Stable Value Option triggers a total contract discontinuance (see the **"CHANGES TO AND TERMINATION OF THE PROGRAM"** section) and payment of amounts held in the Stabilizer contract (your Stable Value Option account) will be in accordance with contract provisions. The Stabilizer contract allows your plan sponsor to choose from a number of options, depending upon the type of the plan(s) covered by the Program. You should be aware that the option your Plan selects in this situation may have an impact on your Stable Value Option account balance. The exact nature of the impact will depend on the specific choice your Plan makes and a number of other factors. Check with your Plan if you have questions concerning a Plan-directed full withdrawal.

Restriction on Plan Sponsor-Initiated Withdrawals from the Voya Stable Value Fund:

The conditions for withdrawals from the SVF are described in the SVF Disclosure Document and the group collective trust agreement. Unless otherwise permitted by the SVF, plan sponsor-initiated withdrawals may not be made sooner than 12 months from the date the SVF receives written notice of the request for withdrawal, as applicable. If this provision is invoked, access to balances in the SVF may be delayed.

Restriction on Plan Sponsor-Initiated Withdrawals from the Voya Stable Value Fund II:

The conditions for withdrawals from the SVF II are described in the SVF II Disclosure Document and the group collective trust agreement. Unless otherwise permitted by the SVF II, withdrawals deemed to be plan sponsor-initiated will be paid based on the lesser of the plan's book value or its share of the SVF II's market value. Unless otherwise permitted by the SVF II, plan sponsor-initiated withdrawals in connection with the plan's termination from participation in the SVF II require 60 days prior written notice to the SVF II.

PARTICIPANT RECORDKEEPING FEES

Asset-Based Service Fee

An annual Asset-Based Fee may be deducted from your account for recordkeeping and administrative services provided to your Plan. A pro-rata portion of the asset-based fee is calculated and deducted on a periodic basis (generally quarterly) from all applicable investment options, depending upon your Plan. This amount may vary by investment option, and this fee may be waived, reduced, or eliminated in certain circumstances. It will appear on your statements as a dollar amount, deducted from all applicable investment options.

Participant Service Fee

An annual Participant Service Fee, if applicable, may be deducted from your account on a periodic basis. The charge is for the recordkeeping and administration services to your Plan. We will deduct the charge from all accounts, proportionately from the value of your chosen investment options. Alternatively, your plan sponsor may elect to pay the charge on your behalf directly to the Company.

Installation Charge

The Plan may be subject to an Installation Charge. This one-time charge may be paid separately by your plan sponsor or may be fully or partially deducted from your account after the initial contribution to the Contract.

Recordkeeping fees can be found on the Performance Update and Fee Disclosure (if applicable).

The recordkeeping and administrative services the Company provides in connection with your employer's Plan include:

- Quarterly account statements;
- Tax reporting on distributions;
- Tax withholding;
- Required minimum distribution processing;
- Systematic withdrawal processing;
- Account Rebalancing;
- Asset allocation tools;
- Internet account and transaction capability;
- Telephone account capability;
- Customer service call center; and
- On-line financial calculators.

ADDITIONAL FEES

Fund Fees and Expenses

Each mutual fund deducts management fees from the amounts allocated to the fund. In addition, each fund deducts other expenses which may include service fees that may be used to compensate service providers, including the Company and its affiliates, for administrative and plan sponsor or participant services provided on behalf of the fund. Furthermore, certain funds deduct a distribution or 12b-1 fee, up to 1.00%, which is used to

finance any activity that is primarily intended to result in the sale of fund shares. Certain funds may also deduct redemption fees if fund shares are not held for a specified period. **To learn more about fund fees and expenses, the additional factors that can affect the value of a fund's shares and other important information about the funds, refer to the fund prospectuses, fee disclosure (if applicable) and the fund fact sheets, which can be obtained by contacting us at the telephone number or address shown in the "Questions: Contacting the Company" section at the end of this information booklet.**

Revenue from the Funds

The Company or its affiliates may receive compensation from each of the funds or the funds' affiliates. This revenue may include:

- A share of the management fee;
- Service fees;
- For certain share classes, 12b-1 fees; and
- Additional payments (sometimes referred to as revenue sharing).

12b-1 fees are used to compensate the Company and its affiliates for distribution related activity. Service fees and additional payments (sometimes collectively referred to as sub-accounting fees) help compensate the Company and its affiliates for administrative, recordkeeping or other services that we provide to the funds or the funds' affiliates.

The management fee, service fees and 12b-1 fees are deducted from fund assets. Any such fees deducted from fund assets are disclosed in the fund prospectuses. Additional payments, which are not deducted from fund assets and may be paid out of the legitimate profits of fund advisers and/or other fund affiliates, do not increase, directly or indirectly, fund fees and expenses, and we may use these additional payments to finance distribution.

The amount of revenue the Company may receive from each of the funds or from the funds' affiliates may be substantial, although the amount and types of revenue vary with respect to each of the funds offered through the Program. This revenue is one of several factors we consider when determining Program fees and charges and whether to offer a fund through the Program. The Company expects to earn a profit from this revenue to the extent it exceeds the Company's expenses, including the payment of sales compensation to our distributors. **Fund revenue is important to the Company's profitability and it is generally more profitable for us to offer, and we receive more revenue from, affiliated funds than unaffiliated funds.**

The Company may also receive additional compensation in the form of intercompany payments from an affiliated fund's investment adviser or the investment adviser's parent in order to allocate revenue and profits across the organization. The intercompany payments and other revenue received from affiliated funds provide the Company with a financial incentive to offer affiliated funds through the Contract rather than unaffiliated funds.

COMPENSATION AND RELATED EXPENSES

We may compensate one or more sales professionals for their services under the Program, which may include installing and servicing the Program by providing product explanations, and periodically reviewing participants' retirement needs and available investment options.

In some situations, the Company may pay sales professionals a flat dollar commission that may exceed the commission maximums. Sales professionals may receive all or a portion of compensation paid to their distributor, depending upon the firm's practices. The initial amount of commissions and annual payments paid to the sales professional will be disclosed in the written materials we provide to your plan sponsor at the point of sale. In some situations, the Company may employ sales professionals to perform enrollment and other services, and may pay these sales professionals a flat salary rather than a commission. We consider compensation-related expenses, as well as several other factors (such as the services provided, plan characteristics, and non-compensation related expenses), when determining the Asset Based Fee, Annual Participant Service Fee, Installation Charge and/or Fixed Account credited interest rates. No additional deductions are imposed on you or the plan sponsor for compensation related expenses. More detailed information is available from your plan sponsor, the Plan

administrator, and/or your local representative.

PAYMENT OPTIONS

Upon a distributable event, there are various distribution options for amounts invested through the Program that may be available to you.

Lump Sum Payment – We will pay a lump sum equal to all or any vested portion of your account value.

Systematic Distribution Options ("SDO") – The Company may offer one or more SDOs that allow for scheduled withdrawals from a participant account. SDO payments are available, where allowed by the Plan, to participants who meet certain minimum account value requirements under the Program. Age requirements may also apply.

We reserve the right to discontinue any SDO, and to change the terms of future elections of these options. Other options may be added in the future. Additional information on the available options can be provided upon request. Because SDO payments are not annuity options, the participant account remains in the accumulation phase under the Contract. This means that transfers among investment options continue to be available, charges continue to apply, and the lump sum payment and other payment options under the Plan continue to be available. Once elected, you may revoke SDO payments by submitting a revocation form to our Service Center. Contact your local representative or our Service Center to obtain the form. This revocation will apply only to amounts not yet paid. You should carefully assess your future income needs when considering the election of SDO payments. You should also consult your tax adviser prior to requesting the election of these options due to the potential for adverse tax consequences.

Annuity Payment Options – Annuitization options are available through the Contract for amounts allocated to the Fixed Account, and through the Stabilizer contract (if elected) for amounts allocated to the Stable Value Option, as may be applicable to your Plan. Annuitization options are not available for amounts allocated to the mutual fund investment options; however those amounts may be transferred to the Fixed Account or Stabilizer contract, as applicable, subject to equity wash restrictions as described above, before an annuitization option is elected. Annuitization options are not available for amounts allocated to the SVF. For more information about the annuitization options that may be available, please contact your local representative.

REQUIRED PAYMENTS

Generally, you must begin receiving periodic benefit payments by April 1 of the calendar year following the calendar year in which the Contract Holder attains age 73 (or such other age and time as prescribed by IRC section 401(a)(9)) or in the case of an employer-sponsored plan, April 1 of the calendar year following the calendar year in which the Contract Holder retires, whichever occurs later. You must request required payments in accordance with the minimum distribution requirements within the required timeframes, or you could be subject to IRS penalties.

SUM PAYABLE AT DEATH

The Plan's authorized representative will direct us to pay any death benefit, if available, to your designated Plan beneficiary in a lump sum.

CHANGES TO AND TERMINATION OF THE PROGRAM

The Company and your plan sponsor may terminate or change the Program at any time by written mutual agreement. The Program may also be changed to comply with federal or state law. We may also change certain provisions upon advance written notice and such changes may apply only for new participants and contributions made to accounts after the change is effective.

For the Fixed Account, any time after the completion of five contract years, and in accordance with the terms of

the Contract, we have the right to terminate the Contract by giving the plan sponsor a 90-day written notice to pay out the full value.

For the Stable Value Option Stabilizer contract only, your Plan may initiate a total or partial (for a specific group of participants) discontinuance by giving us a 30-day advance written notice. The Company may bring about the discontinuance to the Stabilizer contract by giving your Plan a 90-day advance written notice (30 days if the discontinuance is for a reason specified in the Contract). Your plan sponsor has the right to surrender the Stabilizer contract for the Contract value, subject to any adjustment that may apply under the terms of the Stabilizer contract. Upon contract termination, the Company will pay out the separate account balance in accordance with the terms of the Stabilizer contract. If your Plan or the Company initiates the Stabilizer discontinuance described above, the Company may refuse to accept deposits to the Contract. Any payments or transfers are subject to any limitations or restrictions that are in the Stabilizer contract.

SUSPENSION OF FINANCIAL TRANSACTIONS OR PAYMENT DELAY

In accordance with applicable federal securities laws and regulations, we reserve the right to suspend financial transactions or postpone payments during times when the following situations occur:

- The New York Stock Exchange ("NYSE") is closed or trading on the NYSE is restricted; or
- The U.S. Securities and Exchange Commission ("SEC") determines that a market emergency exists or restricts trading for the protection of investors.

The Company, under certain emergency conditions, may also defer any payment from the Fixed Account for a period of up to 6 months (unless not allowed by state law), or as provided by federal law.

FEDERAL TAX INFORMATION

Under federal tax law, qualified retirement Plan contributions and investment earnings are not taxable until they are distributed.[2] Taxation occurs when amounts are paid from the Program funding the Plan to participants (or their beneficiaries). The Program, including the Fixed contract, is not necessary for this favorable tax treatment. Federal tax rules limit contributions to and distributions from the Program:

- **Contributions** - In order to be excludable from gross income for federal income tax purposes, total annual contributions are limited by the Internal Revenue Code; and
- **Distributions** - Certain tax rules limit eligibility to distributions from the Program and dictate when minimum distributions must begin. We report the gross and taxable portions of all distributions to the IRS. Any taxable distributions are generally subject to withholding. Federal income tax withholding rates vary in accordance with the type of distribution and the recipient's tax status.

Note that there may be other circumstances that trigger taxability under the Plan, including, but not limited to, loan defaults. **You should consult with a tax and/or legal adviser about the effect of federal income tax laws, state tax laws or any other tax laws affecting the Program or any transactions involving the Program.**

IRS Circular 230 Disclosure: These materials are not intended to be used to avoid tax penalties, and were prepared to support the promotion or marketing of the matter addressed in this booklet.

Taxation of the Company

We are taxed as a life insurance company under the Tax Code. If an investment product utilizes the separate account, it should be noted that the separate account is not a separate entity from us. Therefore, it is not taxed separately as a "regulated investment company" but is taxed as part of the Company.

We automatically apply investment income and capital gains attributable to the separate account to increase

[2] After-tax contributions and applicable earnings from Roth sources, if available, will not be taxable provided they meet the qualified Roth distribution criteria.

reserves under the Contracts. Because of this, under existing federal tax law we believe that any such income and gains will not be taxed. Because we do not expect that we will incur any federal income tax liability attributable to the separate account we do not intend to make any provision for such taxes. However, changes in the tax laws and/or in their interpretation may result in our being taxed on income or gains attributable to the separate account. In this case we may impose a charge against a separate account (with respect to some or all of the Contracts) to set aside provisions to pay such taxes. We may deduct this amount from the separate account, including from your contract value invested in the subaccounts.

In calculating our corporate income tax liability, we may claim certain corporate income tax benefits associated with the investment company assets, including separate account assets, which are treated as Company assets under applicable income tax law. These benefits may reduce our overall corporate income tax liability. Under current law, such benefits include foreign tax credits and corporate dividends received deductions. We do not pass the tax benefits to the holders of the separate account because (i) the Contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include Company income taxes in the tax charges you pay under the Contract. We reserve the right to change these tax practices.

ANTI-MONEY LAUNDERING

In order to protect against the possible misuse of our products in money laundering or terrorist financing, we have adopted an anti-money laundering program satisfying the requirements of the USA PATRIOT Act and other current anti-money laundering laws. Among other things, this program requires us, our agents and customers to comply with certain procedures and standards that will allow us to verify the identity of the sponsoring organization and that contributions and loan repayments are not derived from improper sources.

Under our anti-money laundering program, we may require customers, and/or beneficiaries to provide sufficient evidence of identification, and we reserve the right to verify any information provided to us by accessing information databases maintained internally or by outside firms.

We may also refuse to accept certain forms of payments or loan repayments (traveler's cheques, cashier's checks, bank drafts, bank checks and treasurer's checks, for example) or restrict the amount of certain forms of payments or loan repayments (money orders totaling more than $5,000, for example). In addition, we may require information as to why a particular form of payment was used (third party checks, for example) and the source of the funds of such payment in order to determine whether or not we will accept it. Use of an unacceptable form of payment may result in us returning the payment to you.

Applicable laws designed to prevent terrorist financing and money laundering might, in certain circumstances, require us to block certain transactions until authorization is received from the appropriate regulator. We may also be required to provide additional information about you and your policy to government regulators.

Our anti-money laundering program is subject to change without notice to take account of changes in applicable laws or regulations and our ongoing assessment of our exposure to illegal activity.

ORDER PROCESSING

In certain circumstances, we may need to correct the pricing associated with an order that has been processed. In such circumstances, we may incur a loss or receive a gain depending upon the price of the fund when the order was executed and the price of the fund when the order is corrected. Losses may be covered from our assets and gains that may result from such order correction will be retained by us as additional compensation associated with order processing.

UNCLAIMED PROPERTY

Every state has some form of unclaimed property laws that impose varying legal and practical obligations on insurers and, indirectly, on contract owners, participants, insureds, beneficiaries and other payees of proceeds.

Unclaimed property laws generally provide for escheatment to the state of unclaimed proceeds under various circumstances.

Contract owners and participants are urged to keep their own, as well as their beneficiaries' and other payees', information up to date, including full names, postal and electronic media addresses, telephone numbers, dates of birth, and Social Security numbers. Such updates should be communicated to us at the toll free phone number found in your enrollment material.

CYBER SECURITY

Like others in our industry, we are subject to operational and information security risks resulting from "cyber-attacks", "hacking" or similar illegal or unauthorized intrusions into computer systems and networks. These risks include, among other things, the theft, misuse, corruption and destruction of data maintained online or digitally, denial of service attacks on websites and other operational disruption and unauthorized release of confidential customer information. Although we seek to limit our vulnerability to such risks through technological and other means and we rely on industry standard commercial technologies to maintain the security of our information systems, it is not possible to anticipate or prevent all potential forms of cyber-attack or to guarantee our ability to fully defend against all such attacks. In addition, due to the sensitive nature of much of the financial and similar personal information we maintain, we may be at particular risk for targeting.

Cyber-attacks affecting us, any third-party administrator, the underlying funds, intermediaries and other affiliated or third-party service providers may adversely affect us and your account value. For instance, cyber-attacks may interfere with our processing of contract transactions, including the processing of orders from our website or with the underlying funds, impact our ability to calculate Accumulation Unit Values, cause the release and possible destruction of confidential customer or business information, impede order processing, subject us and/or our service providers and intermediaries to regulatory fines and financial losses and/or cause reputational damage. Cyber security risks may also affect the issuers of securities in which the underlying funds invest, which may cause the funds underlying your contract to lose value. There can be no assurance that we or the underlying funds or our service providers will avoid losses affecting your contract that result from cyber-attacks or information security breaches in the future.

QUESTIONS: CONTACTING THE COMPANY

For answers to questions about the Program, to request additional information, including fund prospectuses, or to contact us for any other reason, please call:

- Plan Sponsors: Please call Plan Sponsor Services toll-free at 888-410-9482.
- Participants: Please call the Retirement Readiness Service Center toll-free at 800-584-6001.

Alternatively, please write us at:

Voya Retirement Insurance and Annuity Company
One Orange Way
Windsor, CT 06095-4774

APPENDIX A

Voya Fixed Account - 457/401 II

Payment of the Fixed Account Value upon Withdrawal Surrenders Initiated by the Plan Sponsor

On surrenders initiated by the plan sponsor for the purpose of removing the Fixed Account as an investment option for existing and/or future participants in the Plan, or for the purpose of terminating the Contract, the Company will pay the Fixed Account value withdrawn in one of the following two ways, as elected by the plan sponsor:

(a) In equal annual principal payments, with interest, over a period not to exceed 60 months.

In no event, will the interest rate be less than the minimum guaranteed interest rate shown on the Contract Schedule I.

(b) In a single payment, which has been adjusted by the Fixed Account Market Value Adjustment ("MVA"). To determine the single payment amount, the sum of the amount withdrawn from the Fixed Account is multiplied by the MVA as described below.

The Fixed Account MVA is calculated as follows:

$$MVA = 1 + \left[\frac{(P_1 + P_2 + \ldots + P_{120})}{120} - 1 \right] \times \text{Phase-In Factor}$$

Where: P_t equals $(1 + m_t)(1 + m_{t+1}) \ldots (1 + m_{120})$

m_t is the monthly price return for month t of the weighted average of certain indices as set forth in the Customized Index Composition below (if unavailable a similar service will be utilized) with months being defined as adjacent 30 day periods ending with the valuation date we receive the withdrawal request in good order at our Home Office.

t = 1 represents the 30 day period which is 120 periods prior to the valuation date of the withdrawal, and

t = 2 represents the 30 day period which is 119 periods prior to the valuation date of the withdrawal, and

t = 120 represents the 30 day period immediately prior to the valuation date of the withdrawal.

Phase-In Factor is the percentage determined based on the table below:

Contract Year	Phase-In Factor
1	20%
2	60%
3	100%
4	100%
5+	100%

Notwithstanding the foregoing, if the Contract was established in connection with a conversion from another of the Company's general account contracts or policies, the Phase-In Factor shall be equal to 100%, regardless of the Contract Year during which such payment is made.

Customized Index Composition

Index	Customized Index Percentage
Bloomberg US Corporate Bond Index*	50%
Bloomberg US Mortgage Backed Securities (MBS) Index*	20%
Bloomberg US CMBS: ERISA Eligible Index*	25%
Bloomberg US Agg ABS Total Return Value Unhedged USD Index*	5%

*These Bloomberg indices were formerly known as Barclays and Bloomberg Barclays indices.

APPENDIX B

Market Value Adjustment - Fixed Account B

Payment of the Fixed Account Value upon Withdrawal Surrenders Initiated by the Plan Sponsor

On full or partial surrenders under the Contract, an MVA will be applied to the Fixed Account portion of a participant's account unless the plan sponsor elects to have the surrendered amount paid out, with interest, over a period not to exceed 60 months. An MVA will not apply to any withdrawal taken as a benefit payment, as defined earlier in this booklet.

The Fixed Account MVA is calculated as follows:

$$\text{Fixed Account MVA factor} = \left(\frac{P_1 + P_2 + \ldots + P_n}{n} \right)$$

Where:

- n equals the number of months, truncated to the nearest whole number, defined as adjacent 30 day periods ending with the end of the month prior to the Valuation Date (for market value adjustment purposes) of Surrender, between the Valuation Date of Surrender and the date of the first Contribution or transfer to the Fixed Account, not to exceed 72.
- P_t equals $(1 + m_t)(1 + m_{t+1}) \ldots (1 + m_n)$.
- m_t is the monthly price return for month t of the weighted average of certain Bloomberg Fixed Income Indices as defined below (if unavailable a similar service will be utilized).
- t = 1 represents the 30 day period which is n periods prior to the Valuation Date of Surrender, and
- t = 2 represents the 30 day period which is n-1 periods prior to the Valuation Date of Surrender, and
- t = n represents the 30 day period ending the end of the month immediately prior to the Valuation Date of Surrender.

Index	Customized Index Percentage
Bloomberg US Corporate Bond Index	40%
JP Morgan Collateralized Loan Obligation A-Rated Index	35%
Bloomberg US Corporate High Yield Index	10%
Bloomberg US Agg ABS Total Return Value Unhedged USD Index	15%

RESET FORM

PLAN SPONSOR WEB SITE
PLAN PRIMARY CONTACT DESIGNATION

Voya Retirement Insurance and Annuity Company ("VRIAC")
Voya Institutional Plan Services, LLC ("VIPS")
Members of the Voya® family of companies
PO Box 990063 Hartford, CT 06199-0063
Fax: 800-643-8143

CLIENT PRIMARY CONTACT INFORMATION

Plan Name Brazoria County Deferred Compensation Plan Plan Number 664895

Contact Name Courtney Lucek Title Payroll Manager

E-mail Address clucek@brazoriacountytx.gov Administrator Phone (979) 864-1810

☑ Please check here to indicate if the prior Plan Primary Contact will continue to require access to the Sponsor Web site. If no indication is made, access will be suspended.

The designation of PRIMARY CONTACT defines the individual's role as the person at your organization who is authorized to control the Voya Sponsor Web site's "Access Authorization" feature and make changes to "Mail Delivery Preferences" for your retirement plan. The Access Authorization feature will allow the Primary Contact to assign and control other individuals' access to the Voya Sponsor Web site. Additionally, the Primary Contact will determine and authenticate the specific permission of various functionalities and ability to view and/or update confidential customer information as indicated by the access selected, within the Web site for each authorized individual. The Primary Contact will be responsible for the individuals that he/she has authorized and the level of permissions assigned to each of those individuals.

The following chart illustrates the various permissions and associated functionalities.

Access Type	Permission	Functionality
Plan	Yes	User has ability to view plan level financials (assets, plan balance), usage reports, publications, forms and other plan related information as well as set/change mail delivery preferences.
Participant	Yes	User has ability to view all participants in a plan and their account information, including access to Voya's participant website. User also has access to view participant level reports, including actionable reports. These users will receive e-mail notification when actionable reports are generated. ☐ Check here to opt out of user e-mail notification when an actionable report is generated.
Payroll	Yes	User has the ability to submit contribution and other files for processing. User can also access payroll feedback file/reports. If applicable, with the Payroll Administration tool a user can also enroll eligible participants and update participant demographic data.
Administrative Rights	Yes	User has the ability to authorize and control access of other users to the Voya Plan Sponsor Web site.
Distribution Management	Approver	User has the ability to approve loan and/or withdrawal requests participants initiate online or through Customer Service. All participant loan and/or withdrawal requests must be approved online.
ERISA Services	Yes	User has the access to annual compliance information and packages, compliance test results and 5500 filings.
REA/EASE	Yes	User authorizes/controls access to the plan's REA/EASE account when applicable.

FIDUCIARY AUTHORIZED SIGNATURE *(Form will not be processed without Fiduciary signature.)*

I understand that as the Fiduciary, I am responsible for assigning, monitoring and periodically reviewing the appropriateness of the above functionality and permissions to access, approve and/or update highly confidential plan and participant information. In addition, I am responsible for all users established with the administrative rights by the Primary Contact. I certify that I am authorized to make these decisions and hereby authorize Voya to take the requested actions.

Fiduciary Name *(Please print.)* Frank Lenior

Fiduciary Signature _____ Date *(mm/dd/yyyy)* _____

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Fiduciary Name *(Please print.)* Frank Lenior

Fiduciary Signature _____ Date *(mm/dd/yyyy)* _____

Voya Retirement Advisors, LLC
Disclosure Statement

One Orange Way
Windsor, CT 06095

Form ADV, Part 2A Brochure

Updated

March 12, 2025

This brochure provides information about the qualifications and business practices of Voya Retirement Advisors, LLC, an investment advisor registered with the United States Securities and Exchange Commission ("SEC"). If you have any questions about the contents of this brochure, please contact us by calling 877-814-0808. The information in this brochure has not been approved or verified by the SEC or by any state securities authority.

Any reference to or use of the terms "registered investment adviser" or "registered," does not imply that Voya Retirement Advisors, LLC or any person associated with Voya Retirement Advisors, LLC has achieved a certain level of skill or training.

Additional information about Voya Retirement Advisors, LLC also is available on the Securities and Exchange Commission ("SEC") website at **www.adviserinfo.sec.gov**. You can search this site by a unique identifying number, known as a CRD number. VRA's CRD number is 3989.

Item 2 MATERIAL CHANGES

The following summarizes the material changes made to VRA's Brochure since March 15, 2024 and March 13, 2024:

1) Item 4 – Advisory Business – description of the service features offered by VRA through its Investment Advisor Representatives and services powered by Edelman Financial Engines have been clarified.
2) Item 4 – Advisory Business – updates Retirement Evaluation service to include frequency of communications and ways to access.
3) Item 4 – Advisory Business – adds an explanation of the Total Portfolio Advice feature provided through the Online Advice program.
4) Item 4 – Advisory Business – adds explanation of duties required by ERISA and recommendations under OA program.
5) Item 4 – Advisory Business – updates Professional Management program to include an explanation of discretionary activity that can occur as a result of enrolling in the program.
6) Item 4 – Advisory Business – adds explanation of the methodology used to generate investment recommendations.
7) Item 4 – Advisory Business - Assets Under Management – updated to reflect the 12/31/2024 balance.
8) Item 5 – Fees and Compensation - clarified fees for assets held in multiple accounts for VRA powered by Morningstar clients.

Additional Non-Material Changes

Further non-material changes to VRA's Brochure include clarifications regarding VRA's business practices, grammatical changes, additional edits to improve clarity, and to remove descriptions of services and programs that VRA no longer offers and/or for which there are no active clients.

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Item 4 ADVISORY BUSINESS

Description of Advisory Firm

Established in 2000, Voya Retirement Advisors, LLC ("VRA," "we," or "us") is a federally registered investment adviser. It is a direct wholly owned subsidiary of Voya Retirement Insurance and Annuity Company, which, in turn, is wholly owned by Voya Holdings Inc., which is owned by Voya Financial, Inc. VRA's primary business is acting as a Registered Investment Advisor and spends less than 5% of its time engaged in related activities.

VRA provides investment advisory services to retirement plan participants. The services VRA provides are elective, additional services adopted by the plan sponsor and made available to plan participants where its affiliates, Voya Institutional Plan Services, LLC and Voya Retirement Insurance and Annuity Company act as administrators and record-keepers to the retirement plan.

VRA cannot and does not guarantee future financial results or the achievement of your financial goals through implementation of any advice or recommendations provided to you. VRA does not monitor the day-to-day performance of your specific investments.

Services Offered with Edelman Financial Engines

VRA provides education, guidance, and advisory services online, via telephone and in-person through its Investment Advisor Representatives ("Advisor"). Participants in plans which offer VRA's services powered by Edelman Financial Engines, LLC can receive point-in-time, fund-specific advice at no cost online or through an Advisor (herein, "Online Advice"). Participants may also elect the Professional Management service, in which VRA regularly reviews and reallocates participants' accounts on an ongoing basis for a fee. The Professional Management service also includes an optional income focused supplemental component Income Beyond Retirement ("IBR").

Each service listed above relies upon the investment options the plan sponsor selected for the plan and the investment methodology and computer programs (the "Workstation") of Financial Engines Advisors ("FEA"), an unaffiliated registered investment advisor. The investment options are selected by the plan sponsor and made available to plan-participants for self-directed investing or as the underlying investment options upon which the Workstation leverages to generate advice recommendations. The Workstation generates financial analysis, asset allocation and investment recommendations relevant to retirement planning. Additional information on these services follows.

Retirement Evaluation

You can request a Retirement Evaluation ("RE") electronically or printed, providing an assessment of your current savings and/or investment decisions relative to your retirement plan account. The RE is designed to communicate some or all of the following information:

- a summary of the current value of your plan account;
- a forecast of how much the plan account investments, and other investments that you submit for analysis, might be worth at retirement;
- whether a change is recommended to your current contribution rate, risk and diversification, unrestricted company stock holdings, if applicable, or investment style and allocation;
- investment proposals; and

a projection of how much annual income can be anticipated at retirement, based on how much the plan account plus Social Security and certain other benefit accounts could provide. This projection is based on information provided and/or verified by you to the Advisor during your discussion and is not a guarantee of future results and can and will change over time.

VRA may send you a RE on an annual basis as part of your plan's communication strategy. You can also request an updated RE at any time by contacting an Advisor or accessing the advice service online, through your retirement plan's landing page.

Online Advice

If you prefer to receive point-in-time investment advice using a self-service and self-implementation approach without the help of an Advisor, you can access the Online Advice program ("OA") directly via the internet or obtain recommendations from an Advisor. OA is an online investment advice service provided by FEA, which is an independent investment advisor. FEA is a wholly owned subsidiary of Financial Engines, Inc. and serves as a sub-advisor to VRA. OA is a computer model and

incorporates financial analysis and asset allocation methods consistent with FEA guidelines and generally accepted financial planning and asset allocation principles. OA is based on a point-in-time analysis and is not an ongoing management service. This program is designed to:

- assist you in setting retirement goals;
- provide goal-appropriate saving and investment recommendations;
- help you monitor your retirement account; and
- permit you to perform "what-if" modeling.

The OA program will provide specific investment allocation recommendations among the funds made available in your employer's retirement plan. You may also elect to receive fund-specific recommendations on your outside accounts through the Total Portfolio Advice feature. Participants are responsible for the implementation of these recommendations. VRA does not have discretionary authority over outside accounts and does not provide ongoing management of the assets held in those accounts. These recommendations are not an endorsement of any particular investment.

OA will also generate an estimate of the likelihood of you reaching your retirement goals. This estimate is based on information provided and/or verified by you and is not a guarantee of future results and can and will change over time.

For the purposes of this program, VRA shall act as an "investment advisor" as defined under Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This means that VRA provides fund-specific recommendations based on the information provided and The OA program does not include continued monitoring of the investment advice provided for your account. You must implement the recommendations received and revisit the OA site in order to update your information and receive updated recommendations. You maintain full control of your account and are under no obligation to implement the recommendations received. The OA program does not include continued monitoring of the investment advice provided for your account(s).

Professional Management

In retirement plan accounts of certain plan sponsors, we provide an optional managed account program called Professional Management ("PM"). For purposes of this program, VRA shall act as an "investment manager" as defined under Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This means that VRA implements its investment recommendations and may make changes designed to keep your savings rate and investment allocation aligned with your goals. To learn if this program is available to you, you may either call us to speak with an Advisor or read your plan's fact sheet.

VRA recommendations consider your current savings, number of years to your assumed retirement age and a personalized level of risk. PM output is delivered by Advisors who are contacted by calling your plan's toll-free information line. Alternatively, you have the ability to enroll in the PM service through your employer sponsored plan website. You will also be provided a Welcome kit with an assessment of your current investment risk and forecast of your probability of achieving your retirement goal upon your enrollment in the PM program, whether enrollment occurs online, by phone or paper. The investment transactions are then transmitted to your plan's record- keeper and implemented on your behalf.

If you enroll in the PM program, you authorize VRA to provide discretionary ongoing management of your retirement plan account(s) which would include a personalized combination of the following actions with the objective of achieving your retirement goals: automatically increasing your contributions, rebalancing and/or re-optimizing and updating your investment allocation and adjusting your allocation overtime based on your changing retirement time horizon. Rebalancing and re-optimization occur periodically, but no less frequently than annually.

About our Advice

VRA relies on FEA's methodology to generate investment recommendations. The methodology considers your current savings, number of years to your assumed retirement age and your preferred level of risk. Other holdings, certain pensions and other preferences may further customize the recommendations provided to you.

Central to the delivery of PM is the Advisor's use of the advice workstation. Information about your retirement plan account that is provided from your plan's record-keeper and the fact finding and goal defining conversation between you and the advisor is input into the workstation. Based upon your responses during the interview and the data and information you provide to an Advisor, the advisor provides a forecast of the probability of achieving your desired retirement income goal(s),

which is based exclusively on the output of the advice workstation. The workstation relies on the proprietary methodology developed and maintained by FEA to create target allocations and forecasts for participants.

The forecasts generated by the advice workstation focus on a personalized analysis and are designed to answer the following questions:

- What is the chance that I might reach my retirement goal(s)?
- How much value might I lose over the next year?
- What is the range of income I might expect in retirement?
- How much might my portfolio be worth at retirement?

The forecasted retirement income is based on income provided by the following sources:

- Your retirement accounts (including individual retirement plan accounts and other accounts designated for retirement);
- your pension;
- Social Security estimates; and
- other sources of retirement-designated income.

The advisor also solicits responses from you regarding your tolerance for risk or loss (in percentage and/or dollar terms) and consequences of financial transactions (for example, withdrawals and outflows). The objective of this process is to provide a personalized asset allocation and personalized retirement savings strategy. The result is a personalized, inflation-adjusted retirement income forecast.

VRA uses the forecasts described above to offer strategies designed to help improve your understanding of, and ability to achieve your retirement goal(s). For example, if the illustrations show a shortfall of retirement income (as compared to your expected needs), one or a combination of the following actions would be discussed:

- increase contributions to the retirement plan account;
- change investment mix;
- retire later or supplement your income during retirement; and
- reduce retirement income expectations.

Making adjustments to your current savings, investments and portfolio risk can have a significant impact on the probability of achieving your retirement goal(s). Your advisor will model assumed changes to savings rates and investment allocations and communicate the results to you during the course of your conversation. This approach is designed to help you understand how actions such as reallocating investments or increasing your savings may improve your chances to achieve your retirement goal(s).

Income Beyond Retirement Program and Planning Tool

Participants age 55 or older and within 7 years of retirement can elect to focus all or a portion of their investment allocation on an income-generating strategy, referred to herein as the “income objective”. Participants are presented with an online planning tool that allows them to evaluate the impact of assigning different portions of their investment allocation to the “income” and standard “growth” objectives on retirement income payouts. Participants may choose to implement the output from the tool on their own at no cost or enroll in PM with the Income Beyond Retirement (“IBR”) feature for a fee and have their strategy implemented and monitored monthly, with the option for VRA to manage recurring payouts.

The Income Beyond Retirement feature of Professional Management provides you with a customized investment allocation that combines both the standard “growth” objective and “income” objective with optional payout capabilities and the ability to generate lifetime income from your retirement account(s). You can work with an Advisor to further customize your plan by including other household investments, retirement benefits, and/or exploring different retirement dates. You maintain full access to the funds in your account subject to restrictions related to your specific investments and/or retirement plan.

You have the option to work with an Advisor to further customize your plan by including other household investments, retirement benefits, and/or exploring different retirement dates. Once in or near retirement, your account transitions to your target investment mix with the option to generate payments from the” income” and/or “growth” components of your account

Optional monthly income payouts:

- Are set on an annual basis and subject to market conditions

- Balances grow with capital preservation
- Can last for life (with optional out-of-plan annuity purchase)
- Can go up with market appreciation
- Are flexible, and can be started or stopped at any time

You maintain full access to the funds within your account subject to restrictions related to your specific investments and/or retirement plan. At every stage of retirement, you have unlimited access to an Advisor to help answer questions and refine your retirement plan.

The following additional terms apply to the IBR feature and form a part of the terms and conditions. Unless otherwise specified, the terms used have the same meaning as in the Fact Sheet, Advisory Services Agreement, and elsewhere in this ADV.

Investment Strategy for the Income portion of your account:
With the IBR feature, a portion of your account will be allocated to the "income" objective. In the "income" objective, we design your investment strategy for the managed Plan accounts with a primary goal of seeking to generate income in retirement. In managing your accounts and determining the amount of income you could receive in retirement from the Plan accounts assets (see "Distributions and Payouts"), we also designate a portion of your accounts to increase the likelihood that you are able to make an optional annuity purchase for a lifetime income guarantee. IBR allows Participants additional flexibility to designate all or a portion of their account(s) to the income objective, with the remainder managed to the standard growth-oriented objective. Income Beyond Retirement can facilitate steady payouts, at a Participant's request.

Activation and Removal of the IBR feature:
In order to be eligible for the IBR feature, you must: 1) be a Program member and a participant in a Plan offering this feature; 2) meet then-current eligibility requirements for the Program (as described in the terms and conditions); and 3) meet then-current eligibility requirements for the feature (currently age 55 or older and within 7 years of retirement). We reserve the right to change eligibility requirements for the IBR feature at any time without notice.

If you no longer meet the eligibility requirements, the IBR feature will be removed from your account(s). This would occur for a number of reasons, including but not limited to the following: personal account eligibility status changes; or changes in your Provider's or Plan's eligibility for and ability to support the IBR feature (changes to Plan provisions or the fund lineup, for instance). You have the ability to request to remove the IBR feature at any time without penalty by contacting an Advisor during business hours.

When the IBR feature is removed, you will continue to remain enrolled in the PM program for the applicable managed Plan accounts until you request to cancel.
If you remove the IBR feature but remain enrolled in the Program, you will receive an updated Retirement Plan if your investment strategy is changed; otherwise, we will continue to manage your account based on the assumptions indicated in the communications we send to you. After the IBR feature is removed, you must contact VRA in order to request distributions from your accounts. If the IBR feature is activated or removed for any of your managed Plan accounts, it will also be activated or removed for all of your other managed Plan accounts.

Delegation of Authority:
In addition to the authority delegated to VRA for the Program, if you decide to request any distributions from your accounts through the IBR feature, you delegate to VRA all powers, duties and responsibilities necessary to effectuate any requested distributions, including without limitation the power for VRA to specify the time and amount of distributions, to instruct Provider and other parties as needed to process distribution requests, and to provide such consents as may be required for making distributions.

Distributions and Payouts:
Plan distributions (sometimes also referred to as "plan withdrawals" or "plan payments") are withdrawals from Plan accounts. The IBR feature includes an option for you to request recurring distributions from your managed Plan account through ("Distributions and Payouts") or non-recurring distributions from those accounts (collectively, "distributions"). All distributions under this program are withdrawn from the assets in your managed Plan account.

Non-Managed Assets:

If you are enrolled in IBR and/or you've requested recurring distributions, we do not consider any assets that are not managed by us.

Your Representations. By requesting a distribution, you are representing that you are legally authorized to request such distributions from the specified accounts and that you have obtained any additional consents from third parties as may be required under Plan provisions or other applicable law.

Transition Period: If you activate the IBR feature and start Payouts, we shorten or remove your transition period as appropriate and issue Account Directions to move your Plan account directly towards an allocation target as appropriate for your investment strategy and Payout request. This may mean significant changes to your account allocation during a short period of time, including the sale of Company Stock, and may result in incurring various fees, such as fund redemption fees.

Types of Distribution**:**

Payouts: You can request to start or terminate Payouts from your accounts that are activated with the IBR feature. You may request the form of such distribution (for instance, by check to your primary mailing address on file with the Provider or by direct deposit to an account you have specified to the Provider) Unless you have specified otherwise, the Payout will be sent as a check to your primary mailing address on file.

In order to start Payouts for your account, the IBR feature must be activated and you must also meet then- current Payout eligibility requirements. If eligible, you can request to start Payouts by calling us. We reserve the right to change Payout eligibility requirements at any time without notice.

You understand that by requesting to start Payouts, you are authorizing a recurring distribution from your account at the frequency (typically monthly) and in the manner you've agreed to and for such amounts as VRA may specify. You also understand that if you request to start Payouts through the IBR feature, we may change or cancel any existing recurring distributions (such as installments) from your Plan account. After starting Payouts, you should contact VRA to request any additional distributions. If you process a distribution from your account without contacting VRA, we will discontinue your recurring payouts.

When Payouts start, we provide you with information on the estimated dates and amounts of future planned Payouts. Although we manage your account to seek to provide steady Payouts, future Payout amounts are not guaranteed and have the possibility of declining due to various factors, including but not limited to material changes in market conditions and changes to your Plan account balance such as due to additional distributions. Your future planned Payout amounts assume continued enrollment in the Program, receiving Payouts from accounts activated with the feature, and are based in part on current market conditions and on your manageable current account balance(s), which include unvested dollars and not reflect recent distributions you have taken.

Payouts are not guaranteed to last throughout your retirement or your lifetime.

The timing of the first Payout depends on system cycles and other factors that impact the ability of VRA, the Provider, and any necessary third parties (such as custodians) to process the request. Please allow sufficient time for processing and contact us if you haven't received your first distribution after 8 weeks.

We will terminate payouts from your account for the following reasons, including but not limited to personal account eligibility status changes; you process a distribution without consultation with an Advisor, changes in your Provider's or Plan's eligibility for and ability to support Payouts. You can also request to terminate Payouts, and any cancellable Payouts may be terminated after your request has been processed by us and by the Provider, typically after a business day. Note that some recurring distributions may not be cancellable due to the timing of Payout processing. If you terminate Payouts and then restart them at a later time, we will reassess your new Payout amounts, which may be less than your previous Payout amounts.

After Payouts are terminated, your accounts will remain activated for the IBR feature and enrolled in the Program until you request to remove the IBR feature or cancel from the Program. In addition, after the termination of Payouts, you must contact your Provider directly in order to request distributions. Your Payout status will apply to all of your managed Plan accounts. Therefore, if Payouts are terminated for any of your managed Plan accounts, Payouts will also be terminated for all of your managed Plan accounts.

Additional Distributions: You can also request a non-recurring distribution from your accounts that are activated with the IBR feature by calling your plan's information line and speaking with an Advisor. Additional distributions may decrease the amount of Payouts.

Note: If you process an additional distribution without consulting with an Advisor, your scheduled payouts will be discontinued.

After making a distribution request, please allow sufficient time for processing and contact us if you haven't received your distribution after two weeks.

You can request to cancel a distribution request, and any cancellable distributions will terminate after your request has been processed by us and by the Provider, typically after a business day. Note that some distributions may not be cancellable due to the timing of the distribution processing.

Tax: Distributions may have tax consequences. You acknowledge that in connection with any distributions, where applicable, you have received and reviewed a copy of the required tax notice about plan distributions and that a copy of such notice may also be requested by contacting your Provider. Actual distributions received will be reduced by any applicable federal and state tax withholdings and other expenses, including Provider fees.

Distributions made before age 59 ½ may be subject to early withdrawal penalties under the Internal Revenue Code. Please consult your tax advisor for more information. Payouts may meet the annual minimum distribution amount required under applicable Internal Revenue Service regulations but are not guaranteed to do so. VRA does not ensure compliance with required minimum distributions. Your Provider may make additional distributions from your account in order to satisfy required minimum distributions.

Services Offered with Morningstar Investment Management

VRA offers two advisory programs with Morningstar Investment Management, collectively referred to as "VRA powered by Morningstar". One advisory program is a point in time investment recommendation advice (Online Advice), the second is a discretionary fee-based ongoing advice service (Professional Management).

Each program relies upon the investment options the plan sponsor selected for the plan and the investment methodology and computer programs (the "Workstation") of Morningstar Investment Management ("Morningstar"), an independent financial expert/sub-adviser and a wholly owned subsidiary of Morningstar, Inc. The investment options are selected by the plan sponsor and made available to plan-participants for self-directed investing or as the underlying investment options upon which the Workstation leverages to generate advice recommendations. The Workstation generates financial analysis, asset allocation and investment recommendations relevant to retirement planning.

VRA provides advisory services online and via through its Investment Advisor Representatives ("Advisor")

VRA offers individualized participant investment advice and account management services (the "Program") called Online Advice ("OA") and Professional Management ("PM") services to certain retirement plan participants. The OA is an investment advisory tool participants can access and use online to receive a point-in-time asset allocation recommendation on their account. PM is a discretionary managed account program where participants can enroll (online, via an enrollment form or via an Advisor) and receive ongoing advice to their account, including updated investment recommendations and allocation changes. For additional information on the "OA" and "PM" programs see below.

Online Advice

If you prefer to receive point-in-time investment advice using a self-service and self-implementation approach without the help of an Advisor, you can access the OA program directly via the internet. OA is an online investment advice service provided by Morningstar. OA is a computer model and incorporates financial analysis and asset allocation methods consistent with Morningstar guidelines and generally accepted financial planning and asset allocation principles. OA is based on a point-in-time analysis and is not an ongoing management service. This program is designed to:

- assist you in setting retirement goals;
- provide goal-appropriate saving and investment recommendations;
- help you monitor your retirement account; and

- permit you to perform “what-if” modeling.

The OA program will provide specific investment allocation recommendations among the funds made available in the participant’s retirement plan by the plan sponsor. These recommendations are not an endorsement of any particular investment.

OA will also generate an estimate of the likelihood of the participant reaching their retirement goals. This estimate is based on information provided and/or verified by the participant and is not a guarantee of future results and can and will change over time.

The OA program does not include continued monitoring of the investment advice provided for the participant’s account. Participants must implement the recommendations received themselves and revisit the OA site in order to update their information and receive updated recommendations. Participants maintain full control of their account and are under no obligation to implement the recommendations received.

Professional Management

In retirement plan accounts of certain plan participants, we provide an optional managed account program called Professional Management (“PM”). For purposes of this program, VRA shall act as an “investment manager” as defined under Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). This means that VRA implements its investment recommendations and may make changes designed to keep your savings rate and investment allocation aligned with your goals. To learn if this program is available to you, you may either call us to speak with an Advisor or read your plan’s fact sheet.

VRA recommendations consider your current savings and number of years to your assumed retirement age along with a number of other inputs. PM output is delivered by Advisors who are contacted by calling your plan’s toll-free information line. Alternatively, you have the ability to enroll in the PM service through your employer sponsored plan website.

Central to the delivery of PM is the Advisor’s use of the advice workstation The workstation relies on the proprietary methodology developed and maintained by Morningstar to create target allocations and forecasts for participants.

The forecasts generated by the advice workstation focus on a personalized analysis and are designed to answer the following questions:

- What is the chance that I might reach my retirement goal(s)?
- What is the range of income I might expect in retirement?
- How much might my portfolio be worth at retirement?

The forecasted retirement income is based on income provided by the following sources:

- Your retirement accounts (including individual retirement plan accounts and other accounts designated for retirement);
- Your pension;
- Social Security estimates; and
- other sources of retirement-designated income.

The objective of this process is to provide a personalized asset allocation and personalized retirement savings strategy. The result is a personalized, inflation-adjusted retirement income forecast.

VRA uses the forecasts described above to offer strategies designed to help improve your understanding of, and ability to achieve your retirement goal(s). For example, if the illustrations show a shortfall of retirement income (as compared to your expected needs), one or a combination of the following actions would be discussed:

- increase contributions to the retirement plan account;
- change investment mix;
- retire later or supplement your income during retirement; and
- reduce retirement income expectations.

If you elect to enroll in the PM program through an Advisor, the Advisor will model assumed changes to savings rates and investment allocations and communicate the results to you during the course of your conversation. This approach is designed to help you understand how actions such as reallocating investments or increasing your savings may improve your

chances to achieve your retirement goal(s).

If you enroll in the PM program, you authorize VRA to provide discretionary ongoing management of your retirement plan account(s) which would include a personalized combination of the following actions with the objective of achieving your retirement goals: rebalancing, updating your investment allocation and adjusting your allocation overtime based on your changing retirement time horizon. Rebalancing and re-optimization occur quarterly.

Income Secure

Income Secure is a feature offered through both OA and PM, where Participants age 50 and older and within 5 years of their retirement age are presented with an annual spending plan for the duration of their retirement. The spending plan includes a detailed overview of the income sources that comprise their annual income so they know how much to consider withdrawing each year from their accounts. Pre-retirees (within one year of default retirement age of 65 or user-selected retirement age) and retirees also have access to a user interface specifically designed to provide a more tailored and insightful planning experience.

Assets Under Management

As of 12/31/2024, VRA managed $ 30,885,140,490.00 in total assets on a discretionary basis in the Professional Management program. VRA does not manage assets on a non-discretionary basis.

Item 5 FEES AND COMPENSATION

VRA earns revenue from platform fees (applicable to services offered under the Edelman Financial Engines program only) and PM program asset-based fees. The platform fee is a per participant fixed dollar fee annual charge that is negotiated between plan sponsors and VRA. The fee can range from zero to $6.00 annually. When assessed, the platform fee is invoiced based on the number of participants in the plan. The platform fee is not conditional on the use of services. The fee is to offset expenses of establishing and maintaining a professionally staffed, computer-based investment advisory offering.

The PM program fee is the asset-based fee for ongoing Professional Management program services. The fee can be a single flat tier or a multi-tier-based model where the incremental fee amount will reduce as the participant account balance reaches plan sponsor negotiated breakpoints. The PM fees vary by plan as do the asset level breakpoints and are considered confidential trade secrets. The PM fee does not exceed 0.60% for the lowest asset level breakpoint annually. VRA provides plan specific platform fee, PM program asset-based fee and asset level break point information in custom service description communications. These service description communications are available to all plan participants as part of the plan's rollout of VRA services. Additionally, service description communications are provided as part of the PM program welcome kit.

Please read your plan's service description communications to learn about the specific fees for your plan. In addition to the delivery methods identified above, you can get a fact sheet by calling your plan's information line and by asking to speak with an Advisor or by accessing the OA or PM web site for your plan.

Funds or plan investments may charge expenses and fees that are in addition to the VRA advisory fee. Please refer to the prospectus, fund fact sheet or other fund description for information regarding fees that apply to the funds.

There is no additional cost or obligation for using the OA services either online or through the plan's toll-free information line and speaking with Advisor.

If you enroll in the PM program, fees will be deducted from your retirement plan account on a monthly or quarterly basis. Fees are paid in arrears and begin as of the first day of the month or quarter you enroll regardless of what day of the period you enroll. Participant fees are customized for each plan separately based upon several plan factors as well as the individual participant account balance. The fee is calculated at each calendar month or quarter end, based on the period ending value, and is assessed within fifteen days after the end of such time period. VRA will deduct the fee from your account automatically.

If a participant enrolls in multiple PM program accounts with the same plan sponsor, the value of the accounts will be combined for the purpose of assessing total advisory fees. Please contact an Advisor for more details specific to your plan.

Within the EFE Service, the IBR feature is available at no additional cost to eligible PM enrolled participants. This feature is

not available through all plans offering the PM program and is not offered through Morningstar. Also, Morningstar does not consolidate assets held in multiple accounts for fee purposes.

In addition to a fixed base salary, Advisors are eligible to receive a monthly bonus tied to Voya's achievement of corporate performance measurements. The Advisors' individual bonus allocation is based on several factors including service quality, customer satisfaction, activity levels and improving participant outcomes aligned to the best interest of our customers. The compensation program for Advisors does not include any product or service enrollment, Assets Under Management, or other sales related targets. Advisor compensation is primarily base salary with an opportunity to earn an annual bonus based on Voya achieving corporate performance measurements. The annual incentive payout is based on both individual performance factors and Voya achieving corporate performance measurements. VRA and Voya affiliates may offer incentive programs through which VRA's IARs are eligible to receive awards.

VRA's services described herein are provided in accordance with the guidance issued under Department of Labor Advisory Opinion 2001-09A.

Item 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

VRA does not charge and does not receive performance-based fees.

Item 7 TYPES OF CLIENTS

VRA provides investment advice to individuals with retirement plan accounts where its affiliates, Voya Retirement Insurance and Annuity Company and Voya Institutional Plan Services, LLC act as administrator and record-keeper to the retirement plan.

Item 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

All recommendations made to you through VRA regarding specific allocations are based on the output from the advice workstation and are delivered by an Advisor by telephone, through paper reports and/or online via the internet.

The advice workstation is the computer program and investment methodology provided by FEA or Morningstar. The advice workstation program incorporates financial analysis and asset allocation methods consistent with FEA or Morningstar guidelines and generally accepted financial planning and asset allocation principles. These include discounted cash flow and annuity forecasts, mean variance optimization, and style analysis. The advice workstation is used to perform the following:

- information gathering and goal setting;
- financial forecasting; and
- providing investment advice recommendations

The use of the advice workstation requires entry of personal information such as date of birth, income, retirement age and income goals, sources of retirement income such as pensions and Social Security, and specific investments and investment options.

The financial forecasts are a simulation of hypothetical economic scenarios based upon analysis of historic returns, volatility, cross-correlation, and other factors. Of course, for any of these factors, past performance is not an indication of future performance. The software creates thousands of possible future economic scenarios to evaluate how your investment allocation might perform under a variety of circumstances, including changing interest rates, inflation, and market conditions. The forecast is a percentage figure representing the number of hypothetical scenarios in which your annual retirement income would equal or exceed the amount you chose for your goal.

The forecasts are not guarantees of future results. The forecasts derive from forward-looking models of the economy and securities markets that may use such data as historical returns, historical correlation, expected growth rates and calculated risk premiums based on those and other hypothetical assumptions.

The investment advice provided will include specific investment recommendations from among the designated investment options available in your plan. Based upon input from you regarding your short-term loss tolerance (in dollar terms) and risk

of retirement income shortfall, the advice workstation helps determine a level of investment risk within a suitable range. For a given level of risk, the advice workstation determines an optimized asset allocation strategy. The Advice Workstation database incorporates specific past risk/return data series, the result of which is a style analysis of the unique investment characteristics of the investment options, which is included in the customized, risk/return adjusted allocation recommendations. The database is updated periodically for securities prices and economic data. It is also updated as necessary for any material changes that affect retirement planning and investments.

Item 9 DISCIPLINARY INFORMATION

The following are disciplinary events relating to VRA and/or VRA's management personnel that are material to an evaluation of VRA's investment advisory business:

The Financial Industry Regulatory Authority (FINRA) alleged that VRA and four control affiliates (Directed Services, LLC, Voya America Equities, Inc., Voya Financial Advisers, Inc., and Voya Financial Partners, LLC collectively known as ("Respondent Firms"), were involved in violations of the supervision and email retention requirements of FINRA rules and federal securities laws over an extended period of time. Without admitting or denying FINRA's findings, the Respondent Firms consented to the described sanctions and to the entry of findings by agreeing to a Letter of Acceptance, Waiver and Consent with FINRA. The Respondent Firms were censured and fined in the aggregate amount of $1.2 million, of which VRA was responsible for $254,621.85. In the Acceptance, Waiver and Consent, FINRA acknowledged that the Respondent Firms self-reported the email issues described herein and undertook an internal review of their supervisory policies, procedures and systems relating to these issues. FINRA stated that the sanctions reflect the credit that the Respondent Firms have been given for self-reporting these issues, and for the substantial assistance they provided to FINRA during its investigation by, among other things, providing information obtained as a result of their internal investigation. The Respondent Firms further agreed to comply with the following undertakings: the Respondent Firms will each conduct a comprehensive review of their systems and procedures for the capture, retention and review of email to determine that those systems and procedures are reasonably designed to achieve compliance with the recordkeeping and supervisory requirements of FINRA rules and the federal securities laws. This matter was resolved on February 19, 2013.

Item 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

VRA does not engage in any selling activity with regard to investment or financial products. There is no conflict of interest with regard to our investment advisory business and our management persons.

Item 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

VRA has adopted a Code of Ethics ("Code") which provides a standard of honesty, integrity and professionalism in the way we conduct business and affirms VRA's duty as a fiduciary to advance the interests of our clients in a manner in which they are served and protected. The Code requires all investment advisory activities to be carried out in the best interests of the client. Any actual or potential conflict of interest with a client must be avoided or disclosed. Advisors may not take advantage of their positions, must comply with all federal securities law requirements, may not use confidential information for their personal benefit or to the detriment of clients, and may not engage in improper trading and must report any Code violations to VRA's Compliance Department.

Additionally, identified employees must submit quarterly reports and annual holdings reports on their personal securities trading activities. Based upon their position certain employees may be required to submit securities transactions to VRA's Compliance Department for pre-clearance to ensure compliance with the Code.

If you would like a copy of VRA's Code of Ethics, please call your plan's toll-free information line. Your Advisor will also provide a copy upon request.

VRA, its officers and employees may purchase securities for their own accounts which may, in certaincircumstances, be the same securities as those recommended to clients, such as shares of the same mutual fund. In the course of providing its advisory services, VRA does not select the investment alternatives available to clients within their plans or publish any recommended list of securities.

Also, from time to time, VRA may provide investment recommendations with respect to mutual funds which hold the equity securities of Voya, VRA's parent company. In providing its services, VRA does not give consideration to whether or not a fund has exposure to Voya's equity securities and any modeling of such funds or equity securities will be in accordance with VRA's, FEA's or Morningstar's standard of modeling securities.

Item 12 BROKERAGE PRACTICES

Research and Other Soft Dollar Benefits

As a policy and practice, VRA does not have any arrangements to utilize research, research-related products and other services obtained from broker-dealers or third parties on a soft-dollar commission basis. VRA does receive referrals from other broker-dealers.

Directed Brokerage

VRA does not have the authority to select, and does not recommend, broker-dealers to effect trades or determine commissions paid and is not responsible for obtaining or monitoring best execution. In addition, FEA does not enter into directed brokerage arrangements with clients, engage in agency cross transaction or make any principal trades for advisory clients.

Item 13 REVIEW OF ACCOUNTS

You should call us during our regular business hours for updated information or a periodic review. It is up to you to decide when and if you want a periodic review. Remember, the advice we give is dependent on the information you provide. It is important that you review your retirement plan account at least annually, or more frequently if your situation changes.

It is your responsibility to review and update your account in OA to adjust for changes in your investments. You should also review and update your accounts should significant changes occur in your personal circumstances.

FEA, the VRA sub advisor, generally conducts account reviews monthly at VRA's direction. The account review process begins with an automated analysis of the account, which generates proposed adjustments, if applicable, to the allocation target. FEA's Portfolio Management team compares the proposed allocation target with the current portfolio and previous activity to detect variances in certain factors (such as turnover and concentrations) and determines whether transactions are prudent in the current period. Variances outside of predetermined tolerances prompt additional review and adjustments by the FEA Portfolio Management team. Additional review is also triggered by market events or information provided by VRA related to assets held in outside accounts that may impact the management of the account(s). Certain changes to investment preferences, such as risk level, retirement age, or limitations regarding company stock, can also trigger additional review.

Morningstar, the VRA sub advisor, generally conducts participant account rebalancing quarterly at VRA's direction. Morningstar Investment Management establishes a range of +/– 5% to prevent large fluctuations in investment option allocations. If a more attractive alternative is present, an investment option will be phased out over time rather than in one quarter to minimize large portfolio reallocations on a quarterly basis. This approach also minimizes short-term redemption fees to investors should they exist. Annually this restriction may be released to facilitate hitting a new asset class target. Additionally, funds being dropped from a lineup may also require this restriction to be lifted to be able to hit asset class targets. Fund Additions and Deletions. If a fund option is added, it will be considered for inclusion in portfolios at the next scheduled quarterly rebalance date for the plan in question. It is not imperative that new funds be included immediately as there will already be a diversified portfolio available that meets the target asset allocation. Any optional asset classes will be re-evaluated at the next scheduled rebalance date to see if the new fund qualifies as an optional asset class. This may result in the selection of a different asset class model portfolio targeting the additional optional asset class. See the prior section on optional asset classes for more details. Lastly if a participant further personalizes their retirement account it prompts an immediate review of the portfolio allocation and if any update to the allocation is needed it will be sent over outside of the scheduled quarterly rebalancing process described above.

Participants enrolled in the PM will receive quarterly retirement updates which generally include information concerning

retirement plan account holdings and balances.

Item 14 CLIENT REFERRALS AND OTHER COMPENSATION

VRA does not receive referrals or other compensation from any third party with respect to the investment advisory activity.

Item 15 CUSTODY

VRA does not hold or otherwise maintain custody of any retirement plan account assets.

Item 16 INVESTMENT DISCRETION

For purposes of the PM program, VRA shall act as an investment manager as defined under Section 3(38) of ERISA.

VRA accepts investment discretionary authority to manage retirement plan accounts on behalf of clients who enroll in PM. A participant's acceptance of the PM Investment Advisory Agreement grants VRA discretionary authority over the participant's account. PM participants are encouraged to provide additional information to VRA concerning:

- Investment preferences;
- Risk tolerance;
- Assets held outside the plan; and
- Desired retirement age.

Item 17 VOTING CLIENT SECURITIES

VRA does not have responsibility for voting proxies relating to securities held in retirement plan accounts. PM members will receive any proxies or other solicitations directly from their provider. VRA does not have the legal authority or any responsibility for initiating, taking, advising on, or responding to any action with respect to potential or existing class action litigation, bankruptcy or other proceeding involving any security held in PM participant accounts.

Item 18 FINANCIAL INFORMATION

VRA has discretionary authority of client securities held in retirement plan accounts for PM members. Otherwise,
VRA does not have discretionary authority of client funds, nor does it require or solicit prepayment of more than $1,200 in fees from clients six (6) months or more in advance.

VRA does not believe that its financial condition would reasonably be likely to impair its ability to meet its contractual commitments to its clients.

Item 19 CLIENT PRIVACY NOTICE

See the Voya Financial Privacy Notice below.

Privacy Notice

FACTS	WHAT DOES VOYA FINANCIAL DO WITH YOUR PERSONAL INFORMATION? Rev. 8/24
Why?	We recognize the importance of protecting the privacy of your personal information. We have implemented policies and security measures to protect the information you provide us. We understand that you care about how information about you is collected, used and shared, and we appreciate the trust you place with us. This Privacy Policy (this "Policy") describes the ways in which Voya Financial ("Voya," "we," "us" or, "our" in this privacy policy) collects, processes, and discloses personal information about you. Throughout this Policy, "you" refers to the individual or entity that is engaging with Voya. By interacting with our website, you consent to the use of your information as set forth in this Policy. Generally, financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Contact information, like email address and phone number • Social Security number and account balance • Driver's license or other government-issued identification number • Date of birth, gender, and other health information • Income, assets and transaction or loss history • Investment experience and employment information • Personal, demographic, or financial information of any joint owners or beneficiaries
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Voya chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Voya share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s) and required records, respond to court orders and legal investigations, detect and prevent fraud, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	• Call our toll-free number (855) 685-9519 – our menu will prompt you through your choice. **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call the telephone number listed on your statements and other correspondence or go to http://voya.com/contact-us.

Privacy Notice

Rev. 8/24

Who we are	
Who is providing this notice?	This notice is provided by certain companies owned by Voya Financial, Inc. A list of these companies is provided at the end of this notice.

What do we do	
How does Voya protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings.
How does Voya collect my personal information?	We collect your personal information, for example, when you • open an account or give us your contact information • apply for insurance or seek advice about your investments • tell us about your investment or retirement portfolio • navigate our website We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with the Voya name; financial companies such as Voya Retirement Insurance and Annuity Company; and nonfinancial companies such as Voya Services Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Voya does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Voya does not jointly market.

Other important information

See our Supplemental State-Specific Privacy Notice for additional information about the categories of personal information we collect and share, the individual rights granted under certain state laws, and how to exercise those rights. Voya does not sell personal information. If you live in a state where the laws further restrict the sharing of your personal information, we will not share information we collect about you with nonaffiliates, unless the law allows, and we will limit sharing among our affiliates to the extent required by state law. **If you are a participant in a retirement plan sponsored by your current or former employer, our contract with your plan sponsor may contain additional restrictions on the use or sharing of your personal information.**

Voya affiliates

This notice is provided by: Benefit Strategies, LLC; Pen-Cal Administrators, Inc.; ReliaStar Life Insurance Company; ReliaStar Life Insurance Company of New York; Security Life Assignment Corporation; Voya Benefits Company, LLC; Voya Capital Corporation, LLC; Voya Financial, Inc.; Voya Financial Partners, LLC; Voya funds; Voya Funds Services, LLC; Voya Institutional Plan Services, LLC; Voya Institutional Trust Company; Voya Investments, LLC; Voya Investments Distributor, LLC; Voya Retirement Advisors, LLC; and Voya Retirement Insurance and Annuity Company.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **9/9/2025**

Right of Access Agreement with Saltwater-Recon.com

Approve a Right of Access Agreement with Saltwater-Recon for the provision of a beachfront camera at Quintana County Beach Park, subject to final review by the District Attorney's Office Civil Division.

Further that the County Judge be authorized to sign said Agreement and any other associated documents on behalf of Brazoria County.

Further, that a certified copy of this order be delivered to the County Parks Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **9/9/2025**

County Purchasing Director to Sell County Surplus

Per the Texas Local Government Code § 263.152 (a) (1), the Commissioners Court approve Purchasing Director to sell the County's surplus or salvage property by competitive bid or auction periodically for Fiscal Year 2026. Exception is of inventoried assets at $2,000.00 or above, which will go to court for approval prior to disposition taking place.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **9/9/2025**

Authority of Purchasing Director to use Cooperative Contracts for FY2026

Approval to give Purchasing Director authority to purchase any items in the Fiscal Year 2026 budget purchased from a cooperative contract agreement, of which the County is a member.

Further, that the Purchasing Director be granted signing authority for said purchases.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **9/9/2025**

Renew ITB #23-80 Road Striping and Pavement Markers

Approval to renew “ITB #23-80 Road Striping and Pavement Markers” with the following vendors for the third (3rd) year of a five (5) year contract per the current terms, conditions and pricing of the current contract which is set to expire on October 23, 2025.

- Semper Striping, LLC of Channelview, Texas
- Stripe Lines, Inc. of Houston, Texas
- Texas Lone Star Pavement Services, LLC of Conroe, Texas

Renewal term shall be October 24, 2025 to October 23, 2026.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **9/9/2025**

Renew C #17-53 Election Equipment

Approve annual license and support fees, with a four percent (4%) increase, for the period of October 1, 2025 to September 30, 2026 with Hart InterCivic as follows:

- Knowink Poll Pads - $40,431.00
- Verity - Annual License & Support Renewal (Hart Voting Equipment) - $222,163.00

Further, the renewal costs will be paid out of the County Clerk's-Elections Software/Service Subscription budget for Fiscal Year 2025.

HART intercivic

P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003395

BILL TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

SHIP TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

Memo	PO #	SHIPPING METHOD	DUE DATE	TERMS
Invoice includes a 4% renewal rate increase and is prorated to align with original purchase. Due on or before beginning term date. Subsequent license and support will be billed annually per contract terms.		FedEx Ground	10/1/2025	Special

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
License and Support	License and Support - Poll Pad	10/1/2025	9/30/2026	1	$0.0000	$40,431.00

SUBTOTAL	$40,431.00
SPECIAL DISCOUNT	
SHIPPING COST	$0.00
TAX TOTAL	$0.00
TOTAL	$40,431.00
AMOUNT PAID	$0.00
AMOUNT DUE	$40,431.00

HART intercivic
P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003395

REMITTANCE DETAILS:

Regular Mail Remittance Address:	ACH / Wire Information:	Federal Tax ID #:
Hart InterCivic, Inc. P.O. Box 674836 Dallas, Texas 75267-4836	Hart InterCivic, Inc. Bank Name: Texas Capital Bank 2000 McKinney Ave., Dallas, TX 75201 Routing Number: 111017979 Account Number: 2400000506	95-3248916

HART intercivic

P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003443

BILL TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

SHIP TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

Memo	PO #	SHIPPING METHOD	DUE DATE	TERMS
Invoice includes a 4% renewal rate increase and is due on or before beginning term date. Subsequent license and support will be billed annually per contract terms.		FedEx Ground	10/1/2025	Special

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
License and Support	License and Support - Verity	10/1/2025	9/30/2026	1	$0.0000	$222,163.00

SUBTOTAL	$222,163.00
SPECIAL DISCOUNT	
SHIPPING COST	$0.00
TAX TOTAL	$0.00
TOTAL	$222,163.00
AMOUNT PAID	$0.00
AMOUNT DUE	$222,163.00

HART intercivic
P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003443

REMITTANCE DETAILS:

Regular Mail Remittance Address:	ACH / Wire Information:	Federal Tax ID #:
Hart InterCivic, Inc. P.O. Box 674836 Dallas, Texas 75267-4836	Hart InterCivic, Inc. Bank Name: Texas Capital Bank 2000 McKinney Ave., Dallas, TX 75201 Routing Number: 111017979 Account Number: 2400000506	95-3248916

HART intercivic™

VERITY

MASTER AGREEMENT

This Master Agreement ("**Agreement**"), entered into effective as of June 27, 2017 ("the **Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. **"Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Customer	**Hart**
Jurisdiction: Brazoria County, TX	
Name: Brazoria County Elections	Hart InterCivic, Inc.
Address: 111 E. Locust St, Room 303	15500 Wells Port Drive
Angleton, TX 77515	Austin, Texas 78728
_____	Attn.: Phillip W. Braithwaite, CEO
Phone: (979) 864-1371	800-223-4278
Facsimile: (979) 864-1011	800-831-1485
E-mail: cclerkelections@bazoria-county.com	pbraithwaite@hartic.com
Executed By: _____	_____
Name: L.M. "Matt" Sebesta, Jr.	Phillip W. Braithwaite
Title: County Judge	CEO

This Agreement is not effective until executed by both parties.
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

2.1. **Products**. Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.

2.1.1. Hart is committed to most favored pricing for Customer as compared with a potential future purchase made through a Texas Conference of Urban Counties (CUC) contracting vehicle. This would include county voting system purchases from Hart that are of similar size and configuration as those Customer purchased prior to June 30, 2018. Favored pricing would be measured as the discount percentage, including annual recurring license and support fees. In the event a larger discount percentage is provided in a future purchase as outlined above, Hart will provide a credit to Customer equal to the resulting amount of the discount percentage differential.

2.2. **Annual License and Support Fee**. The "**Annual Fee"** is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified as the "**Initial Annual Fee**" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.

2.3. **Other Services**. Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.

2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.

2.5. **Taxes**. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

3. PAYMENT

3.1. **Products**. Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.

3.2. **Annual Fee**. The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.

3.3. **Other Services**. Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

3.4. **Payment Mechanics**. Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.

3.5. **Late Fees**. Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, reasonable attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.

3.6. **Billing Disputes**. If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. HARDWARE SPECIFIC TERMS

4.1. **Delivery**. Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for a slightly late or a reasonably delayed shipment provided Hart made a good faith effort to timely deliver the shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.

4.2. **Acceptance**. Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.

4.3. **Installation** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.

4.4. **Title and Transportation**. Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Customer's acceptance or deemed acceptance of such Hardware Products pursuant to Section 4.2. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.

4.5. **Rescheduling and Cancellation**. Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

5. SOFTWARE SPECIFIC TERMS

5.1. **License**. Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart

Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software. Hart represents and warrants that, to its knowledge and during the term of this Agreement, it owns or has obtained rights (and will continue such ownership or rights) in the Hart Proprietary Software and Sublicensed Software sufficient to grant the licenses, access, or usage Hart grants to Customer under this Agreement and all orders and quotations issued hereunder.

5.2. **Records and Audit**. Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.

5.3. **Restrictions**

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. Customer shall not publish any results of benchmark tests run on any Software.

5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services**. Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. *Software Support Services*. Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

9. WARRANTY AND EXTENDED WARRRANTY

9.1. **Certification**. Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period

for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

9.3. **Hart Proprietary Software Limited Warranty**. Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.

9.4. **Professional Services Warranty**. Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.

9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9.6. **Third Party Hardware and Sublicensed Software Excluded**. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies**. HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

10. PROFESSIONAL SERVICES

10.1. **Professional Services**. Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. REPRESENTATIONS AND WARRANTIES

11.1. **Due Organization**. Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements**. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. CUSTOMER RESPONSIBILITIES

12.1. **Independent Determination**. Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements

12.2. **Cooperation**. Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation**. Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage**. Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use**. Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable

manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

12.6. **Backups**. Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. TERM AND TERMINATION

13.1. **Term**.

13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.

13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.

13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. **Renewals**.

13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.

13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. **Termination**.

13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.3.2. *By Customer.* Customer may terminate this Agreement or License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.4. **Effect of Expiration and Termination**. Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect unless Customer specifies that termination includes this Agreement and any then current subscriptions and orders. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

14. CONFIDENTIALITY

14.1. **Definition**. "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.

14.2. **Non-Use and Non-Disclosure**. Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the

Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors. Notwithstanding the preceding, Hart acknowledges and agrees that Customer shall disclose and is authorized to disclose, without penalty, any information, including confidential information, to the extent required by federal or Texas laws and regulations, including Texas Government Code ch. 552 and any decision by the Texas Attorney General's Office. Customer will provide Hart advance notice of such disclosure to the extent permitted under applicable law and regulations.

14.3. **Return of Confidential Information**. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices. Notwithstanding the preceding, Hart acknowledges and agrees that Customer shall retain and is authorized to retain, without penalty, all copies of information, including confidential information, to the extent required by Texas laws and regulations.

14.4. **Customer Employees, Agents and Contractors**. Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. INDEMNIFICATION

15.1. **Indemnity**. Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

15.2. **Remedies**. As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

15.3. **Exclusions**. Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications unless Hart or its designee was aware the work would likely result in such a claim of infringement or misappropriation and failed to notify Customer in writing.

15.4. **EXCLUSIVE REMEDIES**. THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

16.1. **Disclaimer of Warranty**. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA. THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.

16.2. **Limitations of Liability** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16.3. **Third Party Products, Services and Referrals**. In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

17. DISPUTE RESOLUTION

17.1. **Disputes and Demands**. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

17.2. **Negotiation and Mediation**. After receipt of a Demand, authorized representatives of the parties will promptly meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may but is not required to start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

17.3. **Venue**. Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief or mediation fails, relief may be sought in a court of competent jurisdiction in Brazoria County, Texas. Exclusive jurisdiction and venue for all court actions shall be in Brazoria County, Texas and Hart and Customer waive any objection to the adjudication of all court actions in that forum.

17.4. **Time Limit**. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. GENERAL PROVISIONS

18.1. **Entire Agreement**. This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

18.2. **Interpretation**. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

18.3. **GOVERNING LAW**. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability**. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the

invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

18.5. **Force Majeure**. "**Force Majeure**" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

18.6. **Compliance with Laws**. Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.

18.7. **Assignment**. Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.

18.8. **Independent Contractors**. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

18.9. **Notices**. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5^{th}) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.

18.10. **Trademarks**. Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.

18.11. **Attorneys' Fees**. In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

18.12. **Government Use**. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

Exhibit A

Schedule A or Customer Signed Quote for Initial Order

HART intercivic

Quote Number	00002599
Account Name	Brazoria County, TX
Grand Total	$4,479,520.00

Item	Description	Unit Price	Quantity	Total Price
Verity Controller	Controller for Verity Touch polling place equipment	$4,650.00	125	$581,250.00
AutoBallot Kit	Barcode scanner kit for automatic Verity access code creation from VR/electronic poll book data	$419.00	125	$52,375.00
Verity Touch	Electronic voting unit	$4,650.00	675	$3,138,750.00
Verity Standard Booth	Standard voting booth included with Verity Touch		675	
Verity Touch w/ Access	Disabled access voting unit	$5,250.00	125	$656,250.00
Verity Accessible Booth	Wheelchair-accessible voting booth included with Verity Touch w/ Access		125	
vDrive	Flash memory card/audio card for use with Verity devices	$66.00	165	$10,890.00
Verity Key	Electronic security token	$109.00	6	$654.00
Battery Charger, 6 Bay	Battery charger for Verity unit	$540.00	6	$3,240.00
Verity Caddy w/ Casters, 4' Wide	Storage unit for Verity voting devices; assembly required	$740.00	110	$81,400.00
Verity Build	Verity Build software license	$40,000.00	1	$40,000.00
Verity Count	Verity Count software license	$13,500.00	1	$13,500.00
Verity Central	Verity Central (Server) software license	$50,000.00	1	$50,000.00
Verity Workstation	Workstation for Verity software	$5,900.00	2	$11,800.00
23" Flat Panel Monitor	Monitor for use with Verity Workstation		2	
Canon DR-G1130 Central Scanner	Central ballot scanner	$10,000.00	1	$10,000.00
Ethernet Switch, 8 Port	Ethernet switch included with Verity Central Server license		1	
Okidata C911 Printer	Ballot printer w/ starter cartridges (includes 1-year warranty)	$6,000.00	1	$6,000.00
Toner Cartridge, Okidata C911, Black	Black toner for Okidata C911 printer	$130.00	1	$130.00
Okidata B430 Series Printer	Laser printer for report printing	$325.00	2	$650.00
Toner Cartridge, Okidata B430 Series, Black	Black toner for Okidata B430 series printer	$165.00	1	$165.00
Okidata ML-1120 Line Printer	Audit log printer	$300.00	1	$300.00
New Implementation Services	Includes training, acceptance testing, project management, and on-site support for the first election on the Verity voting system. Additional services, if required, must be purchased separately.	$40,000.00	1	$40,000.00
Voting Equipment Salvage Services	Salvage of voting equipment and accessories		1	
License and Support	Annual license and support fee	$143,235.00	1	$143,235.00

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HART intercivic

Quote Number	00002599
Account Name	Brazoria County, TX
Grand Total	$4,479,520.00

Subtotal	$4,840,589.00
Shipping and Handling (Estimated)	$16,000.00
Solution Price	$4,856,589.00
Special Discount	($377,069.00)
Grand Total	$4,479,520.00

Bill To	111 E Locust St., Room 303 Angleton, TX 77515	Ship To	1524 E Mulberry St., Suite 145 Angleton, TX 77515

Customer Contact

Contact Name	Lisa Mujica	Email	lisam@brazoria-county.com
		Phone	(979) 864-1373

General Information

Expiration Date	6/28/2017	Instructions	Please fax with signature to (512) 252-6923 or scan and email to ktrethewey@hartic.com to order.
Payment Terms	Net 30		

Terms and Conditions

The products listed above are listed on Hart's BuyBoard Contract #460-14.
Subsequent License and Support will be billed annually per contract terms.
Pricing subject to inventory availability at time of quote execution and acceptance.
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By	Ken Trethewey	Title	Director of Sales
Signature	Ken Trethewey		

Customer Approval

Name: _____ Title: County Judge

Customer Approval: L.M. "Matt" Sebesta, Jr. Date: 6/27/17

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Exhibit B

Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	hartsupport@hartic.com
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

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Exhibit C

Definitions

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Verity Access*™" means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"*Verity Print*™" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

"Verity Controller™" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Verity Scan*™" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

"Verity Election Office" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"*Verity Touch*™" means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Verity Touch Writer*™" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

"Verity Voting" means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

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Exhibit D

HART PROPRIETARY SOFTWARE AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription may include the following. Actual software and firmware licensed is indicated in the quote or response associated with this Agreement:

SOFTWARE/FIRMWARE NAME	VERSION NUMBER
Verity Controller	2.0.3
Verity Touch	2.0.3
Verity Touch w/Access	2.0.3
Verity Data	2.0.2
Verity Build	2.0.2
Verity Count	2.0.2
Verity Central	2.0.2
Verity User Management	2.0.2
Verity Election Management	2.0.2
Verity Desktop	2.0.2

Licensed Location is the jurisdiction named on the signature page of this Agreement. Any future releases or updates to the software versions listed above will be documented in Hart Release Notes and Version Verification documents. Such releases and updates shall be considered Hart Proprietary Software licensed under this Agreement.

Software Sublicensed to Customer via annual subscription:

None

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VERITY

MASTER AGREEMENT

This Master Agreement ("**Agreement**"), entered into effective as of _____, 2017 ("the **Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. **"Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Customer	**Hart**
Jurisdiction: Brazoria County, TX	
Name: Brazoria County Elections	Hart InterCivic, Inc.
Address: 111 E. Locust St, Room 303	15500 Wells Port Drive
Angleton, TX 77515	Austin, Texas 78728
_____	Attn.: Phillip W. Braithwaite, CEO
Phone: (979) 864-1371	800-223-4278
Facsimile: (979) 864-1011	800-831-1485
E-mail: cclerkelections@bazoria-county.com	pbraithwaite@hartic.com
Executed By: _____	
Name: _____	Phillip W. Braithwaite
Title: _____	CEO

This Agreement is not effective until executed by both parties.
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

2.1. **Products**. Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.

2.1.1. Hart is committed to most favored pricing for Customer as compared with a potential future purchase made through a Texas Conference of Urban Counties (CUC) contracting vehicle. This would include county voting system purchases from Hart that are of similar size and configuration as those Customer purchased prior to June 30, 2018. Favored pricing would be measured as the discount percentage, including annual recurring license and support fees. In the event a larger discount percentage is provided in a future purchase as outlined above, Hart will provide a credit to Customer equal to the resulting amount of the discount percentage differential.

2.2. **Annual License and Support Fee**. The "**Annual Fee"** is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified as the "**Initial Annual Fee**" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.

2.3. **Other Services**. Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.

2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.

2.5. **Taxes**. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

3. PAYMENT

3.1. **Products**. Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.

3.2. **Annual Fee**. The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.

3.3. **Other Services**. Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

3.4. **Payment Mechanics**. Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.

3.5. **Late Fees**. Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, reasonable attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.

3.6. **Billing Disputes**. If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. HARDWARE SPECIFIC TERMS

4.1. **Delivery**. Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for a slightly late or a reasonably delayed shipment provided Hart made a good faith effort to timely deliver the shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.

4.2. **Acceptance**. Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.

4.3. **Installation**. A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.

4.4. **Title and Transportation**. Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Customer's acceptance or deemed acceptance of such Hardware Products pursuant to Section 4.2. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.

4.5. **Rescheduling and Cancellation**. Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

5. SOFTWARE SPECIFIC TERMS

5.1. **License**. Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart

Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software. Hart represents and warrants that, to its knowledge and during the term of this Agreement, it owns or has obtained rights (and will continue such ownership or rights) in the Hart Proprietary Software and Sublicensed Software sufficient to grant the licenses, access, or usage Hart grants to Customer under this Agreement and all orders and quotations issued hereunder.

5.2. **Records and Audit**. Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.

5.3. **Restrictions**.

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. Customer shall not publish any results of benchmark tests run on any Software.

5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services**. Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. *Software Support Services*. Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

9. WARRANTY AND EXTENDED WARRRANTY

9.1. **Certification**. Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period

for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

9.3. **Hart Proprietary Software Limited Warranty**. Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.

9.4. **Professional Services Warranty**. Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.

9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9.6. **Third Party Hardware and Sublicensed Software Excluded**. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies**. HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

10. PROFESSIONAL SERVICES

10.1. **Professional Services**. Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. REPRESENTATIONS AND WARRANTIES

11.1. **Due Organization**. Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements**. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. CUSTOMER RESPONSIBILITIES

12.1. **Independent Determination**. Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements

12.2. **Cooperation**. Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation**. Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage**. Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use**. Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable

manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

12.6. **Backups**. Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. TERM AND TERMINATION

13.1. **Term**.

13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.

13.1.2. *Of License and Support Subscription*. Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.

13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. **Renewals**.

13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.

13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. **Termination**.

13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.3.2. *By Customer.* Customer may terminate this Agreement or License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.4. **Effect of Expiration and Termination**. Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect unless Customer specifies that termination includes this Agreement and any then current subscriptions and orders. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

14. CONFIDENTIALITY

14.1. **Definition**. “Confidential Information” means any information related to Hart’s business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.

14.2. **Non-Use and Non-Disclosure**. Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the

Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors. Notwithstanding the preceding, Hart acknowledges and agrees that Customer shall disclose and is authorized to disclose, without penalty, any information, including confidential information, to the extent required by federal or Texas laws and regulations, including Texas Government Code ch. 552 and any decision by the Texas Attorney General's Office. Customer will provide Hart advance notice of such disclosure to the extent permitted under applicable law and regulations.

14.3. **Return of Confidential Information**. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices. Notwithstanding the preceding, Hart acknowledges and agrees that Customer shall retain and is authorized to retain, without penalty, all copies of information, including confidential information, to the extent required by Texas laws and regulations.

14.4. **Customer Employees, Agents and Contractors**. Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. INDEMNIFICATION

15.1. **Indemnity**. Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

15.2. **Remedies**. As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

15.3. **Exclusions**. Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications unless Hart or its designee was aware the work would likely result in such a claim of infringement or misappropriation and failed to notify Customer in writing.

15.4. **EXCLUSIVE REMEDIES**. THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

16.1. **Disclaimer of Warranty**. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA. THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.

16.2. **Limitations of Liability**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16.3. **Third Party Products, Services and Referrals**. In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

17. DISPUTE RESOLUTION

17.1. **Disputes and Demands**. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

17.2. **Negotiation and Mediation**. After receipt of a Demand, authorized representatives of the parties will promptly meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may but is not required to start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

17.3. **Venue**. Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief or mediation fails, relief may be sought in a court of competent jurisdiction in Brazoria County, Texas. Exclusive jurisdiction and venue for all court actions shall be in Brazoria County, Texas and Hart and Customer waive any objection to the adjudication of all court actions in that forum.

17.4. **Time Limit**. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. GENERAL PROVISIONS

18.1. **Entire Agreement**. This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

18.2. **Interpretation**. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

18.3. **GOVERNING LAW**. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability**. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the

invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

18.5. **Force Majeure**. "**Force Majeure**" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

18.6. **Compliance with Laws**. Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.

18.7. **Assignment**. Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.

18.8. **Independent Contractors**. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

18.9. **Notices**. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5^{th}) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.

18.10. **Trademarks**. Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.

18.11. **Attorneys' Fees**. In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

18.12. **Government Use**. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

Exhibit A

Schedule A or Customer Signed Quote for Initial Order

Exhibit B

Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	hartsupport@hartic.com
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

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Exhibit C

Definitions

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Verity Access*™" means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"*Verity Print*™" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

"Verity Controller™" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Verity Scan*™" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

"Verity Election Office" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"*Verity Touch*™" means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Verity Touch Writer*™" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

"Verity Voting" means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

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Exhibit D

HART PROPRIETARY SOFTWARE AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription may include the following. Actual software and firmware licensed is indicated in the quote or response associated with this Agreement:

SOFTWARE/FIRMWARE NAME	VERSION NUMBER
Verity Controller	2.0.3
Verity Touch	2.0.3
Verity Touch w/Access	2.0.3
Verity Data	2.0.2
Verity Build	2.0.2
Verity Count	2.0.2
Verity Central	2.0.2
Verity User Management	2.0.2
Verity Election Management	2.0.2
Verity Desktop	2.0.2

Licensed Location is the jurisdiction named on the signature page of this Agreement. Any future releases or updates to the software versions listed above will be documented in Hart Release Notes and Version Verification documents. Such releases and updates shall be considered Hart Proprietary Software licensed under this Agreement.

Software Sublicensed to Customer via annual subscription:

None

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **9/9/2025**

Renew RFP #22-70 Indigent Health Prescription Services

Approval to renew “RFP #22-70 Indigent Health Prescription Services” with integrated Prescription Management (IPM) of Fresno California for a fourth (4th) year of a five (5) year contract, per the terms, conditions and pricing of the current contract which is set to expire on September 30, 2025.

The renewal term shall be October 1, 2025 to September 30, 2026.

Further, expenditures will be funded by the department’s annual fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **9/9/2025**

Natural Gas Service for Sheriff's Office

Upon recommendation of Tradition Energy, the County's consultant for natural gas procurement, approve an agreement for natural gas service for the Sheriff's Office location at 3602 CR 45, Angleton, Texas 77515, with Pro Energy Partners, LLC, of Houston, Texas.

The contract begins on November 1, 2025 to October 31, 2026, per the attached rate of $0.52/Dth, which is $0.21 less than the current rate of $0.73/Dth with Symmetry. The contract has three additional one-year renewals, upon approval by the county, for each renewal.

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.

Natural Gas Contract Summary

The County's consultant, Tradition Energy, sent offer requests from several natural gas suppliers. The offers were received and are attached in the Index.

The County's current contract with Symmetry, expiring October 31, is an Index Contract tied to the Houston Ship Channel with an Index Adder of $0.73/Dth. Recent billing reflects an average cost of $4.41/Dth.

Two options were considered:

- **Fixed Price:** Lock in a rate between $4.634/Dth (12-month term) and $5.025/Dth (60-month term).
- **Index Price:** Remain on an index-based contract with adders ranging from $0.53/Dth (12-month term) to $1.045/Dth (60-month term).

The recommendation is to award a new 48-month Index Contract, renewal options are every 12 months only upon approval of the County, with ProEnergy at an Index Adder of $0.52/Dth, which is 29% lower than the current Symmetry rate. This contract is projected to generate an annual savings and provides flexibility to convert to a fixed rate in the future if needed. ProEnergy is a proven, reliable supplier currently serving Harris County.

Customer Information

Customer Name:	Brazoria County	**Phone:**	979-864-1804
Contact:	Susan Serrano	**Email:**	SSerrano@brazoria-county.com
Address:			
	, TN 77515		

Account Information

Utility:	Centerpoint	**Estimated Volume:**	8,512
State:	TX	**Pricing Type:**	Indicative Refresh
Acct #'s/ESI#'s	1		
Current Provider:	Symmetry Energy	**Est. Bundled Rate:**	4.4066

Tradition Energy

Energy Advisor:	Bob Wooten
Direct Line:	713-609-9929
Email:	bob.wooten@traditionenergy.com
Creation Date:	August 1, 2025

Supplier Index Price Comparison / Budget Analysis *

Terms	**12 Months**	**24 Months**	**36 Months**	**48 Months**	**60 Months**
Start Date	Nov-25	Nov-25	Nov-25	Nov-25	Nov-25
End Date	Nov-26	Nov-27	Nov-28	Nov-29	Nov-30
DTH Usage	**8,512**	**17,024**	**25,536**	**34,048**	**42,560**
Gas South	**0.8600**	**0.8900**	**0.9200**	**0.9500**	0.9800
Indicative Index	3.6284	3.6284	3.6284	3.6284	3.6284
Proj. Energy Budget	$38,206	$76,922	$116,149	$155,887	$196,135
CREDIT:	Pending	**SWING %:**	100%	**PAY TERM:**	20
ProEnergy	0.5200	0.5200	0.5200	0.5200	
Indicative Index	3.6284	3.6284	3.6284	3.6284	
Proj. Energy Budget	$35,312	$70,623	$105,935	$141,246	
CREDIT:	Approved	**SWING %:**	100%	**PAY TERM:**	15
Cokinos	**0.8800**	**0.8800**	**0.8800**		
Indicative Index	3.6284	3.6284	3.6284		
Proj. Energy Budget	$38,376	$76,752	$115,127		
CREDIT:	Approved	**SWING %:**	100%	**PAY TERM:**	15
Symmetry Energy	**1.0500**	**1.0500**	**1.0500**		
Indicative Index	3.6284	3.6284	3.6284		
Proj. Energy Budget	$39,823	$79,646	$119,469		
CREDIT:	Approved	**SWING %:**	0%	**PAY TERM:**	30

***Projected Energy Budget does not include taxes and is a straight average using total annual volume time the Est. Bundled Rate**

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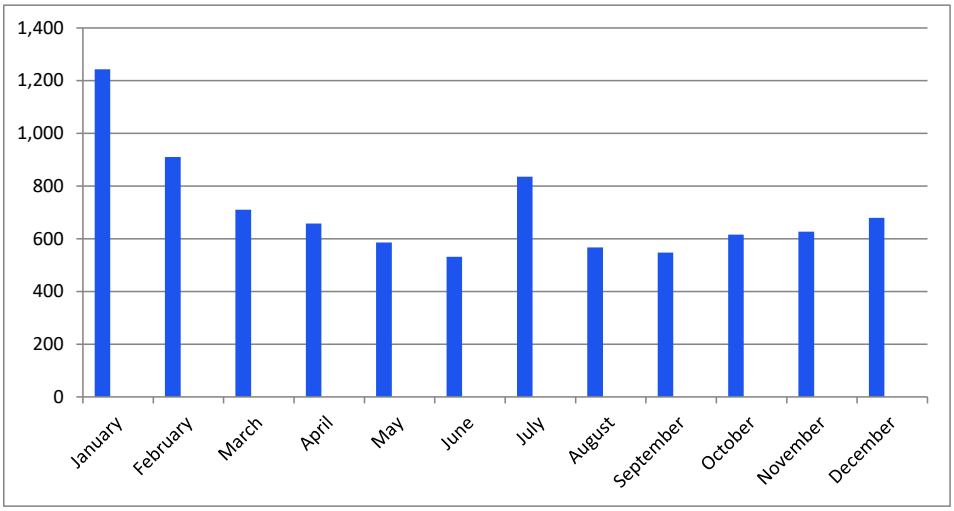
Customer Name

Annual DTH 8,512

No. of Accounts 1

Tradition Energy

MONTH	TOTAL (DTH)
January	1,243
February	910
March	710
April	658
May	586
June	532
July	836
August	567
September	548
October	616
November	627
December	679
Total	**8,512**



12 Months Index Prices and Monthly Budget Analysis**

MONTH	Indicative Index	Best Index Adder	Total Supply Rate	Total Bundled Rate	Volumes	Proj. Monthy Budget
January	$4.2800	$0.5200	$4.8000	$4.8000	1,243	$5,966
February	$4.0800	$0.5200	$4.6000	$4.6000	910	$4,186
March	$3.4000	$0.5200	$3.9200	$3.9200	710	$2,783
April	$3.2300	$0.5200	$3.7500	$3.7500	658	$2,468
May	$3.2400	$0.5200	$3.7600	$3.7600	586	$2,203
June	$3.3900	$0.5200	$3.9100	$3.9100	532	$2,080
July	$3.5900	$0.5200	$4.1100	$4.1100	836	$3,436
August	$3.6700	$0.5200	$4.1900	$4.1900	567	$2,376
September	$3.5500	$0.5200	$4.0700	$4.0700	548	$2,230
October	$3.5300	$0.5200	$4.0500	$4.0500	616	$2,495
November	$2.9600	$0.5200	$3.4800	$3.4800	627	$2,182
December	$3.7600	$0.5200	$4.2800	$4.2800	679	$2,906
Total	**$3.6284**	**$0.5200**	**$4.1484**	**$4.1484**	**8,512**	**$35,312**

****Projected Monthly Budget does not include taxes and uses a weighted average of monthly volumes and prices.**

Account Number	Service Address	City	State	Zip	Utility / TDSP	Annual DTH
5002650562	3602 DR 46	Angleton	TX	77515	Centerpoint	8,512

0 0

Although the information contained herein is from sources believed to be reliable, TFS Energy Solutions, LLC and/or any of its members, affiliates, and subsidiaries (collectively "TFS") makes no warranty or representation that such information is correct and is not responsible for errors, omissions or misstatements of any kind. All information is provided "AS IS" and on an "AS AVAILABLE" basis and TFS disclaims all express and implied warranties related to such information and does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of any of the information. The information contained herein, including any pricing, is for informational purposes only, can be changed at any time, should be independently evaluated, and is not a binding offer to provide any energy or related services. The parties agree that TFS's sole function with respect to any transaction relating to this document is the introduction of the parties and that each party is responsible for evaluating the merits of the transaction and credit worthiness of the other. TFS assumes no responsibility for the performance of any transaction or the financial condition of any party. TFS accepts no liability for any direct, indirect or other consequential loss arising out of any use of the information contained herein or any inaccuracy, error or omission in any of its content.

NATURAL GAS SALES AGREEMENT

CenterPoint Energy – Texas

BUYER: Buyer's Initials: _____

Brazoria County
Full Legal Name of Entity

_____ _____
Federal Tax ID or SSN DUNS # (if applicable)

Contact Name: Susan Serrano

Email: sserano@brazoriacountytx.gov

Phone: _____ Fax: N/A

3602 CR 45
Service Address

Angleton, TX 77515
City, State and Zip

Same as above
Billing Address, City, State & Zip

TERM:

Number of Months: 48

Estimated Start Date: 11/1/2025

This Agreement shall commence on the date of first gas deliveries And continue until the end of the term as noted herein.

ADDITIONAL BUYER INFORMATION:

Account No.(s): 5002650562

Type of Business: County Facility Established: _____

Estimated Annual MMBtu Use: 8,500 MMBtu

Sales Tax Exempt: Yes If yes, provide certificate

SELLER: Seller's Initials: _____

Pro Energy Partners, LLC.
14800 St. Mary's Lane, Suite 250
Houston, TX 77079
Tel (888) 477-5506 or (832) 300-0146
Fax (832) 300-0016
www.proenergypartners.com
Administrative Contact: Customer Care
Email: **CustomerCare@proenergypartners.com**

PRICING:

INDEX-RELATED PRICE (Load Following): The price to be paid by Buyer to seller shall vary each month and shall be equal to the monthly settlement price of natural gas as indicated by Inside FERC's *Gas Market Report* for HSC (Houston Ship Channel) plus $0.52; plus 0.5% upstream pipeline fuel per MMBtu.

In addition to the above noted gas commodity rate, Seller shall invoice Buyer for all applicable transportation and pass-through charges and applicable taxes.

NOTICE OF PRICING OPTIONS: At any time during the term of this Agreement and while receiving service under a variable price Buyer may request a fixed price for any number of months or for the remainder of this Agreement

TERMS AND CONDITIONS

1. **NATURAL GAS SALES AGREEMENT:** This Agreement is contingent upon the execution of all intrastate and interstate transportation agreements required for this business transaction. This Agreement and its obligations herein are subject to credit approval of Buyer prior to initial delivery of natural gas and throughout the term of this Agreement. This Agreement sets forth the entire Agreement between Buyer and Seller.
2. **SALES:** Seller agrees to sell and Buyer agrees to purchase one hundred percent (100%) of Buyer's natural gas requirements. Seller agrees not to switch to another gas supplier for the purchase of any gas during the term of this Agreement.
3. **REGULATORY & MARKET EVENTS:** Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future changes made by the applicable utility company, upstream pipelines, monthly market elements or associated pipeline company. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction. In the event a Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through such costs to Buyer.
4. **CREDIT:** Buyer shall provide to Seller adequate credit assurance both before and during the term of this Agreement. Adequate assurance shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a prepayment, deposit, letter of credit, a guaranty of payment from a third party, or some other security approved by Seller. If adequate credit assurance is not established within forty-eight (48) hours of Seller's request, Seller shall have the right to terminate the Agreement or suspend sales and deliveries without liability. Buyer shall reimburse Seller for any collection fees incurred with regard to outstanding and/or unpaid invoices. At any time during the term of this Agreement, Buyer authorizes Seller to check Buyer's credit history.
5. **EARLY TERMINATION:** In the event Buyer terminates this Agreement for any reason prior to its expiration date, Buyer shall remain liable for the cost of natural gas that would have otherwise been delivered for Buyer's account. This amount shall be referred to as the "Settlement Amount" and shall be the sum of (i) any remaining amounts due under this Agreement pursuant to paragraph 6; and (ii) an amount representing the then current replacement value of this Agreement together with, but without duplication, all losses and costs incurred by Seller as a result of maintaining, terminating, obtaining or re-establishing any hedge or financial positions applicable to this Agreement.

6. **EXPIRATION AND RENEWAL:** No later than 30 days prior to the expiration of this Agreement, both Buyer and Seller agree that this Agreement may be renewed for a 12-month term only by written agreement signed by authorized representatives of each party. Upon renewal Buyer's gas price shall automatically renew according to the variable indexed rate of Inside F.E.R.C. Gas Market Report HSC plus $0.52 plus all other charges as stated in the Pricing terms above. The renewal term shall be consistent with the signed Exhibit A as required by CenterPoint.
7. **BILLING AND PAYMENT**: Seller shall invoice Buyer for all natural gas, distribution, applicable taxes or any other charges as mandated by CenterPoint Energy. Unless otherwise directed by CenterPoint Energy, Seller will invoice Buyer for all gas volumes consumed by Buyer in accordance with the meter read information received from CenterPoint Energy. Buyer shall remit the amount due in immediately available funds on or before the later of the Payment Date or thirty (30) days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next business day following that date. Late payments or partial payment balances will be subject to interest at the maximum percentage allowed by Texas Statutes; currently, 18% per annum. In the event this Agreement is referred to an attorney for collection due to nonpayment, Seller shall be entitled to recover its reasonable attorneys' fees and costs of collection in addition to all other sums due hereunder. Seller charges $25 for each returned check (or ACHs). Appropriate billing adjustments due to meter read errors will be made during the following months billing period after meter read errors have been corrected and presented to Seller.
8. **DISPUTED AMOUNTS:** If the Invoiced Party, in good faith, disputes the amount of any such invoice or any part thereof Buyer will pay such amount as it concedes to be correct; provided however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Notice of any dispute must be provided in writing within thirty (30) days from the date that such invoice is delivered to Buyer. If notice is received after the thirty (30) days all charges shall be deemed valid.
9. **TITLE**: Seller hereby warrants good title to the gas sold and delivered to the applicable delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). Unless otherwise indicated the Delivery Point shall be CenterPoint Energy.
10. **TAXES**: Seller shall pay or cause to be paid all royalties and sums relating to the production and transportation of natural gas to the delivery point(s), however, that any increase in applicable taxes or transportation fees relating to the production and transportation of natural gas to the delivery point(s) occurring after the commencement of service hereunder will be paid by Buyer and are levied upon or attributable to the gas purchased and sold hereunder after title has passed from Seller to Buyer, including but not limited to the utility shrinkage, franchise fees, lost and unaccounted for charges, utility users' tax, intrastate transportation tariff charges and surcharges of every kind and nature. Any increase in applicable taxes will be paid by Buyer and reflected in the delivered price as adjusted. Buyer shall be responsible for sales, usage and any other related taxes. Buyer shall be responsible for notifying Seller with regard to any tax exemptions that may apply.
11. **FORCE MAJEURE:** Neither party shall be in any way liable to the other for any inability to fully or partially perform any term of this Agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, for any act of God, Federal, State, Municipal, Legislative or Regulatory; fires, floods, storms, earthquakes or other natural occurrences; war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept and/or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party claiming any such inability. Force Majeure shall not excuse performance if Seller's interstate pipeline transportation is interrupted, unless and to the extent that primary firm transportation service to the same delivery point is interrupted.
12. **EVENTS OF DEFAULT:** Seller shall have the right, at its sole election and upon written notice, to immediately (a) withhold and/or suspend deliveries, or (b) terminate and/or liquidate this Agreement, upon the occurrence of any of the following events (each an "Event of Default"); (i) Buyer fails to pay any amount due to Seller under the Agreement on or before the second business day following Seller's delivery of written notice to Buyer that such payment is past due; (ii) Buyer files or has filed against it a petition for relief under the United States Bankruptcy Code; (iii) Buyer fails to provide the required credit support within two business days as requested by Seller in accordance with Section 4; or (iv) Buyer otherwise fails to comply with the terms of this Agreement. If Seller elects to liquidate this Agreement, Seller shall make a good faith determination of all amounts owing from Buyer under this Agreement for the remainder of the Term, whether or not then due. Promptly following such determination, Seller shall provide an invoice for such amount to Buyer and Buyer shall pay Seller the amounts owed pursuant to this section within ten (10) days of the issuance of Seller's invoice.
13. **LIMITATION OF LIABILITY:** Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Agreement quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Agreement Price from a price reasonable for the delivery or production area; or (2) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Agreement quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Agreement Price from a price reasonable for the delivery or production area from the Agreement Price. THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; OR (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.
14. .
15. **GOVERNING LAW:** The place of execution of this Agreement is Harris County, Texas where it is performable, whole or in part. This Agreement shall be construed according to the laws of the State of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.
16. **SEVERABILITY:** If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement
17. **ASSIGNMENT:** Neither party may assign this Agreement without the prior written consent of the other party, except that Seller, without the consent of Buyer, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement.
18. **CONFIDENTIALITY**: Both Buyer and Seller shall keep the terms and conditions of this Agreement confidential except as may be required in order to effectuate the transportation and delivery of natural gas to be sold hereunder or to meet the lawful requirements of any regulatory body having jurisdiction.

This Agreement constitutes the entire Agreement between the Parties. Any amendment, change or modification of this Agreement must be in writing and signed by both Parties. This Agreement shall become effective upon execution by both parties by a duly authorized representative of each company.

BUYER: Brazoria County	SELLER: Pro Energy Partners, LLC
_____	Jarrett W. Rogers
Print name	Print Name
_____	_____
Signature	Signature
_____	President
Title	Title
EFFECTIVE DATE OF AGREEMENT: _____	EFFECTIVE DATE OF AGREEMENT: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **9/9/2025**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for July 2025

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for July 2025. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **July 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be: $ **79,159,421.94**

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for July 2025

Account	Beginning Bank Balance 7/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 7/31/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	10,933,112.61	1,400,933.33	6,799,417.48	19,133,463.42	22469.01	2.97
Brazoria County Toll Road Authority Construction	7,254,527.22	6,442.04	1,802,777.65	9,063,746.91	6442.04	2.97
Brazoria County Toll Road Authority FM 518	55,964.27	128.04	0.00	56,092.31	128.04	2.97
Brazoria County Toll Road Authority Debt	1,422,570.16	371,236.62	276,729.17	2,070,535.95	1098.91	2.97
First National Bank of Lake Jackson Totals	**19,666,174.26**	**1,778,740.03**	**8,878,924.30**	**30,323,838.59**	**30,138.00**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **30,323,838.59**

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO
Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority,** Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **July 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	38382WDS3	GNR 2021-117 PE				$3,000,000.00	$3,000,000.00	$1,999,960.68	$2,008,664.48	$1,723,328.52
	621614202107301	7/20/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BHZ28	FNR 2021-45 JG				$2,000,000.00	$2,000,000.00	$1,537,318.36	$1,565,108.02	$1,227,233.10
	623728202108170	7/25/2051		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137H5N94	FHR 5191 JD				$2,500,000.00	$2,500,000.00	$1,655,783.30	$1,648,548.34	$1,457,502.92
	652679202201281	2/25/2052		1.750		100.00%				
FEDERAL HOME LOAN BANK		AFS								
19 CMOs - Fixed Rate							$43,850,000.00	$13,927,368.91	$14,006,381.05	$11,811,164.75
Total Pledged 22 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY							$59,210,000.00	$17,812,272.88	$17,906,164.98	$15,356,893.08

$0.00	Munis with Maturity Under 2 Years	$0.00	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$17,812,272.88	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for July 2025

Current Date: 7/31/2025

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		4.310				100.00	13,838,845.25	13,838,845.25	100.00	13,838,845.25	1	50,681.47
Texas Class	LGIP		4.407				100.00	34,863,453.27	34,863,453.27	100.00	34,863,453.27	1	130,215.64
US Bank	Cash		4.220				100.00	133,284.83	133,284.83	100.00	133,284.83	1	4,040.72
Depository	Cash		3.020				100.00	30,323,838.59	30,323,838.59	100.00	30,323,838.59	1	30,138.00
								79,159,421.94	**79,159,421.94**		**79,159,421.94**		**215,075.83**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	10,966.52	17,505.24	19,577.09	48,048.85	24,750.81	21,408.70	18,721.77	64,881.28	23,316.56	23,316.56	26,461.39	73,094.51	30,138.00			30,138.00	**216,162.64**
Texpool	55,849.93	52,254.30	52,266.92	160,371.15	50,523.65	45,424.83	50,217.19	146,165.67	48,787.16	50,268.28	48,703.79	147,759.23	50,681.47			50,681.47	**504,977.52**
Texas Class	115,902.87	171,461.46	172,900.68	460,265.01	166,639.84	143,760.68	155,623.18	466,023.70	140,455.56	139,671.40	131,440.17	411,567.13	130,215.64			130,215.64	**1,468,071.48**
US Bank	1,352.69	1,914.90	2,889.59	6,157.18	3,875.68	4,835.03	5,539.76	14,250.47	2,296.90	2,126.25	2,440.19	6,863.34	4040.72			4,040.72	**31,311.71**
Total Per Month	184,072.01	243,135.90	247,634.28	674,842.19	245,789.98	215,429.24	230,101.90	691,321.12	214,856.18	215,382.49	209,045.54	639,284.21	215,075.83	-	-	215,075.83	**2,220,523.35**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%	3.02%	**2.99%**	2.92%				3.18%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.34%	**4.36%**	4.34%	4.31%	4.30%	**4.32%**	4.31%				4.52%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%	4.40%	**4.42%**	4.41%				4.66%

Brazoria County Toll Road Authority US Bank Activity and Interest Report for July 2025

Fund	Beginning Balance 7/1/25	Credits	Debits	Interest Earned	Ending Balance 7/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 7/3125
Brazoria County Toll Road	129,244.11	129,244.11	-129244.11	4,040.72	133,284.83	4.220	8/1/2025	133,284.83
US Bank Totals	**129,244.11**	**129,244.11**	**-129244.11**	**4,040.72**	**133,284.83**			**133,284.83**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for July 2025

Fund	Beginning Balance 7/1/25	Credits	Debits	Interest Earned	Ending Balance 7/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 7/31/2024
Toll Road Funds Construction	611,229.47	0.00	0.00	2,291.50	613,520.97	4.407	8/1/2025	613,520.97
Toll Road Funds O & M	12,470,727.13	0.00	0.00	46,753.02	12,517,480.15	4.407	8/1/2025	12,517,480.15
BCTRA LMTD REV BD 2024	21,651,281.03	0.00	-	81,171.12	21,732,452.15	4.407	8/1/2025	21,732,452.15
Texas Class Totals	**36,601,797.46**	**0.00**	**-**	**130,215.64**	**34,863,453.27**			**34,863,453.27**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for July 2025

Fund	Beginning Balance 7/1/25	Credits	Debits	Interest Earned	Ending Balance 7/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 7/31/25
Toll Road Funds Construction	1,576,936.63	0.00	0.00	5,775.14	1,582,711.77	4.310	8/1/2025	1,582,711.77
Toll Road Funds O & M	12,261,908.62	0.00	0.00	44,906.33	12,306,814.95	4.310	8/1/2025	12,306,814.95
Texpool Totals	**13,790,141.46**	**0.00**	-	**50,681.47**	**13,889,526.72**			**13,889,526.72**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:

Date of Receipt	2-Feb-20
Amount of Issue	$24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.)
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **9/9/2025**

Open Public Hearing on the Approval of Colorado Health Facilities Authority Revenue Bond

The public hearing on the Approval of the issuance of the Colorado Health Facilities Authority Revenue Bonds, is hereby OPENED for presentation of comment for or against the issuance of Revenue Bonds. If you have written comments, please present them at this time.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **9/9/2025**

Closed Public Hearing on the Approval of Colorado Health Facilities Authority Revenue Bond

The public hearing on the Approval of the issuance of the Colorado Health Facilities Authority Revenue Bonds is hereby **CLOSED**.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **9/9/2025**

Approval of Colorado Health Facilities Authority Revenue Bonds

Authorize County Judge to sign the attached Approval by Applicable Elected Representative of Brazoria County relating to Colorado Health Facilities Authority Revenue Bonds for the benefits of CommonSpirit (“COFHA”) after a public hearing.

The Bonds are to be issued in an amount not to exceed $978,895,000 with up to $350,000 expected be used to finance and/or refinance certain projects located within Brazoria County, Texas.

The COFHA Bonds shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the County or of the State of Texas.

APPROVAL BY APPLICABLE ELECTED REPRESENTATIVE
BRAZORIA COUNTY, TEXAS

I, L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas (the "**County**"), certify with respect to the Colorado Health Facilities Authority Revenue Bonds (CommonSpirit Health) Series 2025 (the "**Bonds**"), that:

A public hearing was held, at the request of CommonSpirit Health ("**CommonSpirit**"), on September 9, 2025, with respect to the proposed issuance of tax-exempt revenue bonds by the Colorado Health Facilities Authority ("**COHFA**") in a principal amount not to exceed $978,895,000 for the benefit of CommonSpirit Health ("**CommonSpirit**"), with up to $350,000 of the proceeds thereof to be used to finance or refinance certain projects located within Brazoria County, Texas (the "**County Projects**") described below.

The proceeds of the Bonds may be used to (a) finance, refinance, pay, or reimburse the costs of the projects described below for the County Affiliates (defined below) and additional projects in other jurisdictions (including other jurisdictions in Texas, and in Colorado, Arizona, Georgia, Iowa, Kansas, Minnesota, Nebraska, Ohio and Oregon (collectively, the "**Other Jurisdictions**")); (b) refinance all or a portion of (i) (A) a taxable loan that refinanced COHFA's Revenue Bonds (CommonSpirit Health) Series 2019B-1 and (B) COHFA's Revenue Bonds (CommonSpirit Health) Series 2019B-2, portions of which financed or refinanced County Projects for the benefit of County Affiliates and additional projects in the Other Jurisdictions and (ii) the Development Authority of Catoosa County Revenue Bonds (CHI Memorial Hospital – Georgia) Series 2025; (c) pay certain expenses incurred in connection with the issuance of the Bonds; and (d) fund a debt service reserve fund for, and/or capitalized interest on, all or any portion of the Bonds.

The County Projects are owned or operated by CommonSpirit, The Community Hospital of Brazosport, and/or their affiliates or subsidiaries (collectively, the "**County Affiliates**"). The County Projects consist of the financing or refinancing of up to $350,000 for the costs of the acquisition, construction, renovation and installation of certain additions and improvements to and equipment in the amounts and at the healthcare facilities (including the related land, parking garages, office buildings, clinics, warehouses and other buildings) located on the CHI St. Luke's Health Brazosport campus, which is bordered generally by Canna Ln to the south, Oak Dr South to the north, Medical Dr to the east and 92 Lake Rd to the west and identified by various addresses including, but not limited to 208, 215-217 Oak Drive South, 100-140 Medical Drive, 194 Abner Jackson Pkwy and 200 Lake Road, all in Lake Jackson.

Based upon the evidence presented to me, for the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and for no other purpose, I hereby approve the Bonds and the projects to be financed and/or refinanced with the proceeds of the Bonds, all as described in the Notice of Public Hearing published in *The Facts* on June 29, 2019 (the "**Notice**") and approve the appointment of the person holding the public hearing described in the Notice. Neither the County nor the undersigned shall have any responsibility or liability for the Bonds or the facilities to be financed and/or refinanced with the proceeds of the Bonds. This approval is not to be construed as (i) a representation or warranty by the County or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) as a pledge of the faith and credit of or by the County, or (iii) a representation or warranty by the County concerning the validity or the corporate existence of any of the parties or the validity of the financing. Further, the fact that the undersigned has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially hereon on this September 9, 2025.

_____

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

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the proposed issuance by the Colorado Health Facilities Authority ("**COHFA**") of its limited obligation revenue bonds (the "**Bonds**"), for the benefit of CommonSpirit Health ("**CommonSpirit**") and affiliates, as follows:

1. Commencing at or about 9:00 a.m. on September 9, 2025, at the Brazoria County Courthouse Campus – Administration Building, at 237 East Locust Street, 2nd Floor, Room #205, Angleton, Texas 77515, which offices were open to the public for purposes of the hearing, I conducted a public hearing on the issuance of the Bonds, the proceeds of which are to be used to finance and refinance the projects described in the notice of public hearing published in *The Facts* on August 29, 2025 (the "**Notice**"), all of which are owned, operated, or managed by CommonSpirit or affiliates and located as described in the Notice.

2. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, regarding the issuance of the Bonds and the financing or refinancing of the projects described in the Notice.

3. At the hearing, no persons presented comments orally or in writing.

4. I imposed no time limitations on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this September 9, 2025.

_____

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **9/9/2025**

Treasurer’s Monthly Cash & Investment Report for July 2025

Approve the Treasurer’s Monthly Cash & Investment Report for July 2025. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **July 2025**. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **July 2025**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **September 9, 2025**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **July 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$197,458,377.18.**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

_____
Jay Burridge
Commissioner Precinct 1

_____
Ryan Cade
Commissioner Precinct 2

_____
Stacy L. Adams
Commissioner Precinct 3

_____
David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **9th day of September, 2025**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for July 2025

Account	Beginning Bank Balance 7/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 7/31/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,759,364.95	16,824,495.97	15,977,141.76	2,606,719.16	5,832.37	2.97
Operating	15,188,354.97	37,631,231.10	38,820,874.44	13,998,711.63	28,613.95	2.97
Comptroller Direct Deposit	406,202.00	3,241,850.23	3,388,335.65	259,716.58	1,911.67	2.97
Employee Benefit Trust Fund *	183,910.76	2,684,542.02	1,583,830.36	1,284,622.42	2,160.75	2.97
Credit Card Account	965,911.44	592,601.73	1,210,194.78	348,318.39	1,768.73	2.97
E-Filing / E-Recording	421,920.50	379,040.15	543,869.40	257,091.25	861.60	2.97
Parks Credit Card	73,900.66	49,582.25	96,991.68	26,491.23	137.97	2.97
Electronic Collections Clearing	140,299.08	117,409.77	161,271.35	96,437.50	280.90	2.97
Brazoria County Receivables	-	313,108.58	313,108.58	0.00	6.87	2.97
Tax Assessor/Collector Veh Inventory Prop Tax	1,197,662.08	215,229.55	1,732.08	1,411,159.55	2,974.58	2.97
Tax Assessor/Collector Boat Sales Tax *	45,788.79	68,993.13	63,115.24	51,666.68	73.94	2.97
Tax Assessor/Collector Motor Vehicle Acct	3,378,877.49	7,978,265.90	8,115,700.40	3,241,442.99	7,188.54	2.97
Tax Assessor/Collector Boat Collections	22,664.35	87,136.10	87,848.36	21,952.09	30.15	2.97
Tax Assessor/Collector Sales Tax Account *	1,229,147.92	5,105,029.30	5,460,490.06	873,687.16	1,802.66	2.97
Tax Assessor/Collector Tax Account	12,809,786.84	23,842,735.93	33,046,823.59	3,605,699.18	8,380.69	2.97
County Clerk Registry Fund	5,875,744.47	310,973.35	3,505,282.42	2,681,435.40	6,597.12	2.97
District Clerk Trust Fund	3,228,322.60	523,941.94	246,798.97	3,505,465.57	8,325.57	2.97
Sheriff Barber Shop Ed Training Program *	85,913.24	877.18	616.33	86,174.09	216.47	2.97
Sheriff's Dept Narcotic Unit-Operations	3,664.88	4,000.00	3,000.00	4,664.88	4.20	2.97
Comm. Super & Corrections Dept. Restitution Acct	135,163.27	30,767.58	41,211.01	124,719.84	322.19	2.97
District Atty Check Collection Account	21,955.26	2,035.75	1,824.80	22,166.21	53.86	2.97
Investment Acct	-	68,500.00	68,500.00	0.00	5.57	2.97
County Clerk Juvenile Restitution	3,336.82	419.15	894.87	2,861.10	7.06	2.97
District Clerk Restitution Fund	4,767.84	144.66	344.41	4,568.09	11.89	2.97
District Atty Task Force Operations	23,200.00	0.00	3,000.00	20,200.00	53.15	2.97
First National Bank of Lake Jackson Totals	**47,205,860.21**	**100,072,911.32**	**112,742,800.54**	**34,535,970.99**	**77,622.45**	

Total Balance of Non-Int Earning Accts: **11,171,140.08**

Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **45,707,111.07**

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO

Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **July 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137H1QS8	FHR 5136 JL				$2,000,000.00	$2,000,000.00	$1,492,743.42	$1,499,168.66	$1,215,345.27
	621476202107291	2/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38383DVS4	GNR 2021-193 PC				$2,500,000.00	$2,500,000.00	$1,679,793.33	$1,687,430.28	$1,367,551.50
	643477202111291	6/20/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	12566PAB1	CIM 2021-INV1 A2			Aaa	$2,500,000.00	$2,500,000.00	$1,848,858.40	$1,889,470.47	$1,480,057.37
	633367202110131	7/1/2051		2.500	NA	100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BGQB0	FNR 2021-52 JC				$2,500,000.00	$2,500,000.00	$1,811,339.58	$1,812,566.25	$1,488,191.35
	624444202108201	7/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137H26Q2	FHR 5144 PB				$2,500,000.00	$2,500,000.00	$1,807,973.23	$1,807,973.23	$1,498,069.44
	625853202108301	9/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJT47	FNR 2021-75 PB				$2,000,000.00	$2,000,000.00	$1,468,169.16	$1,467,025.95	$1,232,307.64
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
46 CMOs - Fixed Rate							$117,750,000.00	$35,913,946.06	$36,150,161.31	$29,566,247.20
Total Pledged 126 To: BRC		BRAZORIA COUNTY					$324,720,297.00	$59,968,258.70	$60,394,440.76	$50,651,445.74

$0.00	Munis with Maturity Under 2 Years	$52,869.01	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$59,915,389.69	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER

Brazoria County Treasurer's Office Proceedings for July 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	60	$ 399,632.34
Treasurer BCSO Transport Cash/Checks Deposits Processed	0	$ -
Treasurer Remote Deposits Processed	0	$ -
HealthCare Invoices processed	11	$ 1,384,222.01
Retiree Premium Processed	0	$ -
Under 65 Retiree Prepaid 401H Reimbursements processed	144	$ 42,480.00
Over 65 Retiree Prepaid 401H reimbursements processed	270	$ 75,653.00
Wire Transfers executed	125	$ 35,485,910.98
Toll Road Wires Executed	11	$ 6,936,096.27
EFT files processed	23	$ 13,801,735.76
Account Payables checks printed and distributed (102101)	1244	$ 7,808,203.36
Jury Payments Processed	1893	$ 51,572.00
BCCSCD checks printed and distributed	92	$ 26,383.94
HUD checks printed and distributed	82	$ 121,565.74
Payroll checks printed and distributed (102821)	67	$ 48,353.93
Payroll advices printed and distributed (est):	0	$ -
Stop payments issued	13	$ 13,958.09
Positive Pay files processsed:	11	$ -
General ledger Journal Entries posted - BRAZO		-
Toll Road General Ledger Journal Entries Posted		-
Reports to State	3	-
EFT Set ups, Declines and/or changes to EFT's	2	-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County General Ledger Fund Balance Activity
July 1, 2025 - July 31, 2025

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	-$5,752,946.15	$72,079,327.31	-$89,532,321.70	-$23,205,940.54	$125,384,156.16	$14,049,172.44	-$30,016,012.57	$109,417,316.03
10100 - General Fund - Construction	$105,084.63	$0.00	$0.00	$105,084.63				
10110 - Grand Parkway								
10200 - Juv Prob Fees	$14,128.83	$74.92	-$2,831.01	$11,372.74				
10300 - Unclaimed Juvenile Restitution	$11,568.52	$0.00	$0.00	$11,568.52				
10340 - Constable 4 Marine Team	$60,664.77	$127.73	$0.00	$60,792.50				
10350 - Sheriff Special Response Team	$8,870.38	$18.68	$0.00	$8,889.06				
10351 - Sheriff Drone Team	-$11,458.47	$0.00	-$1,439.68	-$12,898.15				
10352 - Sheriff Marine Team	-$7,596.88	$0.00	$0.00	-$7,596.88				
10353 - Sheriff Dive Team	-$9,516.81	$0.00	-$355.97	-$9,872.78				
10400 - Env Health-Retail Food Permits	-$30,528.99	$47,877.54	-$58,988.80	-$41,640.25				
10500 - District Clerk Contingency	$564,984.65	$1,202.26	-$11.38	$566,175.53	$307,938.67	$1,127.73	$0.00	$309,066.40
10600 - Fire Training Field	$14,022.74	$29.39	-$65.23	$13,986.90				
10700 - Parks Special Events	$26,445.26	$256.00	-$50.00	$26,651.26				
10710 - Parks SFA Special Projects	$11,095.63	$514.35	-$122.77	$11,487.21				
10850 - CPS-Donations	$44,438.83	$2,215.51	-$1,199.00	$45,455.34				
20000 - Road and Bridge Non-Construct	$13,489,091.59	$4,617,217.63	-$4,449,901.79	$13,656,407.43	$35,943,915.45	$133,139.57	$0.00	$36,077,055.02
20500 - Road and Bridge Construction	-$62,643.02	$588,555.74	-$508,814.32	$17,098.40				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$318,862.84	$438,147.20	-$436,879.81	-$317,595.45				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$8,769.37	$16,084.65	-$15,535.60	-$8,220.32				
30600 - HHS-RLSS-LPHS	-$3,993.20	$10,668.57	-$12,656.96	-$5,981.59				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$18,015.46	$42,633.59	-$42,678.74	-$18,060.61				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$16,629.28	$37,520.84	-$30,539.21	-$9,647.65				
30711 - COVID Health Disparities	$0.01	$0.00	$0.00	$0.01				
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$9,569.35	$29,255.15	-$39,364.89	-$19,679.09				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$14,996.92	$4,384.97	-$9,507.67	-$20,119.62				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$610,908.39	$52,151.87	-$129,958.17	-$688,714.69				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$85,480.00	$170,480.00	-$88,972.46	-$3,972.46				
31501 - DHS-St-UASI-M&A	-$717.42	$902.30	-$650.42	-$465.54				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer	-$104,507.52	$0.00	$0.00	-$104,507.52				
31508 - DHS-BC Mobile Command Vehicle	-$90,104.00	$180,208.00	-$90,104.00	$0.00				
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,408,864.17	$609,709.35	-$620,933.53	$1,397,639.99				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$2,009.85	$0.00	-$4.23	-$2,014.08				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$229,069.52	$60,742.74	-$57,418.80	$232,393.46				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-2023-Section 8 Housing-HAP	$83,551.46	$819,220.00	-$800,215.42	$102,556.04				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32153 - HUD-FY23-Section 8-EHV-HAP	$32,624.54	$55,188.00	-$54,401.00	$33,411.54				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$164,899.10	$178,763.12	-$312,182.66	-$298,318.64				
32214 - HOME	$25,645.10	$154,644.74	-$118,425.90	$61,863.94				
32215 - ESG	$56.43	$0.00	$0.00	$56.43				
32600 - HUD-Texas CDBG	-$447,160.07	$59.89	-$24,152.76	-$471,252.94				
32610 - HUD-2016 Flood GLO	-$172,455.62	$269.49	-$536.25	-$172,722.38				
32620 - HUD-Harvey GLO	-$66,130.17	$449.14	-$37,757.55	-$103,438.58				
33200 - USDOJ-Crime Vict Assist-VOCA	-$54,359.66	$29,094.15	-$58,288.10	-$83,553.61				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$1,934.16	$1,934.16	-$1,934.16	-$1,934.16				
33300 - USDOJ-Drug Court Program	-$1,664.74	$30,645.48	-$29,965.48	-$984.74				
33301 - OOG - Mental Health Court	-$55,987.81	$119,285.62	-$70,293.55	-$6,995.74				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$3,100.87	$41,890.26	-$33,247.93	$5,541.46				
33320 - USDOJ-Veterans Court Program	$17,678.39	$28,194.08	-$21,731.04	$24,141.43				
33330 - USDOJ-Domestic Violence Court	-$22,850.75	$28,765.85	-$26,276.86	-$20,361.76				
33415 - OJP-Edward Byrne Mem JAG Grant	$18,985.00	$0.00	$0.00	$18,985.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$2,279.43	$4,558.86	-$7,230.20	-$4,950.77				
33510 - USDOJ-Organized Crime Drug Enf								
33515 - Auto Theft Task Force								
33516 - Texas Anti-Gang Program								
33517 - Auto Theft Task Force	-$63,451.97	$93,932.51	-$74,479.00	-$43,998.46				
33518 - Texas Anti-Gang Program								
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$196,582.71	$413.92	$0.00	$196,996.63				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-$0.01	$0.00	-$2,988.25	-$2,988.26				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$861,774.27	$224,132.48	-$112,066.24	$973,840.51				
34616 - FEMA-Hazard Mitigation Grant P	-$2,060,414.15	$2,947,203.78	-$1,637,242.74	-$750,453.11				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-$233,491.82	$7,477.36	-$3,738.68	-$229,753.14				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$1,027,895.17	$2,705.96	-$109,955.17	-$1,135,144.38				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$44,460.14	$7,134.77	-$19,499.17	-$56,824.54				
34717 - FCC-Library ECF Funding	$3,479.74	$3,479.74	-$3,479.74	$3,479.74				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$279,692.27	$0.00	-$1,083.32	-$280,775.59				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$18,874,703.67	$0.00	-$1,169,328.24	$17,705,375.43	$4,141,885.63	$15,469.50	$0.00	$4,157,355.13
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund								
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-$5,720,787.84	$0.00	-$374,964.04	-$6,095,751.88				
34882 - TXDOT-CR59 (CSJ 305)	-$2,162,583.59	$0.00	-$6,699.90	-$2,169,283.49				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	-$1,600,000.00	$0.00	$0.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$665,269.23	$116,913.74	-$242,815.93	$539,367.04				
35010 - TJJD-Salary Adjustment Grant	$170,531.63	$57,559.61	-$112,249.54	$115,841.70				
35015 - Supplemental & Emergent Funds	$15,000.00	$0.00	-$15,000.00	$0.00				
35650 - TJPC-JJAEP-Boot Camp-8/31	-$530,084.00	$59,639.15	-$145,019.39	-$615,464.24				
35660 - TJPD-JJAEP Discretionary								
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	-$8,850.00	$35,990.00	-$35,990.00	-$8,850.00				
36076 - TPW-Resoft-Shoreline Improveme								
36120 - SOS-Voting machines reimb								
36130 - Inactivate Body Worn Cameras								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	-$61,984.79	$0.00	-$7,911.60	-$69,896.39				
36410 - Texas Veterans Treatment Crt	-$3,037.86	$6,075.72	-$3,037.86	$0.00				
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$1,117,158.42	$2,343.68	-$4,072.16	$1,115,429.94				
36605 - GLO-Beach User Fees	-$420,990.83	$157,622.25	-$215,327.44	-$478,696.02				
36606 - GLO_CMP_SJP	-$357,210.98	$714,103.01	-$357,233.56	-$341.53				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-$10,329.39	$25,961.63	-$22,121.13	-$6,488.89				
37100 - OAG-TEXAS VINE CONTR	-$7,798.46	$0.00	$0.00	-$7,798.46				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$8,060.29	$23,757.11	-$26,657.93	-$10,961.11				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37710 - OAG-Opioid Settlement	$371,020.17	$0.00	$0.00	$371,020.17				
37800 - OAG-Regional Juv Mental Hlth S	-$1,800.00	$800.00	-$400.00	-$1,400.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP	-$7,000.00	$7,000.00	$0.00	$0.00				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	$507,245.20	$162,472.11	-$240,461.06	$429,256.25				
38010 - Economic Development Tax Abate	$1,896.84	$3.99	$0.00	$1,900.83				
38020 - BC Industrial Development Corp	$102,776.80	$254.83	$0.00	$103,031.63				
38100 - Vital Statistics Fee	$146,770.31	$2,694.33	-$1,020.00	$148,444.64				
38110 - CC Records Mgmt-Recording	$586,798.85	$336,838.63	-$96,625.57	$827,011.91	$1,103,394.61	$4,040.92	$0.00	$1,107,435.53
38120 - CC Records Archive	$3,005,510.91	$152,453.42	-$457,165.52	$2,700,798.81				
38130 - CC Records Mgmt-Criminal	$181,132.92	$6,303.49	-$37,068.73	$150,367.68				
38200 - CC Records Mgmt-Civ,Crim,Prob	$201,751.18	$450.12	-$39.24	$202,162.06	$364,069.49	$1,333.32	$0.00	$365,402.81
38210 - County Graffiti Eradication	$3,341.13	$7.04	$0.00	$3,348.17				
38220 - CC-DC Technology	$156,474.70	$1,674.05	-$715.48	$157,433.27				
38230 - CC Records Preservation	$124,040.77	$319.91	$0.00	$124,360.68				
38240 - CC-DC Specialty Court	$207,171.25	$7,571.87	-$3,758.21	$210,984.91				
38250 - CCSB41 Consolidated Rec Mgmt	$163,081.07	$9,939.47	-$6,025.00	$166,995.54				
38251 - CCSB41 Clerk of Court Account	$328,517.76	$19,978.77	-$12,215.00	$336,281.53				
38300 - Child Abuse Prevention Fund	$2,233.82	$139.52	-$20.01	$2,353.33				
38310 - Family Protection Fund								
38320 - DC Records Management	$72,636.39	$2,539.92	-$1,122.05	$74,054.26				
38330 - DC Records Archive	$45,828.19	$109.82	-$37.81	$45,900.20				
38340 - DC Records Preservation	$23,074.81	$102.05	-$42.78	$23,134.08				
38350 - DC Records Technology	$40,410.31	$108.53	-$12.77	$40,506.07				
38360 - DCSB41 Consolidated Rec Mgmt	$498,589.59	$34,814.49	-$19,493.35	$513,910.73				
38361 - DCSB41 Clerk of Court Account	$789,004.17	$52,174.11	-$29,022.80	$812,155.48				
38400 - Justice Court Bldg Security	-$179,573.50	$50,069.00	-$79,569.88	-$209,074.38				
38410 - Justice Court Technology Fund	$781,038.04	$12,631.39	-$14,150.07	$779,519.36				
38420 - JPSB41 Support Fund	$925,188.73	$58,548.78	-$22,618.68	$961,118.83				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	$309,401.36	$90,768.59	-$134,518.49	$265,651.46				
38501 - Courthouse Attny Access Card	$20,270.57	$557.79	-$465.00	$20,363.36				
38510 - SB41 Court Facility Fee Fund	$428,038.06	$27,504.57	-$15,724.70	$439,817.93				
38511 - SB41 County Jury Fund	$214,014.58	$13,771.70	-$7,862.35	$219,923.93				
38512 - SB41 Language Access Fund	$176,029.09	$11,173.75	-$5,085.29	$182,117.55				
38513 - SB41 Guardianship Fund	$37,657.35	$2,309.42	-$1,470.00	$38,496.77				
38514 - SB41 Court Report Service Fund	$535,048.04	$34,382.28	-$19,655.87	$549,774.45				
38515 - SB41 Appellate Judicial System	$107,090.92	$6,891.03	-$3,936.18	$110,045.77				
38516 - SB41 Judicial Edu and Support	$18,323.06	$1,108.64	-$695.00	$18,736.70				
38600 - LEOSE	$89,916.29	$786.54	-$4,671.40	$86,031.43				
38710 - D A Hot Check Collection	$6,568.51	$280.95	-$232.50	$6,616.96				
38720 - D A Supplemental	$2,552.28	$461.80	-$1,004.74	$2,009.34				
38730 - D A Forfeiture, CCP Chapter 59	$608,591.50	$10,550.44	-$9,063.67	$610,078.26				
38750 - Pretrial Diversion	$298,491.14	$76,818.87	-$66,533.41	$308,776.60				
38810 - Voter Registration	-$1,500.00	$0.00	-$33,256.00	-$34,756.00				
38820 - Special Inv,Dealer Escrow-Tax	$234,242.51	$6,277.30	-$2,356.07	$238,163.74	$35,968.53	$131.69	$0.00	$36,100.22
38830 - Scofflaw Fees, TTC Sect 502.01	$2,335.06	$4.92	$0.00	$2,339.98				
38910 - Election Services Contract	$404,843.83	$119,635.55	-$107.78	$524,371.60				
38920 - Elections - HAVA Equip. Rental	$1,374,987.29	$2,895.13	$0.00	$1,377,882.42				
39020 - Constable Pct 2 Forfeiture	$3,058.66	$6.44	$0.00	$3,065.10				
39040 - Constable Pct 4 Forfeiture	$2,465.05	$5.19	$0.00	$2,470.24				
39100 - Sheriff Contraband Forfeiture	$77,205.31	$155.98	-$3,126.33	$74,234.96				
39110 - Braz Cnty Narcotics Task Force	$1,476,271.89	$14,997.47	-$104,283.44	$1,386,985.92				
39120 - Sheriff Commissary Fund	$1,628,552.06	$209,551.10	-$176,438.32	$1,661,664.84				
39130 - Sheriff-Federal Forfeiture	$648,003.67	$78,928.55	-$40,645.41	$686,286.81				
39200 - Juvenile Case Manager Fund	$26,119.94	$51.57	-$41.57	$26,129.94				
39210 - Bond & Occupational LSF	$3,101.16	$18,376.66	-$23,734.50	-$2,256.68				
39300 - Reliant Energy CARE Program	$20,250.16	$0.00	-$1,844.80	$18,405.36				
39305 - Direct Energy N2N	$1,018.08	$0.00	-$178.10	$839.98				
39306 - Cirro Energy - Utility Assist.	$5,190.35	$0.00	$0.00	$5,190.35				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fin. Corp.	$230.31	$0.49	$0.00	$230.80				
39410 - Library-Special Projects	$320,460.85	$935.60	-$791.64	$320,604.81				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	$24,093.84	$0.00	-$5,109.00	$18,984.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	$0.00	$10,000.00				
39620 - Shoreline Rest. Task Force	$36,902.46	$77.70	$0.00	$36,980.16				
39630 - 2006 GoM Energy Security Act	$4,519,569.50	$9,513.06	$0.00	$4,529,082.56				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	$11,786.09	$0.00	$0.00	$11,786.09				
39766 - Twin Lakes Assmt	$42,174.00	$1,504.00	$0.00	$43,678.00				
39768 - Old Coffee Plantation Sp Asses	$14,628.60	$0.00	$0.00	$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Assess	-$50,292.84	$0.00	$0.00	-$50,292.84				
39771 - Lindell-Donley Dr Spec Assess	-$68,615.00	$0.00	$0.00	-$68,615.00				
39772 - Pinetree Trail Rd Spec Assess								
39774 - Forest Loop Special Assessment								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39775 - River Road (CR31a) Spec Assess								
39776 - Mustang Spur Spec Assess								
39777 - Jasper Special Assessment								
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses	$75,061.36	$0.00	$0.00	$75,061.36				
39800 - Law Library	-$163,186.53	$57,016.86	-$67,319.68	-$173,489.35	$135,390.96	$495.86	$0.00	$135,886.82
39900 - Mosquito Control District	$1,084,357.81	$319,974.68	-$612,136.68	$792,195.81	$444,134.60	$1,626.56	$0.00	$445,761.16
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$658,268.71	$71,845.90	-$0.02	$730,114.59	$560,718.20	$2,053.50	$0.00	$562,771.70
42000 - 2021 Gen Oblig Rfd (2012 CO)	$247,687.71	$128,018.98	$0.00	$375,706.69				
42100 - 2018 Cert of Oblig-I,S	$620,796.92	$43,585.30	$0.00	$664,382.22				
42200 - 2021 CO-Courthouse Campus I,S	$2,952,277.84	$231,060.25	-$0.05	$3,183,338.04				
44000 - Toll Road-SH288-I&S	$292,309.22	$6,715,281.19	-$6,565,977.85	$441,612.56				
44100 - Toll Road-288EXT-I&S	$394,800.00	$100,000.00	-$9,343.75	$485,456.25	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,761,449.23	$164,149.47	$0.00	$1,925,598.70	$1,007,916.16	$3,691.27	$0.00	$1,011,607.43
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$2,152,407.46	$4,238.15	-$139,581.38	$2,017,064.23				
52200 - 2021 CO-Courthouse Campus C,M	-$7,989,135.40	$0.00	-$1,068,539.44	-$9,057,674.84				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$749,510.73	$8,101.82	$0.00	$757,612.55	$2,188,166.10	$8,066.64	$0.00	$2,196,232.74
54100 - Toll Road-SH288EXT-C & M	$2,266,296.41	$0.00	-$2,456,413.11	-$190,116.70	$21,644,569.35	$81,171.12	$0.00	$21,725,740.47
55000 - Mobility Plan								
57200 - Ring of Honor	$67,018.63	$141.11	$0.00	$67,159.74				
60500 - Airport Operating	-$2,274,827.33	$629,773.14	-$719,523.72	-$2,364,577.91				
61000 - BCTRA O&M SH288	$16,674,409.21	$1,405,926.32	-$466,550.86	$17,613,784.67	$24,732,635.75	$91,659.35	$0.00	$24,824,295.10
64000 - BCTRA FM518 PEDC-SH288	$305,888.28	$160.52	$0.00	$306,048.80				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$2,283,273.94	$0.00	-$101,395.28	-$2,384,669.22				
71000 - Health Care Benefits	-$480,653.55	$3,386,997.46	-$1,703,546.65	$1,202,797.26	$2,415,522.52	$8,846.30	$0.00	$2,424,368.82
72000 - Employee Health Clinic	$248,306.80	$72,422.43	-$262,458.20	$58,271.03				
73000 - Insurance Reserve	$350,691.73	$620.37	-$56,058.12	$295,253.98	$706,091.86	$2,585.87	$0.00	$708,677.73
81000 - B Cnty Groundwatr Conserv Dist	$2,667,344.28	$113,546.68	-$134,471.26	$2,646,419.70				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$22,574.43	$36,251.75	-$70,968.88	-$57,291.56				
81600 - CSCD-TAIP Treatment Alter.	$17,628.86	$8,206.64	-$15,942.82	$9,892.68				
81700 - CSCD DP17 - MHealth Caseloads	$24,711.76	$17,623.42	-$34,232.51	$8,102.67				
81800 - CSCD Basic Supervision Prog	$925,868.75	$810,795.59	-$1,032,276.26	$704,388.08				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$123,935.59	$22,778.93	-$44,403.90	$102,310.62				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$32,446.03	$16,073.38	-$32,401.66	$16,117.75				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$21,009.00	$15,869.64	-$30,826.98	$6,051.66				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$84,938.90	$35,857.45	-$69,928.26	$50,868.09				
82600 - CSCD-Mental Health Treatment	$15,597.18	$4,211.92	-$8,222.36	$11,586.74				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,784.58	$3.76	$0.00	$1,788.34	$16,577.83	$60.74	$0.00	$16,638.57

Brazoria County Portfolio Report for July 2025

Current Date: 7/31/2025

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency	3130B4SA0	4.600	01/28/25	01/28/28	01/28/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	911	4.600	$ 46,000.00
10000	FFCB	Agency	3133EREXE6	4.290	10/22/24	10/15/26	10/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9997	$ 1,997,440.00	441	4.290	
10000	FNMA	Agency	3136GADV8	4.550	03/25/25	03/24/28	09/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	967	4.550	
10000	FHLB	Agency	3130B3C35	4.350	10/22/24	10/21/27	10/21/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9995	$ 1,998,140.00	812	4.350	
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 1,999,840.00	939	4.700	
10000	FHLB	Agency	3130B4UM1	4.400	02/12/25	08/12/27	08/12/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,160.00	742	4.400	
10000	FNMA	Agency	3133ETEC7	4.500	04/25/25	01/24/28	07/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	907	4.500	$ 22,500.00
10000	FFCB	Agency	3133ETNH6	4.253	06/30/25	03/30/27	12/30/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	607	4.253	

matured or called

997	TexPool	LGIP		4.312				$ 97,116,044.26	100.00	$ 97,116,044.26	$ 97,116,044.26	100.00	$ 97,116,044.26	1	4.312	$ 401,835.01
998	Texas Class	LGIP		4.407				$ 38,639,641.85	100.00	$ 38,639,641.85	$ 38,639,641.85	100.00	$ 38,639,641.85	1	4.407	$ 144,319.79
999	Depository	Cash		2.970				$ 45,707,111.07	100.00	$ 45,707,111.07	$ 45,707,111.07	100.00	$ 45,707,111.07	1	2.970	$ 77,622.45
								$ 197,462,797.18		**$ 197,462,797.18**	**$ 197,462,797.18**		**$ 197,458,377.18**			**$ 692,277.25**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,973.79	116,152.20	185,339.84	383,465.83	156,751.13	104,485.67	102,010.78	363,247.58	88,984.60	101,195.11	92,630.60	282,810.31	77,622.45			77,622.45	1,107,146.17
				-				-									
TEXPOOL	372,169.29	290,647.25	415,789.51	1,078,606.05	466,496.06	587,732.84	576,186.80	1,630,415.70	505,041.46	464,095.47	402,340.38	1,371,477.31	401,835.01			401,835.01	4,482,334.07
								-									
Texas Class	159,160.06	149,797.78	151,055.13	460,012.97	145,585.33	130,529.26	143,219.76	419,334.35	139,060.16	143,320.31	139,016.83	421,397.30	144,319.79			144,319.79	1,445,064.41
				-				-									
Agencies	198,961.11	-	26,150.00	225,111.11	49,750.00	68,500.00	52,000.00	170,250.00	185,550.00	-	17,403.33	202,953.33	68500.00			68,500.00	666,814.44
				-				-									
Total Per Month	812,264.25	556,597.23	778,334.48	2,147,195.96	818,582.52	891,247.77	873,417.34	2,583,247.63	918,636.22	708,610.89	651,391.14	2,278,638.25	692,277.25			692,277.25	7,701,359.09

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%	3.02%	**2.99%**	2.97%			**0.99%**	2.63%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.33%	**4.36%**	4.34%	4.31%	4.30%	**4.31%**	4.31%			**1.44%**	3.75%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%	4.40%	**4.42%**	4.41%			**1.47%**	3.86%

BRAZORIA COUNTY
Unlimited Tax Road Refunding Bonds
Series 2020
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
	588,125.00	6,460,000.00	426,625.00	7,474,750.00

Debt History:

Date of Receipt	January 23, 2020
Amount of Issue	$9,840,000.00
Last Maturity	March 01, 2030
True Interest Cost	1.720776%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: 2010B Unlimited Tax Rd Bonds, (Build America Bonds)

BRAZORIA COUNTY
Certificates of Obligation
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00	0.00	5,885,400.00
	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00

Debt History:

Date of Receipt	November 03, 2021
Par Amount	$86,895,000.00
Premium on Bonds	$12,605,000.00
Total Proceeds	$99,500,000.00
Last Maturity	March 01, 2046
True Interest Cost	2.576943%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

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BRAZORIA COUNTY
Limited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
	1,498,800.00	13,250,000.00	1,177,325.00	15,926,125.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$15,815,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.360143%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Certificates of Obligation

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BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
	356,400.00	3,785,000.00	280,700.00	4,422,100.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$4,555,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.339921%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Unlimited Tax Road Bonds

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BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
	130,625.00	2,040,000.00	79,625.00	2,250,250.00

Refunded Series 2008 Unlimited Tax Road Bonds

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$4,415,000.00
Last Maturity	March 01, 2028
True Interest Cost	2.647974%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\Unlimited Tax Refunding Bonds, Series 2018 Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY
Certificates of Obligation
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00	0.00	652,800.00
	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$8,120,000.00
Last Maturity	March 01, 2038
True Interest Cost	3.496221%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\2018 Cert of Obligation Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY, TEXAS
Series 2016 - Unlimited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00	0.00	1,096,750.00
	150,500.00	3,060,000.00	78,875.00	3,289,375.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,425,000.00
True Int cost	2.376%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Unlimited Tax Road Bonds

BRAZORIA COUNTY, TEXAS
Series 2016 - Limited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
	74,000.00	2,095,000.00	26,750.00	2,195,750.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,125,000.00
True Int cost	2.207%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Certificate of Obligation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **9/9/2025**

Proposed Property Tax Rate

That Commissioners Court proposes a tax rate of $_____ per $100 valuation and take record of votes.

The Commissioners Court of Brazoria County, Texas will meet on Tuesday September 23, 2025, at 9:00 am in the Commissioners Courtroom located on the second floor of the Brazoria County Courthouse Administration Building at 237 E. Locust St. in Angleton, Texas to adopt the tax rate for fiscal year 2026.

1._____	PRECEDING YEAR'S TAX RATE	.303546
2._____	NO NEW REVENUE RATE	.304758
3._____	VOTER APPROVAL TAX RATE	.358778
4._____	OTHER	_____

VOTING	AYE	NAY
County Judge L.M. "Matt" Sebesta Jr.		
Commissioner Jay Burridge		
Commissioner Ryan Cade		
Commissioner Stacy L. Adams		
Commissioner David Linder		

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **9/9/2025**

Issuance of a Purchase Order After the Fact - Brazoria County Community Supervision and Corrections Department (CSCD)

The Court ratifies issuance of a purchase order after the fact for the following invoice related to a purchase made by Brazoria County Community Supervision and Corrections Department (CSCD) for which a requisition was not obtained prior to the purchase being made:

Anew Psychological Services, LLC invoice #46560 dated August 25, 2025 in the amount of $300.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

From
Anew Psychological Services, PLLC
3129 Kingsley Drive Unit 840
Pearland, TX 77584-8504

Invoice

Bill To
Mark Winkler
302 Williamsburg Ave
Clute, TX 77531-4775

Invoice
#46560
Issued: 08/25/2025
Due: 08/30/2025

Client
Mark Winkler
(979) 864-2131
jenniferb@brazoriacountytx.gov

Provider
Arlene Gordon-Hollingsworth
Tax ID: 821983315
NPI: #1710274873
(281) 818-6758
anew@anew-psychological.com

Date	Description	Amount
08/21/2025	Evaluation with Arlene Gordon-Hollingsworth	$300.00

Subtotal	300.00
Total	300.00
Amount Paid	0.00
Balance	$300.00

Notes
Brazoria County Community Supervision and Corrections Dept.

Make Payments to: Anew Psychological Services, PLLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **9/9/2025**

Open public hearing on an Automotive Wrecking & Salvage Yard License application submitted by Bavaria Autoparts LLC

The public hearing on the Automotive Wrecking & Salvage Yard license application submitted by Bavaria Autoparts LLC is hereby opened for presentation of comments on, for, or against the proposed license.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **9/9/2025**

Close public hearing on an Automotive Wrecking & Salvage Yard application submitted by Bavaria Autoparts LLC

The public hearing on the Automotive Wrecking & Salvage Yard license application submitted by Bavaria Autoparts LLC is hereby closed.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **9/9/2025**

Bavaria Autoparts LLC Automotive Wrecking and Salvage Yard Application

That the application for a Automotive Wrecking and Salvage Yard to Bavaria Autoparts LLC located at 17519 Pearland Sites Road, Pearland, Texas, and attached hereto be granted in accordance with the County of Brazoria Order Establishing Rules for Junkyards, Automotive Wrecking and Salvage Yards.

RECEIVED
JUL 22 2025
ENVIRONMENTAL HEALTH DEPT.

PERMIT NO. _____

APPLICATION FOR JUNKYARDS, AUTOMOTIVE WRECKING, SALVAGE YARD LICENSE

BRAZORIA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
111 E. LOCUST BLDG, A-29, STE 270 AN GLETON, TX 77515
(979) 864-1600, (979) 388-1600, (979) 281-756-1600
This application will expire (1) year from date issued.

The undersigned hereby makes application for:

_____ Operation of a junkyard
_____ Expansion of any of the above
_____ Change of the location
__X__ Operation of an automotive wrecking yard
_____ Operation of a salvage yard

****This form must be completely filled out to accept. Please type or print all information. A check, cash or money order for $25.00 must accompany this application. A current driver's license must be provided for a copy to be kept on file. There will be no refunds once this application is submitted.

Commissioner's Precinct 1____ 2____ 3____ 4____

Name of Business/Operation Bavaria Autoparts LLC
Site Address 17519 Pearland Sites Rd
City Pearland State TX Zip 77584 Phone 346-4737858
Mailing Address 3625 Bosc Dr
City Pearland State TX Zip 77581 Phone _____
Business Address 9201 Tavenor Ln
City Houston State TX Zip 77075 Phone _____
Name of Applicant: Feliks Bulatov
Applicant's Residential Address: 3625 Bosc Dr
City Pearland State TX Zip 77581 Phone 346-4737858

Location of deed recorded in Real Property Records of Brazoria County, Texas
Page Number: 01887 Volume Number 10
Exact Legal Description of Proposed Operation A0550 HT & BRR TRACT 38B1 ACRES 2.0

Please attach a detailed drawing of the proposed facility

Is the applicant a partnership? __X__ No _____Yes If yes, please provide the name, mailing address, residential street address and business street address for each member of the partnership on a separate attached document.

Is the applicant a corporation? __X__ No _____Yes If yes, please provide the name, mailing address, residential street address and business street address for each officer and director of the corporation and the name and address of process on the registered agent of the corporation on a separate attached document.

Additional Documents Required:

1) If an assumed name (d/b/a) is used, a date-stamped copy of Certificate of Assumed Name
2) If the applicant is a general partnership, a copy of the fully executed partnership agreement
3) If the applicant is a limited partnership, a date-stamped copy of the Certificate of Limited Partnership
4) If the applicant is a corporation, a date-stamped copy of the Articles of Incorporation filed with the Secretary of State and a certified copy of the corporate resolution authorizing the corporation to file an application pursuant to these rules and designating the officer authorized to execute the application.
5) If the applicant is not the owner in fee simple of the proposed yard, a properly executed power of attorney or other written evidence of the agency agreement between the applicant and the owner.

"Applicant grants Brazoria County authority to place notices pursuant to Article 3.02 (c) and access on the site of the proposed yard. All information contained in said application shall be true and correct to the best of the applicant's knowledge and belief. Applicant acknowledges that the license applied for shall subject to all provision of the codes and statues of the State of Texas."

_____ Date 7/17/2025
Signature of Owner

[redacted]
Owner's Driver License Number

APPROVAL OF APPLICATION:

APPROVAL____DISAPPROVAL____DATE_____INSPECTOR_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **9/9/2025**

Floating Holiday

Approve the attached Floating Holiday Policy.

Floating Holiday Policy

The Brazoria County floating holiday policy grants one (1) paid day off per calendar year to all regular, full-time employees. This paid day off offers employees the flexibility to choose a day to celebrate a personal, cultural, or religious event, or to observe a state, federal, or historical holiday that falls on a regular workday when county offices are open.

The floating holiday will be allocated at the start of each calendar year to all full-time employees actively employed as of January 1st. This floating holiday will be equivalent to the employee's standard daily work schedule. Example, an 8-hour workday schedule is equal to one 8-hour floating holiday. A 10-hour workday schedule is equal to one 10-hour floating holiday. The floating holiday allocation will be provided to employees whose start date is after January 1st, effective upon their date of hire.

The floating holiday must be scheduled in advance and approved by the employee’s supervisor prior to use. A request does not guarantee approval. The floating holiday may only be taken in full day increments.

The floating holiday will not be carried over to the next calendar year, nor may it be cashed out if not taken or paid upon termination of employment. The floating holiday may not be used as an employee’s last day of employment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **9/9/2025**

2026 Holiday Schedule

Approve the 2026 holiday schedule for Brazoria County employees.

Brazoria County Holidays - Calendar Year 2026

Holiday	Day Observed	
New Year's Day	Thursday	January 1, 2026
Martin Luther King, Jr. Day	Monday	January 19, 2026
Presidents Day	Monday	February 16, 2026
Texas Independence Day	Monday	March 2, 2026
Good Friday	Friday	April 3, 2026
~~San Jacinto Day~~	~~Tuesday~~	~~April 21, 2026~~
Memorial Day	Monday	May 25, 2026
Independence Day	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Veterans Day	Wednesday	November 11, 2026
Thanksgiving	Thursday and Friday	November 26-27, 2026
Christmas	Thursday and Friday	December 24-25, 2026

San Jacinto Day Holiday replaced by floating holiday

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **9/9/2025**

Award ITB #25-55 Equipment Rental

Approval to award “ITB #25-55 Equipment Rental” to the following vendors who submitted the best bids meeting our specifications per the attached summary.

- Herc Rentals Inc., of Bonita Springs, Florida
- Associated Supply Company Inc., of Houston, Texas

Further, 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.

25-55 Award Summary

A total of nine hundred and ninety-seven (997) 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 fifty-six (56) document takers resulting in three (3) submissions. One was deemed non-responsive.

Upon recommendation of the Purchasing Department, award “ITB# 25 -55 Equipment Rentals” to the following vendors, who submitted the best bids meeting our specifications.

- Herc Rentals Inc., of Bonita Springs, Florida
- Associated Supply Company Inc., of Houston, Texas

4d7Inc@gmail.com
a.murguiamad@yahoo.com
a6scientific@gmail.com
aaron@oleumequipment.com
aaron@sageoilvac.com
ABROWN@SLAINC.COM
accounting@3cindustrial.net
accounting@athansaudiovisual.com
accounting@elite-equ.com
accounting@himesservice.com
accounting@hotrodmech.com
accounting@restorebiomedical.com
aclean@att.net
acorrea@bexarcare.com
acosta@dinacontracting.com
acraig@ses-services.com
admartin@he-equipment.com
admin@apexsites.com
admin@coreprojectsgroup.com
admin@jwctexas.com
admin@servicebeaver.com
Admin@trailsofperseverancellc.com
adrian.sierra@excelresourcesgroup.com
adtowmaster@elp.rr.com
advancedstepsmeq@gmail.com
afarghaly@century-dynamics.com
aftab@petromenglobalinc.com
agaber@txsafetyequipment.com
agape@delromanagement.com
ageorge@focusbusinessinc.com
agollinger@indcom.net
AHUGAWAYHEALTHCARE@YAHOO.COM
ajith@geindustrialsupplies.com
ajohn@iccsoftware.net
akhil@mans.us
AlanaCook@ProMedCompanies.com
alex.martinez@ers-cat.com
alex@mit-worldwide.com.com
alexis@igcsintl.com
alfredo.ramirez@hp.com
ali.tayh@khudairigroup.com
AlliesLandClearing@gmail.com
allison.ward@equipmentshare.com
altownsend@atvirotech.com
amber@professionalpolish.com
amiller@opifexenterprises.com
andah@atlanticpetro.com
andrew.milligan@ers-cat.com
andrew@tejasadvancedsolutions.com
Andy.Reynolds@doggett.com
andy@arcairtankers.com
aneves@ntxpowersystems.com
aniemi@zinavolt.com
Anil@stratinel.com
anna@ctjenergy.com
ANTHONY@SKOLINDUSTRIAL.COM
anthonybyrd@jonnyra.com
ap@f6plumbing.com
approvals@mil-serve.com
ar@americase.com
AR@essellc.com
ar@vermeertexas.com
arlan.smith@altec.com
armando.alfaro@mobilitycity.com
arnoldo.martinez@techsolutionservices.com
art@elpasodoor.com
artura@tdgsci.com
arusher@rushcomechanical.com
asandoval@larmarindustries.com
ashley@breezydayllc.com
ASikula@cliffordpower.com
asmith@wilson-company.com
aspears@elteccorp.com
aspect@airmail.net
astarkweather@facekey.COM
astow@hrsrental.com
ataiwo@globalwavemart.com
atif32@yahoo.com
aundrea@competitivechoice.net
austin.mccasin@blackgreygold.com
austin@climatecontrolsolutions.com
awise1@ur.com
awolf@RentalWorld.com
b.homan@kirbycorp.com
barbie@thealamo.net
BattleAxeTransport@gmail.com
bbahn@blueprinter.com
bbschultz@cesco-inc.com
bcollins@promaxima.com
bdenney@texaspatcher.com
BDixon@vactruckrental.com
bdurbin@atec.com
benitoflores@expresspowerservices.com
beto.lopez@argpetro.com
beverette@uclswiftamericas.com
beyer.junfin@me.com
bfauctioneers@aol.com
bgarbin@xmek.com
bhansen@dustrol.com
bharris@eagleequipmentusa.com
bids@stormsl.com
bill.snipes@testforce.com
bill.soldat@triencon.com
bill@hwyiss.com
blaine.tompkins@airarmortech.com
bmanetta@argentassociates.com
bmarshall@marshallmachineinc.com
bmesser@energysystems.com
bob.baker@picotech.com
bob.imbriani@teamww.com
bob@miracleparkplace.com
bobby@wallseco.com
BOBG@HITEK84.COM
bpaull@generalbody.com
brad.vajdak@doggett.com
brad@nedealers.com
bradensmith@darrequipment.com
brandi@abexcavation.com
Brandon@interstatecarbonic.com
brendansgeneratorservice@outlook.com
Brettwade23@gmail.com
brian.hogan@upliftdesk.com
Brian.Hutcheson@WarrenCAT.com
Brianne@waterresourcesco.com
Brittany@craigsdirtservice.com
bruceesnider@gmail.com
Bryan@itagequipment.net
Bryant.Colino@esmengineers.com
bseloff@airrengineering.com

bud741@gmail.com
byrle@dmedicus.com
bz@bzdefense.com
c4.maciec@gmail.com
cali@newtontransportation.com
camille@cartoli.com
candglock@att.net
Candice@freemanpavingllc.com
carl@houstonmachinery.com
carla@npetex.com
carlos@shopmedmart.com
carolhopeairscantech@msn.com
casey.sides@warrencat.com
Casey@5startexasroofing.com
cathi@techwayservices.com
cbailey@derice.com
cbell@lhb-tx.com
CBurgos@CombatReadyUSA.com
CCOWLEY@simtekinc.com
ccurry@shelbydistributions.com
cd@woodenswords.com
cderrah@dme-vet.com
cecia@accuracal.com
cgb.llc23@gmail.com
chad.johnson@theakanagroup.com
chad.suitonu@gmail.com
chandra@barrett4solutions.com
chanic@sunbeltstudwelding.com
charles@apexconnectivity.com
charles@fceatonenterprises.com
CHARLESWOOD@ICI-CONNECTS.COM
charletdebbie@gmail.com
charliep@redi-quip.com
charu@gasochem.com
chase@precision24.net
chaseruhnke@clearrestorationservices.com
chief@statewideprotective.com
chinton0810@yahoo.com
chris.betros@cpower.com
Chris@allentri.com
CHRIS@ALVINEQUIPMENT.COM
chris@bravoglobalsupply.com
chris@generatorsource.com
Chris@ignitionlandservices.com
chris@mmrtx.com
chris@newtradewinds.com
christie@mansfieldfuneralhome.com
christophergarnett71@icloud.com
christyp@proservcrane.com
christysmith@staleyent.com
chrisyancey@reiservices.com
cindy@bestglide.com
cindy@koolinklothz.net
citytransportersinc@gmail.com
Clarence.Lee@SGS-ANC.COM
CLAUDIAB@UNIVERSALTIME.NET
clayton@dgcomm.net
clinton.a.bailey@thedeploymentsupplystore.com
Clutchcitycleaners@gmail.com
cmatthews@gensolutionsllc.com
cmccain@5mmechanical.com
cmdnationalconstruction@gmail.com
cmp@pencil-cup.com
cnorton@vtc.us.com
CNWOGBO@GMAIL.COM
cody@connectrow.com
cody@rapidresponsestaff.com
codyc@go-ccs.com
condg1@yahoo.com
conrad@on-sitepowersystems.com
contact@allamericanfederal.com
contact@top5equipment.com
contracts@richingram.com
CORKYTEXAS72@YAHOO.COM
cotton@petragroupusa.com
courtney@archivesupplies.com
cparma@airtools.com
CrescentHammerEnt@yahoo.com
croberts@ricochetfuel.com
cs@barking-bad.com
csaenz@callanindustrial.com
cscott@millis.com
cshaw@cat5resources.com
csmith@dfwfireequipment.com
csmith@texasdisposal.com
csolon@cmh-elp.com
csr@igiservicestx.com
curtis@crate-all.com
D@ladylibertygroup.com
dale@liberholding.com
dale@niverco.com
dale@rogerbrownco.com
dan.newby@sunbeltrentals.com
dan@icmc-elp.com
danders@exaktheit.com
daniel.dykes@tkengineeringsolutions.com
danstolk@metengr.com
darieger@adar-inc.net
darla@austinaerologistics.com
darrelldetailing@gmail.com
darren@houstontentsevents.com
dave@colortonepaint.com
dave@rallyready.com
daveg@starstek.com
david.c.danel@gmail.com
david.fuentes@doggett.com
david.kofoed@totalbobcat.com
david.wright@3rdcoastautomationcontrol.com
david@dorsunautomation.com
david@jonesmoving.com
davidg@source-tech.net
davidhale@guardian6s.com
davidward@stroudsystems.com
dbahcall@c-supply.com
dcoleman@integrityfurniture.com
dcrouch@rdoequipment.com
dcrow@espspares.com
DEBBIE.K@KROWNMFG.COM
delee@stallionis.com
delliott@timberlakedickson.com
DENISE.MCKENNA@WINZERUSA.COM
denise@portableac.com
Dennis.Nguyen@dynamic-mfg.us
derekj@iiri.com
derrick@gettrucking.net
deverab@lavi.com
dhand@medlink365.com
dheyaa.muttairi@yahoo.com
dhogan@rbbn.com

diana@hewittdental.com
diana@rndicompanies.com
diane@techsafetylines.com
dianna@hosesinc.com
dick.bauhs@soundpro.com
DJohnson@nemaco.com
dlazarine@mustangcat.com
dlperau@aol.com
dnorthcutt@sostexas.com
don.ddarnell@suddenlinkmail.com
donstone13@hotmail.com
doraw@bekmedical.com
doublesweldingsupply@gmail.com
DOUG@3CINDUSTRIAL.NET
doug@masseyjohnson.com
drew@safespaceconcepts.com
drroger@advancedhfsolutions.com
dschatte@wilsonfire.com
dsouza@usmedequip.com
dspencer@clayprecision.com
dtrumble24@msn.com
duane@arcadianpursuits.com
dwebster@championaero.com
dwequiprental@gmail.com
dyna@sbcglobal.net
earl.white@mdxbiolabs.com
earthcolc@aol.com
ebandas@deusago.com
ecallistus@yahoo.com
ecarr@equipmentinc.com
ed@1stchoicecompanies.com
ed@lakehouse.com
eddie@hsellctx.com
edooley@dooleyintegrated.com
eduardo.ampudia@resapower.com
edward@casterama.com
efgvisuals@gmail.com
efletcher@easinchou.com
eharmon@ipstx.com
EHERNANDEZ@bemedsupply.com
ehughes@L3BX.com
eisir@aol.com
ekoehler@lantanacom.com
elisa@GC3.com
elliott@mapadistributors.com
elpasotoolrental@gmail.com
emarks@burgooncompany.com
emily.s@sparkmanindustries.com
Enriquezalejandro894@gmail.com
equipmentsales@banemachinery.com
eric@bluetopazenterprises.com
eric@progeneratorservices.com
eric@rasusa.com
erictolbert86@gmail.com
ericw@richardssupply.com
erik@nieceequipment.com
erika.bryan@mosh-1.com
erin.carlson@totalenergysolutions.com
Erin.Worley@ewncc.com
esimons@jonell.us
esteban.trejo@syoxsa.com
estimate@ratedequipmentrentals.com
Estimating@jameslane.com
estimator@dreweryinc.com
ethackerson@loftinequip.com
ethan@airspecialty.com
ezrajoel@gmail.com
f.martinez@lexinegroup.com
fazliq@oneopusllc.com
Federico@moonflowerfarms.com
fgrammens@marpinc.com
fguillen@keystone-ce.net
finecutcon@gmail.com
fmorris@native-energy.com
Foreversewin@yahoo.com
Francis.obiesie@osilivic.com
francis@therapysupply.com
freddie@holmeserection.com
fridayogiamien2020@gmail.com
fusco@mindabove.app
g.gibson@ntact.com
gabe@totalsourcerentals.com
garrett@neu.fit
gatzfoster@yahoo.com
gaziani@proleafcorp.com
gcuster@onco-tx.com
gdavis5@satx.rr.com
geden@baileytool.com
genmendoza@axxonservices.com
george.broughton@sterilemate.com
george.wilburn@forceam.com
getclean@wet-inc.com
gilley@antennaproducts.com
ginger.washburn@gitsat.com
gokocha@citronway.com
government@jay-tex.com
government@safetygearpro.com
govmdfr@gmail.com
GP@LEAPSIX.ORG
grant@npetex.com
greg@forum-com.com
greg@houstoncountyeq.com
Greggriffin@bgasales.com
gretchen@garnetdynamics.com
gritchey@transtecmachine.com
gsa@johnsonsupply.com
gunsanammo2024@gmail.com
gunzelman@oasystems.net
gustafsonmfg@earthlink.net
guy.eure@resrentals.com
habel1983@yahoo.com
hardydrill.office@hardyholedrilling.com
haroon.khan@shtech.us
harvey@plexon.com
heath@actioncleaningsystemsinc.com
helamandefense@gmail.com
hercbids@hercrentals.com
Heresjohnnydfw@gmail.com
Heromobilitysolutions@gmail.com
hhensley@diamondhydraulicsinc.com
highsierraequipmentrental@gmail.com
hilda@phservnet.com
hmsdc@fullidity.com
HollandHunt_MedSupply@aol.com
hornscrewhornscrew@yahoo.com
hrichardson@timscointernational.com
hrodriguez@hildamrodriguez.com
htmotorco@gmail.com
HybridTechSolutionsLLC@gmail.com

igo@cleigroup.com
ike@sgkglobal.com
illini95@comcast.net
info@1stophub.com
info@aidenengineeringusa.com
info@apusolutions.us
info@brownandedwards.com
info@dahl-vaughn.com
INFO@LEARNSKILZ.COM
info@nine3sixsolutions.com
info@royalservicesgroup.com
info@texasdewatering.com
INFO@TOUMDEACADEMY.COM
info@verniersales.com
info@waterloopower.com
info@westtexaswarehouse.com
info@zhoumedical.com
inquiry@msecompany.net
insinfo@180medical.com
intlperpro@aol.com
investwithsws@gmail.com
ivan.rendon@jotron.com
j.burgess@divided-lines.com
j.kempler@coastalmechanics.com
jacobemalone409@icloud.com
jacobv@missionrs.com
jadams@controlflow.com
jagostini@tlbscorporation.com
JAMES@IENDOSOLUTIONS.COM
jana.jhglobal@gmail.com
jandj@jjexcavating.com
jarechiga@lmtractor.com
jared@txrss.com
jason@alturex.com
javier@propanespecialty.com
javier@spscales.com
jawilliams@wmsrdm.com
jay.james@nigen.com
jay@jayliz.com
jay@premierostx.com
jayc@bciservices.net
jayd@crosstexassupply.com
jbergstedt@cpepumps.com
jblesa@bsivexon.com
jboisseau@imestat.com
jboschee@nexuscws.com
jbradshaw@ssequips.com
jbrogdan@surfaceprep.com
jcarrizal@jcgenconst.com
jclick@elitetoolingservices.com
jcosper@cosperfsc.com
jdavila325@gmail.com
jeannine@atlanticfoodbars.com
jeb.jones@prostarrental.com
jedwards@jdemgmt.com
jeellis@theblastbag.com
jeff.barnum@flexiblelifeline.com
jeff.bell@southstartxjcb.com
jeff.nelson@gss-anc.com
jeff@basscoservices.com
jeff@LITTLEGUYS.COM
jeff@spitractor.com
jeffrey@weaverexcavating.net
jenkinshvac@yahoo.com
jenna.lindemann@dpfalternatives.com
jenna@ecksteintrade.com
jennifer@acparts.com
Jennifer@whipackaging.com
jenny@kmcequipment.com
jeremy.greer@wpi.com
jeremy.hemmings@texasmaterials.com
jeremylane21@gmail.com
JERRY@TAFTBROADCASTING.COM
jesse@amarillotrucktrailer.com
jesse@garcominc.com
JESSI@LLANOWASTE.COM
jessica.mulhall@gentekusa.com
jessy@ashleyoffice.com
jferraris@solarno.com
jfinchum@4hornpower.com
jfreeman@romco.com
jgardner@cliffordpower.com
jgaull@cbsarcsafe.com
jgonzalez@knightaerospace.com
jgonzalez@medwheels.com
JGRAY@ASCOEQ.COM
jhamill@batterystore.com
jharman@harmanco.com
JHAYOUB@HOTMAIL.COM
Jhenderson@airequipmentrental.com
jhernandez@allometrics.com
jholmes@enviroservicesllc.com
jhvilla@kingsaire.com
jim.cassella@m1services.com
jkelly@3utech.net
jlealjr@rockinjlss.com
jlundy@lundmed.com
jlynch@lynchtechnical.com
jma@mercator-gps.com
jmcdonnell@kirby-smith.com
jmcintosh@mlisolutionsllc.com
jmelgarejojr@gmail.com
Jody.allen@veteransfirstmedical.com
joesteeleinsurance@gmail.com
joetendrup@yahoo.com
john.melia@contenderrental.com
john.pantzer@skywiredesign.com
john.staroftexas@gmail.com
john@ags-na.com
john@controlandequipment.com
john@houstonmachinery.com
johncurcio@cmehouston.com
johnny.aamechanical@gmail.com
johns@eschultz.com
johnsonranchrealty@gmail.com
jonathan.sharpe@safetyfire.com
jonathan@preferreddme.com
jose.dizon@uluniuohana.com
jose.ochoa@globalcontainers.net
jose@alamoxtremeac.com
joseph.leon78249@gmail.com
JOSEPH@411LIFT.COM
joseph@belknapconcrete.com
JOSEPH@JOSMOLGROUP.COM
josephpaul@cscraneandrigging.com
josh@stineequipment.com
JPEREZ@JADCAP.COM
jrandle@mecojax.com
jrice@yukontechnology.com

jruth@pumptex.com
jtilley@victory-air.net
juan.munguia@maerospacertc.com
juan@jmjtentpro.com
juan@jsconcrete.pro
julie@iwcsscale.com
julieh@flexibleors.com
julio.delrio@doggett.com
julio@rxpromedicalsupply.com
justin@lacombecraneandrigging.com
Justintremaine@gmail.com
jvigier@vizioncrane-is.com
jw@starmedinc.com
jwilliams@williamsfire.org
jwiseman@mspentechnologies.com
jyanderson@amcotx.com
jyoung@alturex.com
Kalvin.Hinton@applesoftmed.com
Kasey@ecksteintrade.com
kate@cadencestudiostx.com
Kathy.Ireland@idealittrends.com
kathy@tenntex.net
Kayl@tgal.us
KBEGNAUD@DATAPROJECTIONS.COM
kbowker@geoforce.com
kbunt@indelectcorp.com
kclement@larmarindustries.com
kcornelius@kensington-surgical.com
kdisheroonl@galaxyts.com
kellie@valorsupply.net
ken@keyenterprises.com
ken@lestercontracting.com
kendra@texasdewatering.com
kenneth@energywasteservices.com
kermit@nbcpsourcing.com
kevin.loy@airgas.com
kevin@tavco.net
kevinlove870@gmail.com
kferrall@keddieco.com
kfreeman@ceram-kote.com
khall@rothe.com
khan@amaxtelecom.com
khendrix@nmsupply.com
khess@compucycle.com
khuffman@phoenix-lamar.com
kim@deeperthanthat.com
Kim@isi-tx.com
kim@teachingsystems.com
kimberly@ktequipserv.com
kirk.v@goeswellservices.com
kjv@k-aircorporation.com
klockepressurewashing@gmail.com
klovell@sellmark.com
kmason@pascoinc.net
kody@hhconcretedfw.com
kpritchard@vettrussupply.com
kreig@lsmop.com
kreynolds@vanjen.net
krin@aquaonellc.com
Kris@getsli.com
krista@chemaxmil.com
kristi.suddock@mytsp.net
kristin@closner.com
kstricklen@sustainenvironmental.com
ktisdel@lcg-global.com
kts@chestnutmicro.com
language@dtitranslation.com
larisa@landviser.com
larry@bekmedical.com
larry@southtexastractor.com
laura@argentworldservices.com
LAUREN@HOUSTONLIFT.COM
Lawrence@hollywoodjanitorialsupplies.com
lbathens@yahoo.com
lbean@wilbeadme.com
lborowski@greensladeandcompany.com
LCEgovernment@cottonteam.com
Lea.Bogle@PremierWirelessTx.com
leonard.ray@freedommedicalequip.com
liliana.romero@ems-llc.com
lily@qannex.com
linda@kanaela.com
linden@foretglobal.com
lisa.phillip@hybasinternational.com
llstanton77@gmail.com
lmoncur@blackanvilcs.com
lomageorge@att.net
lopezconstructiongrouptexas@gmail.com
lori.reyes@dmautoleasing.com
lori@prolineindustrial.com
lsavell@avidcontrolsinc.com
lulabellmedicalsupplies llc@gmail.com
lyndie.wingenroth@irtc-tx.com
lynnwagner24@yahoo.com
mac@callabsinc.com
madolerental@gmail.com
mails@burgeonanalytics.com
main@loveladydd.com
manderson@andcollc.net
manzurh1@gmail.com
marcy@hhxpressofdallas.com
margarita-tomlinson@tetrawest.com
maria@COTELPASO.COM
maria@playwellgroup.com
marie@ipmcnc.com
marineequipment@att.net
mark@2mkllc.com
mark@gfpenterprises.com
markeebaskerville@gmail.com
marketing@cwpa.com
markm@mjec.com
markroberson44@yahoo.com
marlon.malacara@inbox.com
martha@hfpusa.com
marty.mead@hotmail.com
marvin@metrostamping.com
marycrockhom@sbcglobal.net
maskew@coverflex.net
materielvalues@aol.com
matt.jackson@PerigeeDirect.com
matt.zilles@wpi.com
matt@emercymedical.com
matt@houstonmachinery.com
mattd@coastalpowerproducts.com
matthew.krocka@holtcat.com
maxielogistics@gmail.com
maxine@spectrumpaper.com
mborovetz@precisionrwy.com
mcarville@huntongroup.com

mcoloura@sustainment.net
mdavis@mateqd.com
mduffy@petrosmith.com
medicalsupply@advanceddmesupplies.com
megan.fenwick@texasairsystems.com
megan@cornerstonemechanical.com
melissa.sylvester@doublefirstmedical.com
metps1@outlook.com
meverage@landmarkhc.com
mganninger@dac-us.com
mgowen@angelmedicalsupply.com
mgroschke@jpmorincompany.com
mguzman@alamocrsolutions.com
michael.gandolfo@ohminternational.com
michael@norrisav.com
Michael@signatureeventx.com
michelle@covenantdevelopers.net
mike.hagerty@cunasupply.com
mike.minick@allterracentral.com
mike@ezequipmentrental.com
mike@fmtaustin.com
mike@permiancyber.com
mike@reliablepes.com
mike@vernor.com
mikelquinn@axussurveillancegroup.com
mikem@greenlightnational.com
mikemurphy@macmedsupply.com
millypyles@gmail.com
miscaustin@gmail.com
mitchellrxpharmacy@gmail.com
mizzmonica27@gmail.com
mjwmedsol@att.net
mlisingpham@gmail.com
mmurphy1622@gmail.com
momo1759@yahoo.com
moneill@wyliesprayers.com
monty@mikekiloaviation.com
moses.garza@bludworthmarine.com
mpetrash@laversab.com
mr@rossmedicalsupplies.com
mrice@aerolearn.com
mschwartz@bancleaseacceptance.com
msduron@rockyduron.com
mttmcorp@hotmail.com
munizconstruction@live.com
MVELTRI@NCS-TX.COM
mvmasson@hotmail.com
mvora@sycamorebio.com
MYBECK07@GMAIL.COM
nancycruzm06@gmail.com
natascha.amster@adapthealth.com
nateB@actusadvancedsystems.com
nathann@echo1el.com
nick.nwoke@nexteraequip.com
Nicklette@Rovinger.com
nicole@universe.us
nida.fatima@filoshealth.com
nikki@associatedsemi.com
nikki@easttexastowers.com
nikki@tillsonindustrial.com
nmariabouonk@gmail.com
noma@abxindustries.com
norma.s@morlanconcrete.com
northstar.assist@verizon.net
northtexasfire@gmail.com
nvega0777@gmail.com
nwilson@onthegomedicalsupply.net
office@indepthUS.com
oliver@eejenterprises.com
Olivia@RhodiumScientific.com
operations@avnresources.com
operations@rcpce.com
operations@underwaterservicesinc.com
ops@fitnessequipmentdepot.net
ops@generalstriping.com
optimizedwsllc@gmail.com
oseomoje@ryanvisionllc.com
owner@pressure-masters.com
paisleyg@foxscientific.com
pam@connerscrushedstone.com
pat.white@wisdompumps.com
patricia.smith@healingair.com
patrick@veteransink.com
Patriotequipmenttx@gmail.com
patvillalobos@barnharttaylor.com
paul.rodriguez@equipmentshare.com
Paul@grtms.com
Paul@machine-solution.com
paula@possiblemissions.com
paulaa@recohvac.com
pcasey@ceomachining.com
pclark@preservo.com
pegsat1@austin.rr.com
penrighttrucking@gmail.com
perry@opformunitions.com
peter@bishopaero.space
peter@mollepaddle.com
peters@centris1.com
phil@allianceriggers.com
pickoldschool@aol.com
pjennings@capsmandt.com
pjmendez@alphatech-usa.com
pjohnson@usminc.com
pmoses@goldsmanllc.com
pochoa@fdi.us.com
procellenterprisellc@gmail.com
Progressive@aktherapy.com
prosique@aereos.com
pryan@cliffordpower.com
psmith@americanpatriotsolutions.net
pstrahl@medequiptexas.com
ptownsend@vsmgroup.us
qualitymedicaldme@sbcglobal.net
r.andrade@nanomaster.com
r.berry@ace-n.com
rabc4871@sbcglobal.net
raegan@cowtownexpress.com
rafter77dispatch@gmail.com
Rakesh@rjtsusa.com
ramesh@ivaroop.com
randy.mullins@str-subsea.com
randy@aet.us
ray@dententerprisesllc.com
rayb@norenproducts.com
rbruce@appointedworldwideholdings.com
rconaway@sercoconstruction.com
rdominguez@craneandhoist.com
rduran@duranco.com
rebekah@garlanddental.com

reggie@bullchase.com
reiff@eplanetarium.com
Reo@englandsamuels.com
RESTORATIONMEDICAL@LIVE.COM
rey@suncitycomm.com
rfp@gothams.com
RFPS@cat5resources.com
rgarza@idsequip.com
rhollingsworth@cliffordpower.com
rhollingsworth@energysystems.com
riccoteamer@nhqs.services
rich@walshservicesolutions.com
richard.miller@aersupply.com
rick@usanalytical.com
Ricky.toungate@onehourair.com
Ricky@Gronesenvironmental.com
rmichael@ontrackequipment.com
Robert.Harley@onetacc.com
robert@emerituscs.com
Robert@neco.us
robert@novatech-usa.com
RobertK@patriotgear-tx.com
robertp@cityfireprotectionllc.com
RobertSaucedo@gmail.com
rodney@lar-eng.com
roger.boivin@cirries.com
Roger@ArmorPonds.com
rosalynfrancis89@gmail.com
roy@enrud.com
roy@rlaing.com
rparra@lpscientific.com
rpena@axisair.com
RPena@TTGUtilities.com
rramon@toconcrete.com
rsampson@stmedicalresources.com
rskohn@tovatech.com
rspain@allison-usa.com
rstelck@lonestaroutdoorpower.com
RSTEPHENS@MEDI-CAREEQUIPMENT.COM
ruben@rooftoppers.biz
russell.doan@tributemedicalsupply.com
ruth@visionality.com
rveazey@synergyequip.com
ryan.olson@n-k-w.com
ryan@jetsinc.net
ryan@lonestartel.com
rzupanic@hplogit.com
safranken@gmail.com
salene.shi@doggett.com
sales-san@powerwashstore.com
Sales.Govt@ENTECHSALES.COM
sales@alamoaircraft.com
sales@alamoscientific.com
sales@caeequip.com
sales@coremat.com
sales@dewinne-equipment.com
sales@dunriteplaygrounds.com
sales@expotechusa.com
SALES@GAIINC.NET
sales@hyperwear.com
sales@jcdavispower.com
sales@kts247.com
sales@kvmtools.com
sales@mmgenerators.com
sales@pathmark.net
sales@reliableequiprentals.com
sales@richmondequipment.com
sales@scelectronics.com
sales@tapeandmedia.com
sales@texaspw.com
Sales@TheKirkpatrickGroup.com
saleselp@gstindustrial.com
sam.caban@prodqual.com
Sam@EcoVantageEnergy.com
sandeep.yadav@3Tfederal.com
sandra@buckswheel.com
saracco@sheffieldsafety.com
satkins@ectisp.net
scootersvcmore@gmail.com
scott.lopez@zepolsales.com
sean@har-bach.com
seans@swmill.net
seery@capital-tx.com
service@powershieldgen.com
sfeeney@hbstexas.com
SGRODIN@elpasoop.com
shahzad@pe-energy.com
shane@dlbinc.net
shannon@svm-services.com
shaun@pasihouston.com
Shawfamilyentertainmentllc@gmail.com
shawnk@yellowhouse.us
sherry@cte.us.com
sherrymcmanus@doc2e-file.com
shinekagatson@gmail.com
sirjinx@msn.com
siroccologistics01@gmail.com
sjackson@hpienergy.com
sjacobs@cliffordpower.com
sjohnson@banemachinery.com
sjones@stanfordpm.net
sjt.smithequip@gmail.com
skip@fhss.us
skitchen@ari.tech
smartin@anchoragemedicalsupplies.com
smcknight@cbet.edu
smcmahon@ieg.com
sofia@cloreconstruction.com
solarator@hotmail.com
solomons_mansion@outlook.com
sortolani@linevsystems.com
sraithel@products-unlimited.com
sray@hbrown.com
srobinson@ascoeq.com
ssmith@ageindustries.com
ssmith@powersmith.net
sstevens@usdentalsolutions.com
sswanson@betatechnologyinc.com
stacey@ppetanks.com
stacey@synergyhvac.net
steetes@undergroundsupportservices.com
stephanie@acme-maintenance.com
stephanie@ramteq.com
steve.polnick@appsectech.com
steve.trautwein@geotac.com
steve@heatingtapes.com
stevel@zkmail.com
sthompson@hrsrental.com
stmanley@GLOBALCOMSATPHONE.COM

subfinequipment@yahoo.com
suileabhain.enterprises.llc@gmail.com
support@iron-neck.com
susan@grannysalliance.com
susan@vbarequipment.com
susanc@cypressmfg.com
SUZANNE.TALLY@WBWSURGICAL.COM
systimsinc@gmail.com
szahid@d2dis.com
tamara@press8.com
tanya@medequipsold.com
Tara@Meltarsupply.com
tara@nanceinternational.com
tarn@laredogroup.org
tbcbrokerage@gmail.com
ted@canvasandsignworks.com
terry@acmbodyandframe.com
tessa@caldarellas.com
tewond09@gmail.com
TexasWrecker@Gmail.com
TEXCOMSER@AOL.COM
tflashnick@ABrite.com
TGATES@ASCOEQ.COM
thagen@sprauctions.com
thawkins@he-equipment.com
theck@usmedequip.com
thenning@cross49.com
tiffany.m.perryman@eliteadjgroup.com
tim.howell@bowhead.com
tim.lyness@lynessconstruction.com
tim@sourceonespares.com
timmel@alliedrental.com
tlwilliams@medicostx.com
tmiller@stxrest.com
tmiller@triadmarine.com
tmoultrie@tklcc.com
tmr893@yahoo.com
tom@brabandtequipment.onmicrosoft.com
tomslott@nvisionbiomed.com
tony@cmykmachine.com
tonyab@chillpwr.com
tonyg@spartacraneandconstruction.com
tonyl@rallyinc.com
towyna@lovetarllc.com
tracy@morganlivestockequip.com
travis@blackpines.co
treep@homepoint-dme.com
trevor.babyak@aompartner.com
trey@cesiumastro.com
trico@tricotower.com
trogers@texasmastrpump.com
troyalespecimen@gmail.com
tstenseng@h2orgv.com
ttassociated.contracts@outlook.com
TURBODIESELMAN61@GMAIL.COM
twarren@triflo.com
twashburn@securitytexas.com
twhitworth@ccringandpinion.com
twilightdiesel@gmx.com
TXPROLOGISTICS@YAHOO.COM
tyrone.oliver@nov.com
V.Belcher@kirbycorp.com
varysystems@gmail.com
VERSIE@AABJENTERPRISES.COM
verylon@heatsafetyequipment.com
virginia@tx-tss.com
vixmedicalequipment@yahoo.com
vlpickel@yahoo.com
VOPEINC@YAHOO.COM
wbrown@tbcsatx.com
wdimmitt@smequipment.com
wecare@acs-satx.com
Weepbservices@gmail.com
wes@brainandbehaviorassociates.com
westbrooklawnservice@gmail.com
will.gonzalez@qaddena.com
will@liftingequipmentstore.us
william.tart@sagent.net
wlabc@aol.com
wlamar@wcsolutionstx.com
wrholland@longhorn-e-t.com
wstrayhorn@strayhorndevelopments.com
wvenegas@stwsoboy.com
xavier.saenz@theapgcompany.com
xrtparish@gmail.com
yjia@internashglobalservices.com
ysolda.rujano@prego-eqc.com
yvettetrevino1111@gmail.com
zac@wbarthur.com
zack@proverbs13construction.com
zak@hydrotechzs.com
zanef@momentumrentalandsales.com
zhang@leadermarine.com
ztrekgr@gmail.com

BRAZORIA COUNTY BID TABULATION
ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
DESCRIPTION:			
BULLDOZER RENTAL			
1.1. D3K XL CAT, JOHN DEERE 450J OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$750.00	$721.00
PRICE PER WEEK WITHOUT OPERATOR		$2,199.00	$1,909.00
PRICE PER MONTH WITHOUT OPERATOR		$5,550.00	$4,730.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE 650M	250-1140 DOZER WIDE TRACK 70-85 HP ROPS JOHN DEERE 450K or Equivalent
HORSEPOWER			70-85 HP
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			78
RENTAL LOCATIONS IN BRAZORIA COUNTY			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY- Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
1.2 D4K XL CAT, KOMATSU D37PX OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$1,250.00	$875.00
PRICE PER WEEK WITHOUT OPERATOR		$2,700.00	$2,338.00
PRICE PER MONTH WITHOUT OPERATOR		$7,985.00	$5,940.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE 750M	250-1360 DOZER WIDE TRACK 96-105 HP CAB JOHN DEERE 650K or Equivalent
HORSEPOWER			96-105 HP
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			81
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
1.3 D6K XL CAT, JOHN DEERE 700J OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		No Bid	No Bid
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
HORSEPOWER			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
ENVIRONMENTAL FEE			
DELIVERY FEE			
RENTAL LOCATIONS			
1.4 D7K XL CAT OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		No Bid	No Bid
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
HORSEPOWER			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
ENVIRONMENTAL FEE			
DELIVERY FEE			
RENTAL LOCATIONS			
1.5 D8K XL CAT OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		No Bid	No Bid
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
HORSEPOWER			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			

ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeg.com	hercbids@hercrentals.com
ENVIRONMENTAL FEE			
DELIVERY FEE			
RENTAL LOCATIONS			
1.6 D9K XL CAT OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		No Bid	$748.00
PRICE PER WEEK WITHOUT OPERATOR			$2,008.00
PRICE PER MONTH WITHOUT OPERATOR			$4,593.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL			150-2770 ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON VOLVO SD115B or Equivalent
HORSEPOWER			Variable
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			172
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
TRACK HOE/ EXCAVATOR RENTAL			
2.1 MINI - CAT 301, KOBELCO SK135, KUBOTA U35-4R1 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$330.00	$341.00
PRICE PER WEEK WITHOUT OPERATOR		$999.00	$930.00
PRICE PER MONTH WITHOUT OPERATOR		$2,200.00	$1,947.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		HITACHI ZX35U-5N/CASE CX37C	240-1200 MINI-EXCAVATOR 4000-4999 LBS DSL ROPS BOBCAT E20 or Equivalent
HORSEPOWER			Variable
OPERATING WEIGHT			4000-4999 LBS
DIGGING DEPTH			Variable
MAXIMUM REACH			Variable
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			110
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
OPTIONS:			
Boom Jackhammer		No Bid	No Bid
2.2 SMALL - CAT 312C, KOBELCO SK160 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$830.00	$880.00
PRICE PER WEEK WITHOUT OPERATOR		$2,225.00	$2,162.00
PRICE PER MONTH WITHOUT OPERATOR		$5,500.00	$5,775.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE CX130D/HITACHI ZX130	240-2000 EXCAVATOR 28000-38000 LBS STD REACH VOLVO EC140EL or Equivalent
HORSEPOWER			Variable
OPERATING WEIGHT			28000-38000 LBS
DIGGING DEPTH			Standard
MAXIMUM REACH			Standard
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			135
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
OPTIONS:			
Boom Jackhammer		No Bid	No Bid
2.3 MEDIUM - CAT 320C, KOBELCO SK210 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$1,325.00	$1,084.00
PRICE PER WEEK WITHOUT OPERATOR		$3,400.00	$2,739.00
PRICE PER MONTH WITHOUT OPERATOR		$7,800.00	$7,051.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE CX220E/HITACHI ZX210	240-2200 EXCAVATOR 43000-49999 LBS STD REACH VOLVO EC200EL or Equivalent
HORSEPOWER			Variable
OPERATING WEIGHT			43000-49999 LBS
DIGGING DEPTH			Standard
MAXIMUM REACH			Standard
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			162

ITB #25-55 EQUIPEMENT RENTAL

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TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
2.4 MEDIUM WITH BOOM JACK HAMMER - CAT 320C, KOBELCO SK210, DOOSAN DX180 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		No Bid	No Bid
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
HORSEPOWER			
OPERATING WEIGHT			
DIGGING DEPTH			
MAXIMUM REACH			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
2.5 LARGE - CAT 324E OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$1,185.00	$1,848.00
PRICE PER WEEK WITHOUT OPERATOR		$3,100.00	$4,389.00
PRICE PER MONTH WITHOUT OPERATOR		$7,500.00	$12,100.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE CX250D/HITACHI ZX250	240-2400 EXCAVATOR 60000-69999 LBS STD REACH VOLVO EC300EL or Equivalent
HORSEPOWER			Variable
OPERATING WEIGHT			60000-69999 LBS
DIGGING DEPTH			Standard
MAXIMUM REACH			Standard
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			8
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
2.6 LARGE - CAT 329 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$1,335.00	$1,848.00
PRICE PER WEEK WITHOUT OPERATOR		$3,500.00	$4,389.00
PRICE PER MONTH WITHOUT OPERATOR		$8,300.00	$12,100.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE CX300E/HITACHI ZX300	240-2500 EXCAVATOR 70000-80000 LBS STD REACH VOLVO EC350EL or Equivalent
HORSEPOWER			Variable
OPERATING WEIGHT			70000-80000 LBS
DIGGING DEPTH			Standard
MAXIMUM REACH			Standard
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			122
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
CRANE RENTAL			
3.1 20-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.2 30-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid

ITB #25-55 EQUIPEMENT RENTAL

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ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.3 75-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.4 80-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.5 110-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.6 120-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.7 160-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			

ITB #25-55 EQUIPEMENT RENTAL

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237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.8 200-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.9 250-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.10 300-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.11 350-TON MOTOR CRANE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
3.12 - OTHER SIZES AVAILABLE			
PRICE PER HOUR WITHOUT OPERATOR		No Bid	No Bid
PRICE PER DAY WITHOUT OPERATOR			
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER HOUR WITH OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			

ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
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ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
SELF PROPELLED VIBRATORY SHEEPSFOOT (PADFOOT) ROLLER			
4.1 84 "SINGLE DRUM CAT CP56C, HAMM 3410 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$650.00	$930.00
PRICE PER WEEK WITHOUT OPERATOR		$1,950.00	$2,450.00
PRICE PER MONTH WITHOUT OPERATOR		$4,499.00	$5,575.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE SV211E	150-2600 ROLLER RIDE-ON PADFT 84IN SNG 11 TON VOLVO SD115B or Equivalent
SINGLE OR DUAL DRUM		SINGLE	Single
DRUM WIDTH		84"	84 Inches
HORSEPOWER			Variable
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			21
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
4.2 66" SINGLE DRUM CAT CP433, HAMM 3307 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$499.00	$803.00
PRICE PER WEEK WITHOUT OPERATOR		$1,400.00	$2,101.00
PRICE PER MONTH WITHOUT OPERATOR		$3,500.00	$4,371.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE SV207E	150-2580 ROLLER RIDE-ON PADFT 66IN SNG 8 TON CATERPILLA CP44B or Equivalent
SINGLE OR DUAL DRUM			Single
DRUM WIDTH			66 Inches
HORSEPOWER			Variable
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			8
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
SELF PROPELLED FLAT-WHEELED (SMOOTH) ROLLER			
5.1 84 "SINGLE DRUM CAT CS56C, HAMM 3410 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$630.00	$748.00
PRICE PER WEEK WITHOUT OPERATOR		$1,900.00	$2,008.00
PRICE PER MONTH WITHOUT OPERATOR		$4,500.00	$4,593.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL			150-2770 ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON VOLVO SD115B or Equivalent
SINGLE OR DUAL DRUM		CASE SV211E	Single
DRUM WIDTH			84 Inches
HORSEPOWER			Variable
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			172
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
5.2 66" SINGLE DRUM CAT CS433, HAMM 3307 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$499.00	$655.00
PRICE PER WEEK WITHOUT OPERATOR		$1,425.00	$1,678.00
PRICE PER MONTH WITHOUT OPERATOR		$3,500.00	$3,586.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE SV207E	150-2760 ROLLER RIDE-ON SMOOTH 66IN SNG 8 TON VOLVO SD75B or Equivalent
SINGLE OR DUAL DRUM			Single
DRUM WIDTH			66 Inches
HORSEPOWER			Variable

ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			162
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
HIGH SPEED ROTARY MIXER FOR LIMING OPERATIONS			
PRICE PER DAY WITHOUT OPERATOR		No Bid	No Bid
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL			
SINGLE OR DUAL			
WIDTH OF CUT (MAXIMUM)			
DEPTH OF CUT			
HORSEPOWER			
OPERATING WEIGHT			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
ASPHALT PAVER - 10' TO 12' WIDTH			
PRICE PER DAY WITHOUT OPERATOR		$1,500.00	No Bid
PRICE PER WEEK WITHOUT OPERATOR		$3,477.00	
PRICE PER MONTH WITHOUT OPERATOR		$8,693.00	
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL		LEEBOY 7000C	
PAVING WIDTH			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
HOPPER CAPACITY			
HORSEPOWER			
OPERATING WEIGHT			
CUTTING WIDTH			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
TELESCOPIC BOOM EXCAVATING & GRADING MACHINE			
PRICE PER DAY WITHOUT OPERATOR		$2,300.00	No Bid
PRICE PER WEEK WITHOUT OPERATOR		$6,500.00	
PRICE PER MONTH WITHOUT OPERATOR		$13,500.00	
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
YEAR, MAKE AND MODEL		GRADALL XL3100	
BUCKET CAPACITY			
MAX TELESCOPING BOOM LENGTH			
MIN TELESCOPING BOOM LENGTH			
TELESCOPING BOOM TRAVEL			
HORSEPOWER			
OPERATING WEIGHT			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
ENVIRONMENTAL FEE			
DELIVERY FEE			
PNEMATIC TIRED ROLLER			
PRICE PER DAY WITHOUT OPERATOR		$995.00	$1,353.00
PRICE PER WEEK WITHOUT OPERATOR		$2,599.00	$3,641.00
PRICE PER MONTH WITHOUT OPERATOR		$5,700.00	$9,900.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
NUMBER OF WHEELS			Variable
HORSEPOWER			130-139 HP
OPERATING WEIGHT			Variable
YEAR, MAKE AND MODEL		CASE PT240D	260-1120 ROAD GRADER 130-139HP DSL John Deere 670G or Equivalent
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			11
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.

ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
MOTOR GRADER			
10.1 NORAM 65E OR EQUIVALENT Must meet the following minimum specifications: operating weight 18,500 lbs., 68 HP, 10' blade.			
PRICE PER DAY WITHOUT OPERATOR		$1,175.00	No Bid
PRICE PER WEEK WITHOUT OPERATOR		$2,600.00	
PRICE PER MONTH WITHOUT OPERATOR		$7,900.00	
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
HORSEPOWER			
YEAR, MAKE AND MODEL		LEEBOY 695	
SIZE BLADE			
OPERATING WEIGHT			
ENVIRONMENTAL FEE			
DELIVERY FEE			
OPTIONS:		No Bid	
12' BLADE			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
RENTAL LOCATIONS			
10.2 CAT 12H, JOHN DEERE 672D OR EQUIVALENT Must meet the following minimum specifications: operating weight 31,000 lbs., 140 HP, 12' blade.			
PRICE PER DAY WITHOUT OPERATOR		No Bid	No Bid
PRICE PER WEEK WITHOUT OPERATOR			
PRICE PER MONTH WITHOUT OPERATOR			
PRICE PER DAY WITH OPERATOR			
PRICE PER WEEK WITH OPERATOR			
PRICE PER MONTH WITH OPERATOR			
HORSEPOWER			
YEAR, MAKE AND MODEL			
SIZE BLADE			
OPERATING WEIGHT			
ENVIRONMENTAL FEE			
DELIVERY FEE			
RENTAL LOCATIONS			
OPTIONS:			
14' BLADE			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
COMPACTOR RENTAL, VIBRATING 21 X 19 " PLATE (PLATE TAMPS)			
PRICE PER DAY		No Bid	No Bid
PRICE PER WEEK			
PRICE PER MONTH			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
ENVIRONMENTAL FEE			
DELIVERY FEE			
CEMENT MIXEX, GAS OPERATED, TOWABLE			
12.1 - 6 CUBIC FOOT		No Bid	No Bid
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
12.2 - 9 CUBIC FOOT			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
YEAR, MAKE AND MODEL			
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			
ENVIRONMENTAL FEE			
DELIVERY FEE			
CONCRETE SAW			
13.1 HAND HELD, ELECTRIC		No Bid	
PRICE PER DAY			$94.00
PRICE PER WEEK			$314.00
PRICE PER MONTH			$666.00
YEAR, MAKE AND MODEL			100-2730 CONCRETE CUTOFF SAW 14IN HAND HELD GAS HILTI DSH 700-X or Equivalent
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			1035
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.

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ANGLETON, TX 77515	EMAIL:	tgates@ascoeg.com	hercbids@hercrentals.com
OPTIONS:			
PER EACH			Negotiable
PER EACH			Negotiable
13.2 WALK BEHIND			
PRICE PER DAY			$253.00
PRICE PER WEEK			$715.00
PRICE PER MONTH			$1,265.00
HORSEPOWER			Variable
YEAR, MAKE AND MODEL			280-1020 TRENCHER W/B TRACK 24IN GAS BARRETO E1624STKB-4S or Equivalent
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE			147
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
OPTIONS:			
PER EACH			Negotiable
PER EACH			Negotiable
CONCRETE VIBRATOR 1", 1 3/8", 2" SHAFT HEAD			
PRICE PER DAY		No Bid	$77.00
PRICE PER WEEK			$270.00
PRICE PER MONTH			$567.00
HORSEPOWER			2 HP
YEAR, MAKE AND MODEL			100-2120 CONCRETE VIBRATOR 2HP ELEC WACKER M2500 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			585
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
SURFACE GRINDER (TERRAZZO GRINDER)			
PRICE PER DAY		No Bid	$154.00
PRICE PER WEEK			$567.00
PRICE PER MONTH			$1,128.00
GAS OR ELECTRIC			Electric
YEAR, MAKE AND MODEL			100-4230 GRINDER CONRETE FLOOR 9-11IN SINGLE 115V HUSQVARNA PG280 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			236
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY
OPTIONS:			
GRINDING STONES (SET OF 6), 2"x 2"x 4", cost per set			Negotiable
CHIPPING HAMMMER 15 LB.			
PRICE PER DAY		No Bid	$55.00
PRICE PER WEEK			$187.00
PRICE PER MONTH			$363.00
ELECTRIC OR AIR			Air
YEAR, MAKE AND MODEL			120-1520 CHIPPING HAMMER RETAINER 13-20 LB AIR APT 264 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			631
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
OPTIONS:			
POINTED BITS, cost per each			Negotiable
CHISELED BITS, cost per each			Negotiable
DEMOLITION HAMMBER 30 LB.			
PRICE PER DAY		No Bid	$52.00
PRICE PER WEEK			$182.00
PRICE PER MONTH			$380.00
ELECTRIC OR AIR			Air
YEAR, MAKE AND MODEL			120-1610 BREAKER 20-39LB AIR APT 117 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			281
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
OPTIONS:			
POINTED BITS, cost per each			Negotiable
CHISELED BITS, cost per each			Negotiable
JACK HAMMER			
18.1 - 35 LB.		No Bid	No Bid
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ELECTRIC OR AIR			
YEAR, MAKE AND MODEL			
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			
ENVIRONMENTAL FEE			
DELIVERY FEE			

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ANGLETON, TX 77515	EMAIL:	tgates@ascoeg.com	hercbids@hercrentals.com
OPTIONS:			
POINTED BITS, cost per each			
CHISELED BITS, cost per each			
18.2 - 60 LB.			
PRICE PER DAY			$64.00
PRICE PER WEEK			$215.00
PRICE PER MONTH			$462.00
ELECTRIC OR AIR			Air
YEAR, MAKE AND MODEL			120-1640 BREAKER 60-79LB AIR APT 160 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			702
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
OPTIONS:			
POINTED BITS, cost per each			Negotiable
CHISELED BITS, cost per each			Negotiable
18.3 - 90 LB.			
PRICE PER DAY			$77.00
PRICE PER WEEK			$275.00
PRICE PER MONTH			$572.00
ELECTRIC OR AIR			Air
YEAR, MAKE AND MODEL			120-1660 BREAKER 80-99LB AIR APT 190 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			698
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY
OPTIONS:			
POINTED BITS, cost per each			Negotiable
CHISELED BITS, cost per each			Negotiable
MAN LIFT, ARTICULATING BOOM			
19.1 - 45' OR EQUIVALENT			
PRICE PER DAY		$500.00	$407.00
PRICE PER WEEK		$1,100.00	$897.00
PRICE PER MONTH		$2,200.00	$2,140.00
BOOM LENGTH			45 Feet
YEAR, MAKE AND MODEL		GENIE Z-45	410-3120 BOOM ARTICULATED 45FT JIB 4WD DSL JLG 450AJ or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			1067
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
19.2 - 60' OR EQUIVALENT, 500 - 1000 LB. CAPACITY			
PRICE PER DAY		$600.00	$512.00
PRICE PER WEEK		$1,300.00	$1,155.00
PRICE PER MONTH		$2,450.00	$2,805.00
BOOM LENGTH			60 Feet
YEAR, MAKE AND MODEL		GENIE Z-62	410-3200 BOOM ARTICULATED 60FT JIB 4WD DSL JLG 600AJ or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			514
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
19.3 - 80' OR EQUIVALENT, 500-1000 LB CAPACITY			
PRICE PER DAY		900	$935.00
PRICE PER WEEK		2125	$2,123.00
PRICE PER MONTH		4400	$4,675.00
BOOM LENGTH			80 Feet
YEAR, MAKE AND MODEL		JLG 800AJ	410-3300 BOOM ARTICULATED 80FT JIB 4WD DSL JLG 800AJ or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			506
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
POST HOLE AUGER - ONE MAN, AUGER BIT 10"WIDE 36" DEEP			
PRICE PER DAY		No Bid	$121.00
PRICE PER WEEK			$424.00
PRICE PER MONTH			$880.00
YEAR, MAKE AND MODEL			115-2490 POSTHOLE AUGER ONE MAN GAS STIHL BT131 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			125
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
WATER PUMP, PORTABLE (INCLUDE 20FT SUCTION HOSE, 50 FT DISCHARGE HOSE AND STRAINER)			
21.1 - 2"		No Bid	
PRICE PER DAY			$110.00
PRICE PER WEEK			$342.00
PRICE PER MONTH			$764.00
ENVIRONMENTAL FEE			N/A

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237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
21.2 - 3"			
PRICE PER DAY			$128.00
PRICE PER WEEK			$432.00
PRICE PER MONTH			$940.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
21.3 - 4"			
PRICE PER DAY			$320.00
PRICE PER WEEK			$937.00
PRICE PER MONTH			$2,271.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
21.4 - 6"			
PRICE PER DAY			$421.00
PRICE PER WEEK			$1,167.00
PRICE PER MONTH			$2,963.00
GASOLINE OR AIR			Diesel
YEAR, MAKE AND MODEL			801-1240 PUMP VAC ASSIST 6IN DSL PIONEER 66S12-HRC-01-D or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			534
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
OPTIONS:			
ADDITIONAL 20 FT. SUCTION HOSE, add per day			Negotiable
ADDITIONAL 50 FT. DISCHARGE HOSE, add per day			Negotiable
SEWER AUGER RENTAL			
22.1 - 2" (SINK) WITH 50' HOSE		No Bid	No Bid
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
22.2 - 4" (MAIN LINE) WITH 100' HOSE			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
22.3 - 6" WITH 100' HOSE			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
TRENCHER			
23.1 WALK BEHIND, SELF PROPELLED		No Bid	No Bid
23.1.1 - 1' DEEP, 2" WIDE			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
23.1.2 - 2' DEEP, 4" WIDE			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
23.1.3 - 2' DEEP, 6" WIDE			
PRICE PER DAY			$253.00
PRICE PER WEEK			$715.00
PRICE PER MONTH			$1,265.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
23.2 RIDE ON			
23.2.1 - 3-4' DEEP, 6" WIDE			
PRICE PER DAY			$468.00
PRICE PER WEEK			$1,188.00
PRICE PER MONTH			$2,580.00
ENVIRONMENTAL FEE			N/A

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ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
23.2.2 - 3-4' DEEP, 8" WIDE			
PRICE PER DAY			No Bid
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
23.2.3 - 3-4' DEEP, 10" WIDE			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
23.2.4 4' DEEP, 12" WIDE			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
ENVIRONMENTAL FEE			
DELIVERY FEE			
SKID STEER LOADER BOBCAT S175, CAT 22652 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$450.00	$358.00
PRICE PER WEEK WITHOUT OPERATOR		$1,075.00	$858.00
PRICE PER MONTH WITHOUT OPERATOR		$2,200.00	$1,909.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE SR240B	200-1370 SKIDSTEER LOADER 2400-2999LB ROPS BOBCAT S650 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			35
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
24.1 SKID STEER LOADER BOBCAT T590 OR EQUIVALENT			
PRICE PER DAY WITHOUT OPERATOR		$400.00	$402.00
PRICE PER WEEK WITHOUT OPERATOR		$1,200.00	$1,062.00
PRICE PER MONTH WITHOUT OPERATOR		$2,800.00	$2,668.00
PRICE PER DAY WITH OPERATOR			N/A
PRICE PER WEEK WITH OPERATOR			N/A
PRICE PER MONTH WITH OPERATOR			N/A
YEAR, MAKE AND MODEL		CASE TR270B	200-1450 COMPACT TRACK LOADER 2000-2399LB ROPS BOBCAT T595 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			1068
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
SKID STEER LOADER ATTACHMENTS			
25.1 AUGER 12" BIT		No Bid	
PRICE PER DAY			$41.00
PRICE PER WEEK			$145.00
PRICE PER MONTH			$327.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.2 AUGER 16" BIT			
PRICE PER DAY			$42.00
PRICE PER WEEK			$149.00
PRICE PER MONTH			$330.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.3 AUGER 18" BIT			
PRICE PER DAY			$45.00
PRICE PER WEEK			$162.00
PRICE PER MONTH			$338.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.4 AUGER 24" BIT			
PRICE PER DAY			$52.00
PRICE PER WEEK			$165.00
PRICE PER MONTH			$389.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.5 AUGER 36" BIT			
PRICE PER DAY			$74.00
PRICE PER WEEK			$232.00
PRICE PER MONTH			$551.00
ENVIRONMENTAL FEE			N/A

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ANGLETON, TX 77515	EMAIL:	tgates@ascoeq.com	hercbids@hercrentals.com
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.6 CEMENT BREAKER 500 LB. HYDRAULIC DEMO HAMMER			
PRICE PER DAY		$350.00	$248.00
PRICE PER WEEK		$1,000.00	$710.00
PRICE PER MONTH		$2,300.00	$1,535.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.7 SWEEPER 6 FT.			
PRICE PER DAY		$375.00	$132.00
PRICE PER WEEK		$999.00	$407.00
PRICE PER MONTH		$2,400.00	$847.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
25.8 FORK LIFT			
PRICE PER DAY		$399.00	$105.00
PRICE PER WEEK		$815.00	$293.00
PRICE PER MONTH		$1,600.00	$666.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
AIR COMPRESSOR			
26.1 - 100 CFM			
PRICE PER DAY		No Bid	$143.00
PRICE PER WEEK			$319.00
PRICE PER MONTH			$715.00
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
26.2 - 185 CFM			
PRICE PER DAY		$350.00	$171.00
PRICE PER WEEK		$615.00	$363.00
PRICE PER MONTH		$915.00	$853.00
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
26.3 - 250 CFM			
PRICE PER DAY		No Bid	$336.00
PRICE PER WEEK			$798.00
PRICE PER MONTH			$1,925.00
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
26.4 - 375 CFM			
PRICE PER DAY		$315.00	$336.00
PRICE PER WEEK		$899.00	$798.00
PRICE PER MONTH		$1,999.00	$1,925.00
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
26.5 - 750 CFM			
PRICE PER DAY		No Bid	$655.00
PRICE PER WEEK			$1,799.00
PRICE PER MONTH			$3,685.00
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
26.6 - 1300 CFM			
PRICE PER DAY			$1,375.00
PRICE PER WEEK			$3,377.00
PRICE PER MONTH			$8,703.00
YEAR, MAKE AND MODEL			140-1480 COMPRESSOR TOWABLE INS QUAL 1600CFM DSL DOOSAN HP1600WCU-T4F-I or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			146
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
PORTABLE LIGHTS			
27.1 PORTABLE LIGHT CART WITH TWO 500 WATT BULBS		No Bid	No Bid
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
DELIVERY FEE			
27.2 TOWER LIGHTS			
27.2.1 - 10' HEIGHT, ONE 1,000 WATT BULB			
PRICE PER DAY			
PRICE PER WEEK			
PRICE PER MONTH			
DELIVERY FEE			
27.2.2 - 15' HEIGHT, TWO 1,000 WATT BULBS, 3000 WATT GENERATOR			
PRICE PER DAY			$108.00

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ANGLETON, TX 77515	EMAIL:	tgates@ascoeg.com	hercbids@hercrentals.com
PRICE PER WEEK			$286.00
PRICE PER MONTH			$743.00
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
27.3 TOWABLE LIGHT PLANTS 30' HEIGHT, FOUR 1,000 WATT BULBS, 5000 WATT GENERATOR			
PRICE PER DAY		$165.00	No Bid
PRICE PER WEEK		$315.00	
PRICE PER MONTH		$715.00	
DELIVERY FEE			
TRAILER MOUNTED BOOM / MAN LIFT			
28.1 - 40FT WORKING HEIGHT lift capacity ANSI, CSA of 500 lbs.			
PRICE PER DAY		$399.00	$363.00
PRICE PER WEEK		$1,041.00	$897.00
PRICE PER MONTH		$2,400.00	$2,063.00
YEAR, MAKE AND MODEL		JLG T350	410-1010 BOOM TOWABLE 35FT BATTERY JLG T350 or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			238
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
28.2 - 60FT WORKING HEIGHT lift capacity ANSI, CSA of 500 lbs.			
PRICE PER DAY		No Bid	$424.00
PRICE PER WEEK			$1,150.00
PRICE PER MONTH			$2,420.00
YEAR, MAKE AND MODEL			410-1010 BOOM TOWABLE 50FT BATTERY JLG T500J or Equivalent
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			188
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
28.3 80FT WORKING HEIGHT lift capacity ANSI, CSA of 500 lbs.			
PRICE PER DAY			No Bid
PRICE PER WEEK			
PRICE PER MONTH			
YEAR, MAKE AND MODEL			
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			
ENVIRONMENTAL FEE			
DELIVERY FEE			
WHEEL LOADER			
PRICE PER DAY		$757.00	$935.00
PRICE PER WEEK		$2,100.00	$2,541.00
PRICE PER MONTH		$5,500.00	$6,600.00
YEAR, MAKE AND MODEL		HITACHI ZW180	265-1410 WHEEL LOADER 3.5-3.9 YD STD BKT DSL VOVO L90H or Equivalent
HORSEPOWER			Variable
OPERATING WEIGHT			Variable
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			59
RENTAL LOCATIONS			531 S Brazosport Blvd S, Clute, TX 77531
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
SCISSOR LIFT			
30.1 - 19' - GENIE GS1930 OR EQUIVALENT			
PRICE PER DAY		$185.00	$138.00
PRICE PER WEEK		$315.00	$275.00
PRICE PER MONTH		$515.00	$468.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			5560
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
30.2 - 26' - GENIE GS26 OR EQUIVALENT			
PRICE PER DAY		$225.00	$187.00
PRICE PER WEEK		$475.00	$385.00
PRICE PER MONTH		$825.00	$765.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			1944
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
30.3 - 10-13 Ft. Electric, Narrow			
PRICE PER DAY		$165.00	$138.00
PRICE PER WEEK		$295.00	$275.00
PRICE PER MONTH		$445.00	$468.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			446
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
TOWABLE DIESEL GENERATOR			

ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeg.com	hercbids@hercrentals.com
31.1 - 20-25 KW		No Bid	
PRICE PER DAY			248.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
PRICE PER WEEK			545.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
PRICE PER MONTH			1276.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			1910.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
31.2 - 50 KW			
PRICE PER DAY			358.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
PRICE PER WEEK			864.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
PRICE PER MONTH			2299.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			955.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
31.3 - 150 KW			
PRICE PER DAY			748.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
PRICE PER WEEK			1991.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
PRICE PER MONTH			4400.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			223.00-Rates are quoted in single shift (8 hours). Double shift is billed at 1.5 times quoted rate (8-16 hours). Triple shift is billed at 2 times quoted rate (16-24 hours).
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
PRESSURE WASHER, 3000 PSI, ON TRAILER			
PRICE PER DAY		No Bid	$215.00
PRICE PER WEEK			$726.00
PRICE PER MONTH			$1,485.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			375
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
ONE PERSON PUSHAROUND LIFT, ELECTRIC			
PRICE PER DAY		199	$160.00
PRICE PER WEEK		360	$308.00
PRICE PER MONTH		525	$539.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			1564
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
TELEHANDLER, 16-20 FT. 5,000 LB.			
PRICE PER DAY		$475.00	$407.00
PRICE PER WEEK		$1,100.00	$1,045.00
PRICE PER MONTH		$2,300.00	$2,255.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			1166
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
33.1 35-39 FT. 6,000 LB			
PRICE PER DAY		No Bid	$484.00
PRICE PER WEEK			$1,161.00
PRICE PER MONTH			$2,613.00
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			814
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
BRUSH CHIPPER, 9 IN. GAS POWERED			
PRICE PER DAY		No Bid	$561.00
PRICE PER WEEK			$1,414.00

ITB #25-55 EQUIPEMENT RENTAL

OPEN DATE:	RESPONDENT'S NAME	Associated Supply Company, Inc.	Herc Rentals Inc.
TUESDAY, AUGUST 12, 2025 @ 11AM	ADDRESS	6203 Long Dr. Houston, Texas	27500 Riverview Center Blvd. Bonita Springs Florida
LOCATION:			
PURCHASING CONFERENCE ROOM	QUOTED BY:	Timothy Gates	Michael Carter
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:	281-627-5148	979-292-6169
ANGLETON, TX 77515	EMAIL:	tgates@ascoeg.com	hercbids@hercrentals.com
PRICE PER MONTH			$3,410.00
ENVIRONMENTAL FEE			N/A
DELIVERY FEE			$225 EACH WAY-Outside Hauling and After Hours Delivery are negotiated locally, Tolls and Permits are not included.
NUMBER OF UNITS AVAILABLE FOR COUNTY USE			212
CATEGORY:	**DISCOUNT (% FROM PUBLISHED / BOOK RATE)**		
36.1 ACCESSORIES		No Bid	5%-Book Rates are Subject to Change
36.2 AERIAL EQUIPMENT			5%-Book Rates are Subject to Change
36.3 AIR MOVING EQUIPMENT			5%-Book Rates are Subject to Change
36.4 EARTH MOVING EQUIPMENT			5%-Book Rates are Subject to Change
36.5 COMPACTION EQUIPMENT			5%-Book Rates are Subject to Change
36.6 COMPRESSORS			5%-Book Rates are Subject to Change
36.7 CONCRETE AND MASONRY EQUIPMENT			5%-Book Rates are Subject to Change
36.8 COOLING AND HEATING EQUIPMENT			5%-Book Rates are Subject to Change
36.9 CRANES			5%-Book Rates are Subject to Change
36.10 DEMOLITION EQUIPMENT			5%-Book Rates are Subject to Change
36.11 DRILL EQUIPMENT AND TOOLS			5%-Book Rates are Subject to Change
36.12 ELECTRICAL EQUIPMENT			5%-Book Rates are Subject to Change
36.13 FORKLIFTS AND ACCESSORIES			5%-Book Rates are Subject to Change
36.14 REFUSE TRUCKS			5%-Book Rates are Subject to Change
36.15 GENERATORS			5%-Book Rates are Subject to Change
36.16 LANDSCAPING			5%-Book Rates are Subject to Change
36.17 LIGHTING EQUIPMENT			5%-Book Rates are Subject to Change
36.18 PAINTING EQUIPMENT			5%-Book Rates are Subject to Change
36.19 PUMPS AND ACCESSORIES			5%-Book Rates are Subject to Change
36.20 SAWS AND ACCESSORIES			5%-Book Rates are Subject to Change
36.21 SHOP EQUIPMENT			5%-Book Rates are Subject to Change
36.22 TRENCHING EQUIPMENT			5%-Book Rates are Subject to Change
36.23 VEHICLES AND TRAILERS			5%-Book Rates are Subject to Change
36.24 WASHING EQUIPMENT			5%-Book Rates are Subject to Change
36.25 WELDING EQUIPMENT			5%-Book Rates are Subject to Change
36.26 MISCELLANEOUS			5%-Book Rates are Subject to Change

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **9/9/2025**

Award RFP #25-71 Employee Group Life Insurance, AD&D, and Long Term Disability

Approval to award “RFP #25-71 Employee Group Life Insurance, AD&D, and Long Term Disability”, per the recommendation of the evaluation committee and the County’s consultant, HUB International, to the highest ranked firm, The Standard Insurance Company, of Portland, Oregon, per the attached best and final offer.

The policy term is October 1, 2025 to September 30, 2026. Funding for the premium is paid utilizing the annual Health Benefits budget.

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# 25-71 Award Summary

A total of two hundred and sixty-seven (267) vendors were notified of our solicitation which was posted in the Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSD) website. There were fifty-one (51) document takers resulting in five (5) submissions.

Upon recommendation of the evaluation committee and the consultant, HUB International and successful negotiations of the pricing and contract, award "RFP #25-71 Employee Group Life Insurance, AD&D, and Long Term Disability", to the highest ranked firm, The Standard Insurance Company, of Portland, Oregon, who submitted the best evaluated offer according to the County's specifications.

In addition, the project will be paid for utilizing the Health Benefits fund.

Evaluation Committee

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

Holly Fox, HR Director

Melissa Henken, HR Assistant Director

Angela Dees, County Treasurer

Kaysie Stewart, County Auditor

Ryan Erickson, District Attorney's Office (Advisor – Non-Voting)

Susan Serrano, Purchasing (Non-Voting)

Risk & Insurance | Employee Benefits | Retirement & Private Wealth

RFP 25-71
Employee Life Insurance, AD&D and LTD BAFO Summary

Presented by:

Julian Fontana, Senior Account Executive
Devin Jenkins– Marketing Assistant

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Agenda

1 Executive Summary

2 RFP Response Listing

3 Summary of Proposals

4 Recommendation

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Executive Summary



Executive Summary

Brazoria County has retained HUB International to provide consulting for its health and welfare benefits plans. The purpose of this presentation is to provide the results of the Employee Life Insurance, AD&D, Retiree Life and LTD RFP for 10/1/2025.

Employee Life Insurance, AD&D and LTD RFP

In conjunction with Purchasing and Human Resources, HUB conducted an RFP for Employee Life Insurance, AD&D, Retiree Life and LTD plans. The RFP was publicly advertised and distributed to all available markets.

Brazoria County's current Employee Life Insurance, AD&D and Retiree Life is currently provided by MetLife while the LTD insurance is through Lincoln Financial.

The RFP was publicly advertised and released to all markets for response. Proposals were received from 5 carriers and 7 carriers declined to submit an offer.

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RFP Response Listing



RFP Response Listing

Carrier	Life ADD	LTD	Decline	Notes
Aflac			X	
Guardian			X	
Hartford	X	X		
Lincoln (incumbent LTD)				failed to respond
MetLife (incumbent Life, ADD) (FINALIST)	X	X		
Mutual of Omaha			X	
New York Life	X	X		
Ochs	X	X		
Prudential			X	
The Standard (FINALIST)	X	X		
Symetra			X	
Unum			X	
Voya			X	

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Best and Final Responses



Group Life AD&D (Active Employees) Benefits

BASIC LIFE BENEFITS	MetLife	The Standard
	Current / Proposed	Proposed
Class Description	Active FTE Working at least 40 hours per week	Active FTE Working at least 40 hours per week
Definition of Earnings	NA	NA
Basic Life Schedule	Flat $200,000	Flat $200,000
Maximum Benefit	$200,000	$200,000
Guarantee Issue Amount	$200,000	$200,000
Employee Paid Spouse Life	Increments of $5,000 to $150,000	Increments of $5,000 to $150,000
Spouse Guaranteed Issue	$25,000	$25,000
Age Reduction Schedule	65 but less than 70 - 35% 70 but less than 75 - 55% 75 but less than 80 - 70% 80 or older - 80%	65 but less than 70 - 35% 70 but less than 75 - 55% 75 but less than 80 - 70% 80 or older - 80%
Terminates at Retirement	Yes	Yes
Waiver of Premium	Disabled prior to 60, Coverage continues to 65	Disabled prior to 60, Coverage continues to 65
Waiver of Premium Trigger	Employer	Employer
Accelerated Death Benefit	Up to 80% of Basic Life	Up to 80% of Basic Life
Conversion	Included	Included
Portability	Included	Included
BASIC AD&D BENEFITS	**MetLife**	**The Standard**
Class Description	Matches Life	Matches Life
Definition of Earnings	Matches Life	Matches Life
Basic Life Schedule	Matches Life	Matches Life
Maximum Benefit	Matches Life	Matches Life
Age Reduction Schedule	Matches Life	Matches Life
Seatbelt	Included	Included
Air Bag	Included	Included
Common Carrier Benefit	Included	Included
Education	NA	Included
Child Care (per child)	NA	Included
Transportation/Repatriation	NA	Included
Business Travel	NA	NA
Bereavement Counseling	Included	Included

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Group Life AD&D (Active Employees) Premiums

	MetLife	MetLife	The Standard
FINANCIALS	**Current**	**Proposed**	**Proposed**
Volume	**$295,960,000**	**$295,960,000**	**$295,960,000**
EE Rate (per $1,000) - Life	**$0.198**	**$0.198**	**$0.198**
EE Rate (per $1,000) - AD&D	**$0.024**	**$0.024**	**$0.024**
Total Monthly Premium	**$65,703**	**$65,703**	**$65,703**
Total Annual Premium	**$788,437**	**$788,437**	**$788,437**
$ change		**$0**	**$0**
% change		**0%**	**0%**
	MetLife	**MetLife**	**The Standard**
Number of Employees	1510	1510	1510
Employer Contribution	100%	100%	100%
Participation Requirement	100%	100%	100%
Actively at Work	Required	Required	Required
Actively at Work Takeover Provision	Included	Included	Continuity of Coverage
Effective Date	10/1/2024	10/1/2025	10/1/2025
Rate Guarantee	**3 years**	**2 years**	**3 years (+2 1-year renewal options)**
Are you providing a first year Implmentation Credit for the County? If so, what amount is proposed?		No.	Yes. $39,000 for Life and LTD package
Are you providing an annual communications/technology allowance for the County? If so, what amount is proposed?		Yes. 3% (of annual premium) Technology Credit is one- time to help offset costs of moving business to MetLife. Paid one time after 3 months of averaging premium.	Yes. 3% (of annual premium) Benefit Administration Technology Offset
AM Best Rating		A+ Superior	A, "Excellent"

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Retiree Life Insurance Benefits and Premiums

BASIC LIFE BENEFITS (LIFE ONLY)	MetLife	MetLife	The Standard
	Current Retirees	Proposed	Proposed
Class Description	Retired Employee	Retired Employee	Retired Employee
Definition of Earnings	NA	NA	NA
Basic Life Schedule	Flat $50,000	Flat $50,000	Flat $50,000
Maximum Benefit	$50,000	$50,000	$50,000
Guarantee Issue Amount	$50,000	$50,000	$50,000
Age Reduction Schedule	N/A	N/A	N/A
Terminates at Retirement	No	No	No
Waiver of Premium	NA	NA	NA
Waiver of Premium Trigger	NA	NA	NA
Accelerated Death Benefit	Up to 80% of Basic Life	Up to 80% of Basic Life	NA
Conversion	Included	Included	Included
Portability	Not Included	Not Included	Not Included
FINANCIALS	**MetLife**	**MetLife**	**The Standard**
Volume	**$1,500,000**	**$1,500,000**	**$1,500,000**
EE Rate (per $1,000) - Life	**$2.151**	**$2.151**	**$2.150**
EE Rate (per $1,000) - AD&D	**NA**	**NA**	**NA**
Total Monthly Premium	**$3,227**	**$3,227**	**$3,225**
Total Annual Premium	**$38,718**	**$38,718**	**$38,700**
$ change		**$0**	**-$18.00**
% change		**0%**	**0%**
Plan Provisions	**MetLife**	**MetLife**	**The Standard**
Number of Employees	**30**	**30**	**30**
Employer Contribution	100%	100%	100%
Participation Requirement	100%	100%	100%
Effective Date	10/1/2024	10/1/2025	10/1/2025
Rate Guarantee	**3 years**	**2 years**	**3 years (+2 1-year renewal options)**

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Group LTD – Current $5,000 Monthly Benefit

LTD BENEFITS	Lincoln Financial	The Standard	MetLife
	Current	*PROPOSED*	*PROPOSED*
Class Description	ALL FTE (Min. 17.5 hours per week)	ALL FTE (Min. 17.5 hours per week)	ALL FTE (Min. 17.5 hours per week)
Definition of Earnings	Base Annual Earnings	Base Annual Earnings	Base Annual Earnings
Monthly Percentage	**60% of monthly salary up to $5,000**	**60% of monthly salary up to $5,000**	**60% of monthly salary up to $5,000**
Elimination Period	180 days	180 days	180 days
Maximum Benefit Duration	To Age 65	To Age 65	To Age 65
Definition of Own Occ/Any Occ	24 months	24 months	24 months
Social Security Integration	Included	Included	Included
Survivor Benefit	Included	Included	Included
Pre-existing Limitations	3/12	3/12	3/12
Mental/Nervous Limits	24 months	24 months	24 months
Drug & Alcohol Limits	24 months	24 months	24 months
Self-reported Limitations	24 months	24 months	**No Limitations**
Mandatory Rehab	**Not Included**	Included	Included
Family Care Benefit	Included	Included	Included
Return to Work	Included	Included	Included
EAP Program	Included	Included	Included
FINANCIALS	**Lincoln Financial**	**The Standard**	**MetLife**
Covered Payroll	**$7,829,535**	**$7,829,535**	**$7,829,535**
Rate (per $100)	**$0.650**	**$0.390**	**$0.473**
Total Monthly Premium	**$50,892**	**$30,535**	**$37,034**
Total Annual Premium	**$610,704**	**$366,422**	**$444,404**
$ change		**-$244,281**	**-$166,299**
% change		**-40%**	**-27%**
Effective Date	10/1/2024	10/1/2025	10/1/2025
Rate Guarantee	**NA**	**3 years, (+2 1-year options)**	**3 years**

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Group LTD – Alternate $10,000 Monthly Benefit

LTD BENEFITS	Lincoln Financial	The Standard	MetLife
	Current	*Proposed*	*Proposed*
Class Description	ALL FTE (Min. 17.5 hours per week)	ALL FTE (Min. 17.5 hours per week)	ALL FTE (Min. 17.5 hours per week)
Definition of Earnings	Base Annual Earnings	Base Annual Earnings	Base Annual Earnings
Monthly Percentage	60% of monthly salary up to $10,000	60% of monthly salary up to $10,000	60% of monthly salary up to $10,000
Monthly Maximum	**$5,000**	**$10,000**	**$10,000**
Guarantee Issue	**$5,000**	**$10,000**	**$10,000**
Minimum Benefit	$100	$100	$100
Elimination Period	180 days	180 days	180 days
Maximum Benefit Duration	To Age 65	To Age 65	To Age 65
Definition of Own Occ/Any Occ	24 months	24 months	24 months
Social Security Integration	Included	Included	Included
Survivor Benefit	Included	Included	Included
Pre-existing Limitations	3/12	3/12	3/12
Mental/Nervous Limits	24 months	24 months	24 months
Drug & Alcohol Limits	24 months	24 months	24 months
Self-reported Limitations	24 months	24 months	**No Limitations**
Mandatory Rehab	**Not Included**	Included	Included
Family Care Benefit	Included	Included	Included
Return to Work	Included	Included	Included
EAP Program	Included	Included	Included
FINANCIALS	**Lincoln Financial**	**The Standard**	**MetLife**
Covered Payroll	**$7,829,535**	**$8,122,605**	**$8,122,605**
Rate (per $100)	**$0.650**	**$0.360**	**$0.434**
Total Monthly Premium	**$50,892**	**$29,241**	**$35,252**
Total Annual Premium	**$610,704**	**$350,897**	**$423,025**
$ change		**-$259,807**	**-$187,678**
% change		**-43%**	**-31%**
Effective Date	10/1/2024	10/1/2025	10/1/2025
Rate Guarantee	**NA**	**3 years, (+2 1-year options)**	**3 years**

Proposals include Technology credit of 3% of annual premium

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Combined Total Cost Summary

Carrier	Life AD&D (Actives)	Life AD&D (Retirees)	LTD ($5k)	Total	$ Change	% Change
Current - MetLife (Life) / Lincoln (LTD $5k)	$788,437	$38,718	$610,704	$1,437,859		
MetLife	$788,437	$38,718	$444,404	$1,271,560	($166,299)	-11.6%
The Standard	$788,437	$38,700	$366,422	$1,193,560	($244,299)	-17.0%

Carrier	Life AD&D (Actives)	Life AD&D (Retirees)	LTD ($10k)	Total	$ Change	% Change
Current - MetLife (Life) / Lincoln (LTD $5k)	$788,437	$38,718	$610,704	$1,437,859		
MetLife	$788,437	$38,718	$423,025	$1,250,181	($187,678)	-13.1%
The Standard	$788,437	$38,700	$350,897	$1,178,034	($259,825)	-18.1%

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Recommendation



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Employee Life, ADD and LTD RFP Recommendation

HUB's recommendation is to award the Employee Life AD&D, Retiree Life and Employee Long Term Disability with a $10,000 monthly benefit maximum to The Standard for a 10/1/2025 effective date.

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Source: 2025 Segal Health Plan Cost Trend Survey

Thank you

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25-71 - Employee Group Life Insurance, AD&D, and Long Term Disability
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Price / 50 pts	Claims Processing / 25 pts	Financial Stability / 15 pts	References/Past Performance / 10 pts	Minimum Qualifications Pass/Fail
The Standard Insurance Company	85	42.4	21	13.6	8	Pass
Metropolitan Life Insurance Company	80.4	35	22	15	8.4	Pass
The Hartford	77.6	39	17	14.6	7	Pass
Ochs Inc	75	36	19.4	13.4	6.2	Pass
New York Life	60	38	10	11	1	Mixed



Your Employee Benefits Proposal

Prepared for: Brazoria County

Presented by: HUB INTERNATIONAL - DALLAS

Proposal Prepared on:
August 25, 2025

Proposed Effective Date:
October 1, 2025

Life and AD&D Insurance
Dependent Life Insurance
Long Term Disability Insurance

Standard Insurance Company

Proposed Effective Date
October 1, 2025

Prepared for:
Brazoria County

Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2023 was 2 days for clean claims and 3 days for all claims (internal company data as of January 2024).

Covered Members

Plan 1

An active employee of the Employer working 30 or more hours per week.

Plan 2

An employee of the Employer who retired under the Employer's retirement program.

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Benefit Schedule	Flat $200,000	Flat $50,000
Guarantee Issue	Full Benefit	Full Benefit
AD&D Benefit	Matches Life Benefit	n/a
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80	None
Employer Contribution	100%	100%
Minimum Participation	100%	100%

Life Highlights

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Waiver of Premium	Eligible to age 60 Waived to age 65	Not Included
Conversion	Included	Included
Portability	Included	Included
Continuity of Coverage	Included	Included
Repatriation Benefit	Included	Included
Travel Assistance	Included	Included
Life Services Toolkit	Included	Included

AD&D Highlights

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Loss of life	100% (including disappearance and exposure)	n/a
Loss of one hand or one foot	50%	n/a
Loss of sight of one eye	50%	n/a
Loss of speech	50%	n/a
Loss of hearing in both ears	50%	n/a
Any combination of the above losses	100%	n/a
Loss of thumb and index finger of same hand	25%	n/a
Quadriplegia	100%	n/a
Triplegia	75%	n/a
Paraplegia	75%	n/a
Hemiplegia	50%	n/a
Uniplegia	25%	n/a
Seat Belt Benefit	10% of AD&D benefit payable up to $25,000	n/a
Air Bag Benefit	5% of AD&D benefit payable up to $5,000	n/a
Helmet Benefit	10% of AD&D benefit payable up to $5,000	n/a
Family Benefits Package	Included	n/a
Portability	Included	n/a
Loss of one arm or one leg	75%	n/a
Loss of four fingers of the same hand	20%	n/a
Loss of all toes on the same foot	20%	n/a
Loss of thumb or the fifth finger (pinky)	15%	n/a
Assault Benefit	50% of AD&D benefit up to $25,000	n/a
Public Transportation Benefit	AD&D benefit payable up to $200,000	n/a
Coma	5% of AD&D benefit payable per month for 11 months, remainder of AD&D benefit the 12th month	n/a
Brain Damage	100%	n/a
Third Degree Burn	Included	n/a
Adaptive Home and Vehicle Benefit	Expenses up to lesser of 2.5% of AD&D benefit payable or $2,500	n/a
Artificial Limb Benefit	Expenses up to lesser of 25% of AD&D benefit payable or $5,000	n/a
Line of Duty Benefit	AD&D Benefit payable up to $50,000	n/a

Additional Plan Design Details

- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.

Plan 1

- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of $500,000 (when Basic Life and any Additional Life are combined).
- The Family Benefits Package includes:

  – The Higher Education Benefit reimburses tuition expenses up to $5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of $20,000 or 25% of the AD&D benefit per child, whichever is less.

  – Career Adjustment Benefit reimburses tuition expenses up to $5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of $10,000 or 25% of the AD&D benefit, whichever is less.

  – Child Care Benefit reimburses a family's child care expenses up to $5,000 per year - not to exceed $10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet.
- The Third Degree Burn Benefit pays the following:

  – 100% of the AD&D benefit payable for third degree burns covering 75% to 100% of the body.

  – 75% of the AD&D benefit payable for third degree burns covering 50% to 74% of the body.

  – 50% of the AD&D benefit payable for third degree burns covering 25% to 49% of the body.

  – 25% of the AD&D benefit payable for third degree burns confined to the face.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Payment for AD&D losses, including any coma benefit, brain damage benefit or third degree burn payments, for the same accident cannot exceed 100% of the AD&D Insurance Benefit.
- An Assault Benefit is included and provides an additional benefit if a member suffers death or dismemberment as a result of an act of physical violence at work that is punishable by law
- The Line of Duty Benefit is included for Public Safety Officers. It provides an additional AD&D benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty.

Additional Plan Design Details (continued)

- An automated portability and conversion notification service is included. Based on data provided by the policyholder, The Standard will notify members of potential eligibility for conversion and/or portability.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

Plan 2

- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency with a maximum payout period through the initial rate guarantee. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

Proposed Effective Date
October 1, 2025

Prepared for:
Brazoria County

Cost

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Life		
Members	1,490	37
Volume	$291,590,000	$1,850,000
Rate: Per $1,000	.198	2.150
Monthly Premium	$57,735	$3,978
AD&D		
Members	1,490	n/a
Volume	$291,590,000	n/a
Rate	.024 per $1,000	n/a
Premium	$6,998 monthly	n/a
Total Billed Premium	$64,733	$3,978
Rate Guarantee	3 years	3 years

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume Life and LTD will be purchased as a package.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.
- Series 20.

Plan 1

- This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

Conditions

Plan 1

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D must match the benefit amount for Basic Life.

More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:
http://www.standard.com/group-life-add

Dependent Life Insurance

Covered Members

An active employee of the Employer working 30 or more hours per week.

	Spouse
Benefit Schedule	Increments of $5,000
Maximum Benefit	$150,000
Minimum Benefit	$5,000
Guarantee Issue	$25,000
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80
Employer Contribution	0%
Minimum Participation	20%

Life Highlights

	Spouse
Waiver of Premium	Not Included
Conversion	Included
Portability	Included
Continuity of Coverage	Included

Additional Plan Design Details

- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.

Proposed Effective Date
October 1, 2025

Prepared for:
Brazoria County

Cost

	Spouse				
Life					
Members	150				
Volume	$9,945,000				
Rate: Per $1,000	Lives	Age	Rate	Volume	Premium
	1	0-29	.072	$25,000	$2
	8	30-34	.080	$500,000	$40
	17	35-39	.090	$1,395,000	$126
	23	40-44	.125	$1,875,000	$234
	20	45-49	.178	$1,380,000	$246
	29	50-54	.310	$1,855,000	$575
	25	55-59	.525	$1,545,000	$811
	17	60-64	.817	$965,000	$788
	7	65-69	1.454	$280,000	$407
	3	70-74	3.172	$125,000	$397
	0	75-999	12.027	$0	$0
Monthly Premium					$3,626
Rate Guarantee					3 years

Assumptions

- Final Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 20%.

Conditions

- Until coverage has been in force for two years (one year in Colorado, Minnesota, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Increases in elected benefit amounts from the current plan to this plan.
  - Spouses who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.
  - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in Basic Life to enroll in the Spouse Life plan.
- Spouse Life can't exceed 100% of member's enrolled benefit for Basic Life.

More Information

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here:
https://www.standard.com/group_life_add

Proposed Effective Date
October 1, 2025

Prepared for:
Brazoria County

Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

Covered Members

A regular employee of the Employer working 17.5 or more hours per week.

	Group LTD
Benefit Schedule	60%
Insured Predisability Earnings	$16,667
Maximum Monthly Benefit	$10,000
Minimum Monthly Benefit	$100
Benefit Waiting Period	180 Days
Maximum Benefit Period	To age 65
Guarantee Issue Benefit Amount	Full Benefit
Employer Contribution	100%
Minimum Participation	100%
Taxability of Benefits	Taxable
Own Occupation Period	24 Months
Partial/Residual Disability	Included
Preexisting Condition Period	3/12
Mental & Nervous Limitation	24 months
Substance Abuse Limitation	24 months
Other Limited Conditions	24 months
Return to Work Incentive	24 months
Employee Assistance Program	Included: 3 face-to-face

Additional Plan Design Details

- An Assisted Living Benefit (ALB) is an additional benefit up to a separate monthly maximum of $5,000, which provides a total benefit equal to 80% of insured income replacement, if a disabled member is unable to perform two or more activities of daily living and/or suffers from severe cognitive impairment lasting 90 days or more.
- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability - with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a $25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- 24-month Family Care Expenses Adjustment.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

Proposed Effective Date
October 1, 2025

Prepared for:
Brazoria County

Cost

	Group LTD
Members	1,490
Volume	$8,119,191
Rate: Percent of earnings	.360
Monthly Premium	$29,229
Rate Guarantee	3 years

Assumptions

- Rates assume Life and LTD will be purchased as a package.
- Sick leave payable to the member will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Public Employee Retirement System.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.

Conditions

- Rate assumes that coverage is currently in force.
- Confirmation that you participate in Public Employee Retirement System is required.

More Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: http://www.standard.com/ca-group-long-term-disability
Click here for all other states: http://www.standard.com/group-long-term-disability

Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 15% commission included for Life and LTD.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/financial-professional/insurance-benefits/compensation. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on November 23, 2025, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

Financial Strength Ratings

For information about our Financial strengths ratings visit: https://www.standard.com/about-standard/company/financial-strength

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

STANDARD INSURANCE COMPANY
Employee Benefits - Underwriting
900 SW Fifth Ave. Portland, OR 97204-1282

Application for Group Insurance
For Use in Texas

Please type or print

REQUESTED EFFECTIVE DATE 10/1/2025

APPLICANT

Full Legal Name of Group (Exactly as it is to be shown in the policy.)
Brazoria County, Texas

Street Address **111 E. Locust St.**

City **Angleton** State **TX** Zip Code **77515**

Phone No. ( ) Fax No. ( ) Email **hollyf@brazoriacountytx.gov**

Group Contact **Holly Fox** Contact's Title **Human Resource Director**

Contact's Phone No. if different (**979**) **864-1797** Contact's Fax No. if different ( )

Nature of Business

INSURANCE COVERAGE REQUESTED

☐ Life Only	☐ Supplemental Life	☐ Dental/Employees	☐ Eye Care	☐ Accident*
☑ Life and AD&D	☐ Additional/Optional Life	☐ Dental/Employees and Dep(s)	☑ LTD	☐ Critical Illness*
☑ Dependent Life	☐ Stand Alone AD&D	☐ Dental/Orthodontia	☐ STD	☐ Hospital Indemnity*
☐ Statutory (State & Product)				☐

**I understand and agree if Applicant utilizes an enrollment platform not directly supported by The Standard, that Applicant is required to and will timely present to each enrollee appropriate disclosures and any state mandated fraud notices which are contained on the supplied enrollment form.*

OTHER INSURANCE

A. Does this insurance supplement other insurance? ☐ Yes ☑ No
If yes, specify for each line of coverage and Insurance Carrier:

B. Does this insurance replace existing insurance? ☑ Yes ☐ No
If yes, specify for each existing line of coverage: **MetLife Life & AD&D & Lincoln Financial LTD**

- Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: **10/01/2024** Termination date of Prior Plan: **09/30/2025**

ACTIVE WORK REQUIREMENT: A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.
Initial:
Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.

APPLICANT AGREES THAT: **I hereby apply for Group Insurance as provided in the attached proposal.**

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

Signature and Title of Applicant's Authorized Representative

Date
(Must be signed or submitted prior to the requested effective date.)

Initial Deposit $

STANDARD INSURANCE COMPANY
Employee Benefits - Underwriting
900 SW Fifth Ave. Portland, OR 97204-1282

Receipt for Initial Deposit

Received from _____, an initial deposit of

$ _____* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date _____

This receipt is subject to the terms and conditions below.

Received By

_____ _____
Name Title

*All premium checks must be made payable to Standard Insurance Company.
Do not make check payable to the producer or leave payee blank.

Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

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Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.

Email Address or Domain Name	Date Invited
aaron@rbi96.com	Jul 16th 2025, 8:06 AM CDT
abyrdhaley@360bsa.com	Jul 16th 2025, 8:06 AM CDT
accounting@tomberlain.com	Jul 16th 2025, 8:06 AM CDT
adam.harris@rxbenefits.com	Jul 16th 2025, 8:06 AM CDT
admin@dacslogisticsdispatch.com	Jul 16th 2025, 8:07 AM CDT
aelsheikh@tql.com	Jul 16th 2025, 8:06 AM CDT
ag@adesgrp.com	Jul 16th 2025, 11:05 PM CDT
aibenefits@outlook.com	Jul 16th 2025, 11:05 PM CDT
Alex_allen@uhc.com	Jul 16th 2025, 8:06 AM CDT
alindow@aflac.com	Jul 16th 2025, 8:06 AM CDT
allrightprofessionalinc@gmail.com	Jul 16th 2025, 8:07 AM CDT
alnama3corpnuku@gmail.com	Jul 16th 2025, 8:06 AM CDT
Andrew.Marquis@Markel.com	Jul 16th 2025, 8:06 AM CDT
andrew@waltoninsuranceagency.com	Jul 16th 2025, 8:06 AM CDT
anixon@rhsb.com	Jul 16th 2025, 8:05 AM CDT
aoenterprise713@gmail.com	Jul 16th 2025, 8:06 AM CDT
April@choosesuccessnow.com	Jul 16th 2025, 8:07 AM CDT
apuello@haigroup.com	Jul 16th 2025, 8:06 AM CDT
asmith@rhsb.com	Jul 16th 2025, 8:06 AM CDT
audreytmorgan@gmail.com	Jul 16th 2025, 8:05 AM CDT
aziz@showeryins.com	Jul 16th 2025, 8:06 AM CDT
barbara_meeks@us.aflac.com	Jul 16th 2025, 8:05 AM CDT
bcanning@holmesmurphy.com	Jul 16th 2025, 8:06 AM CDT
ben@cornerstonebenefits.org	Jul 16th 2025, 8:06 AM CDT
benevolentbusinessservice@gmail.com	Jul 16th 2025, 8:05 AM CDT
bennett_cookiv@us.aflac.com	Jul 16th 2025, 8:06 AM CDT
bids@clogixs.com	Jul 16th 2025, 8:05 AM CDT
bigchris143@gmail.com	Jul 16th 2025, 8:06 AM CDT
blake.wilson@voya.com	Jul 16th 2025, 8:06 AM CDT
Blueguardiansllc@gmail.com	Jul 16th 2025, 8:07 AM CDT
bmpowerede@gmail.com	Jul 16th 2025, 8:06 AM CDT
bob.bookhammer@usi.com	Jul 16th 2025, 8:05 AM CDT
brad@thedfsfinancialgroup.com	Jul 16th 2025, 8:06 AM CDT
brady.scott@insgroup.net	Jul 16th 2025, 8:05 AM CDT
brandi_parker2@yahoo.com	Jul 16th 2025, 8:06 AM CDT
Brandy@thebrandyjacksonagency.com	Jul 16th 2025, 8:06 AM CDT
brian.g@jamcoinsurance.com	Jul 16th 2025, 8:07 AM CDT
carlos.aguirre@insuranceriskconsultants.com	Jul 16th 2025, 8:06 AM CDT
carmenherrera@cmhcwealth.com	Jul 16th 2025, 8:06 AM CDT
cduarte@auxiliumenvironmental.com	Jul 16th 2025, 8:06 AM CDT
charles_blanchard@bcbstx.com	Jul 16th 2025, 8:06 AM CDT
cher.paris@rsli.com	Jul 16th 2025, 8:06 AM CDT
cindy.baker@fairlygroup.com	Jul 16th 2025, 8:06 AM CDT
cindym@ecbenefitadvisors.com	Jul 16th 2025, 8:06 AM CDT
Claire_york@bcbstx.com	Jul 16th 2025, 8:06 AM CDT
clint.jackson@marshmma.com	Jul 16th 2025, 8:06 AM CDT

cmorris@kaimaexpresssolutions.com	Jul 16th 2025, 8:06 AM CDT
cody.ryan@rsli.com	Jul 16th 2025, 8:06 AM CDT
Colleen.Heath@standard.com	Jul 18th 2025, 3:05 PM CDT
contact@hhinsco.com	Jul 16th 2025, 8:06 AM CDT
contact@sdelgadoinsures.com	Jul 16th 2025, 8:07 AM CDT
contact@wealthhavenfig.com	Jul 16th 2025, 8:07 AM CDT
contracts@goodwaterlogistics.org	Jul 16th 2025, 8:06 AM CDT
cynthia@barrettinsurance-services.com	Jul 16th 2025, 8:05 AM CDT
d.fletcher@integrity-fbs.com	Jul 16th 2025, 8:06 AM CDT
dallaspaintandbody@ymail.com	Jul 16th 2025, 8:06 AM CDT
dana_newnam@glic.com	Jul 16th 2025, 8:07 AM CDT
daris@thebenefitboutique.com	Jul 16th 2025, 8:06 AM CDT
david.golding@washingtonnational.com	Jul 16th 2025, 8:06 AM CDT
david.zeornes@bbrown.com	Jul 16th 2025, 8:06 AM CDT
dbr@brinsonbenefits.com	Jul 16th 2025, 8:06 AM CDT
ddavis@twfg.com	Opted out
debby.vetter@cigna.com	Jul 16th 2025, 8:05 AM CDT
deon@4Jinsurance.com	Jul 16th 2025, 8:06 AM CDT
development@abilityconnection.org	Jul 16th 2025, 8:05 AM CDT
dhawkins@capitoldcins.com	Jul 16th 2025, 8:06 AM CDT
dhinton@higginbotham.net	Jul 16th 2025, 8:06 AM CDT
dhood@sei.com	Jul 16th 2025, 8:06 AM CDT
DiamondComConst@Gmail.Com	Jul 16th 2025, 8:06 AM CDT
diaz@myneighborhoodheroes.com	Jul 16th 2025, 8:06 AM CDT
djwal01@outlook.com	Jul 16th 2025, 8:06 AM CDT
donald@dridlebirdenterprisellc.com	Jul 16th 2025, 8:06 AM CDT
dr.ahancock@hotmail.com	Jul 16th 2025, 8:06 AM CDT
Dthomas@O3snoballandmore.com	Jul 16th 2025, 8:06 AM CDT
ehedberg@aflac.com	Jul 16th 2025, 8:06 AM CDT
elgin.phillips@21bps.com	Jul 16th 2025, 8:06 AM CDT
ellis@americasrestorations.com	Jul 16th 2025, 8:06 AM CDT
emily.rogers@sunlife.com	Jul 16th 2025, 8:06 AM CDT
emmanuel@starwestsolution.com	Jul 16th 2025, 8:06 AM CDT
eric.shaffstall@cbiz.com	Jul 16th 2025, 8:06 AM CDT
eric.swanson@hubinternational.com	Jul 16th 2025, 8:07 AM CDT
eudorabinsurancef@gmail.com	Jul 16th 2025, 8:07 AM CDT
eul.mendoza@aon.com	Jul 16th 2025, 8:06 AM CDT
Fastpropertytx@yahoo.com	Jul 16th 2025, 8:06 AM CDT
Fletcher.Lanuti@thehartford.com	Jul 16th 2025, 8:06 AM CDT
funmiloladaniel@yahoo.com	Jul 16th 2025, 8:05 AM CDT
gary@coadj.com	Jul 16th 2025, 8:06 AM CDT
hannah@corazonsa.org	Jul 16th 2025, 8:05 AM CDT
Haynesinvestments1@hotmail.com	Jul 16th 2025, 8:06 AM CDT
hburroughs@allstate.com	Jul 16th 2025, 8:06 AM CDT
hennesey.terry@prudential.com	Jul 16th 2025, 8:06 AM CDT
hilton@muiservices.com	Jul 16th 2025, 8:06 AM CDT
humphrey@hgthomas.com	Jul 16th 2025, 8:06 AM CDT

info@agtmedicalbillingsolutions.com	Jul 16th 2025, 8:06 AM CDT
info@buildequityholdings.net	Jul 16th 2025, 8:06 AM CDT
Info@dngfinancegroup.com	Jul 16th 2025, 8:06 AM CDT
info@easyasacg.com	Jul 16th 2025, 8:06 AM CDT
info@franklininsurancesolutions.com	Jul 16th 2025, 8:06 AM CDT
info@ilovevending.com	Jul 16th 2025, 8:05 AM CDT
info@ipfgllc.com	Jul 16th 2025, 8:06 AM CDT
info@kdlegacygroup.com	Jul 16th 2025, 8:06 AM CDT
info@sagetaxfs.com	Jul 16th 2025, 8:06 AM CDT
INFO@SHOPINSURANCESERVICES.COM	Jul 16th 2025, 8:06 AM CDT
info@strategicinsadvisors.com	Jul 16th 2025, 8:06 AM CDT
info@zealists-llc.net	Jul 16th 2025, 8:07 AM CDT
inquiries@multisurances.com	Jul 16th 2025, 8:07 AM CDT
InsuranceWithMarleah@gmail.com	Jul 16th 2025, 8:06 AM CDT
iraina.carroll@hcahealthcare.com	Jul 16th 2025, 8:06 AM CDT
isaactrinidadllc@gmail.com	Jul 16th 2025, 8:06 AM CDT
Ivan@razorbladesolutions.com	Jul 16th 2025, 8:06 AM CDT
jacob.rowley@bbrown.com	Jul 16th 2025, 8:06 AM CDT
jacqueline.harwood@tr.com	Jul 16th 2025, 8:06 AM CDT
Jacqueline.StHilaire@Coloniallifesales.com	Jul 16th 2025, 8:06 AM CDT
Jamie.Brennan@standard.com	Jul 18th 2025, 3:05 PM CDT
jay@txadvocacy.com	Jul 16th 2025, 8:06 AM CDT
jbutler@butler-benefits.com	Jul 16th 2025, 8:06 AM CDT
jcorvanjohnson@yahoo.com	Jul 16th 2025, 8:05 AM CDT
jennifer.grant@metlife.com	Jul 16th 2025, 8:05 AM CDT
Jennifer.Moore@standard.com	Jul 18th 2025, 3:05 PM CDT
jennifer_buzbee@bcbstx.com	Jul 16th 2025, 8:06 AM CDT
jeremy@northdfwtrailers.com	Jul 16th 2025, 8:06 AM CDT
jessegobea@gmail.com	Jul 16th 2025, 8:06 AM CDT
jesus@bluebisonis.com	Jul 16th 2025, 8:07 AM CDT
jhane@hls507.com	Jul 16th 2025, 8:06 AM CDT
jill.alvarado@metlife.com	Jul 16th 2025, 8:06 AM CDT
jimlogisticssols@gmail.com	Jul 16th 2025, 8:06 AM CDT
Jkeatongregg@gmail.com	Jul 16th 2025, 8:07 AM CDT
joe@frontierdirectcare.com	Jul 16th 2025, 8:06 AM CDT
john.rogers1@bswhealth.org	Jul 16th 2025, 8:06 AM CDT
john@hmwkglobal.com	Jul 16th 2025, 8:06 AM CDT
johnsonwilma462@gmail.com	Jul 16th 2025, 8:07 AM CDT
josephjohnsonjr09@outlook.com	Jul 16th 2025, 8:06 AM CDT
jpk@riskpros.com	Jul 16th 2025, 8:06 AM CDT
jrsolisut86@gmail.com	Jul 16th 2025, 8:06 AM CDT
julie.windsor@lfg.com	Jul 16th 2025, 8:05 AM CDT
JULIE@3RDSTAGELLC.COM	Jul 16th 2025, 8:06 AM CDT
jwatkins@graystonetx.com	Jul 16th 2025, 8:06 AM CDT
jwillett@texasrepubliclife.com	Jul 16th 2025, 8:06 AM CDT
Kai.Mahoney@ColonialLifeSales.com	Jul 16th 2025, 8:07 AM CDT
karlyn.keller@tasb.org	Jul 16th 2025, 8:06 AM CDT

KBacchus@UIGInsuranceGroup.com	Jul 16th 2025, 8:06 AM CDT
kdavis@thebenefitgroup-tx.com	Jul 16th 2025, 8:06 AM CDT
kenny@superiordryout.com	Jul 16th 2025, 8:06 AM CDT
khaight@eyetopia.org	Jul 16th 2025, 8:06 AM CDT
KHYRAG89@OUTLOOK.COM	Jul 16th 2025, 8:06 AM CDT
KLavallee@delta.org	Jul 16th 2025, 8:06 AM CDT
klstewart02@ft.newyorklife.com	Jul 16th 2025, 8:06 AM CDT
kmunger@mungeragency.com	Jul 16th 2025, 8:06 AM CDT
koryg@bobtrevinoinsurance.com	Jul 16th 2025, 8:06 AM CDT
kristen.hueske@kelsey-seybold.com	Jul 16th 2025, 8:06 AM CDT
kristen.o'neill@prudential.com	Jul 16th 2025, 8:07 AM CDT
kristen@getMcare.com	Jul 16th 2025, 8:06 AM CDT
krwilliams@lsi-ins.com	Jul 16th 2025, 8:06 AM CDT
lakendric.westbrook@coloniallifesales.com	Jul 16th 2025, 8:05 AM CDT
laura.mims@chubb.com	Jul 16th 2025, 8:06 AM CDT
laurel_cardona@glic.com	Jul 16th 2025, 8:06 AM CDT
lauren.andreadis@insurica.com	Jul 16th 2025, 8:06 AM CDT
lauren_amador@uhc.com	Jul 16th 2025, 8:06 AM CDT
lee@ogben.com	Jul 16th 2025, 8:06 AM CDT
leonerougemc@gmail.com	Jul 16th 2025, 8:06 AM CDT
lifeyourwayempowerment@gmail.com	Jul 16th 2025, 8:07 AM CDT
liliana.rojas@hubinternational.com	Jul 16th 2025, 8:06 AM CDT
lily@mbwserv.com	Jul 16th 2025, 8:05 AM CDT
lita@themillionaireportfoliogroup.com	Jul 16th 2025, 8:06 AM CDT
ljstumpf72@outlook.com	Jul 16th 2025, 8:06 AM CDT
lonnie.wendling@nttdata.com	Jul 16th 2025, 8:06 AM CDT
luxelifeconsulting@outlook.com	Jul 16th 2025, 8:06 AM CDT
Lynn@ljbbenefits.com	Jul 16th 2025, 8:06 AM CDT
mack@rlglobalinc.com	Jul 16th 2025, 11:05 PM CDT
MAGALLY@ZARDINSURANCE.COM	Jul 16th 2025, 8:07 AM CDT
marc@teb-inc.com	Jul 16th 2025, 8:05 AM CDT
marcblevens@curative.com	Jul 16th 2025, 8:06 AM CDT
margaret_pearson@us.aflac.com	Jul 16th 2025, 8:06 AM CDT
mario.serrato26@gmail.com	Jul 16th 2025, 8:06 AM CDT
martinez.elva@heb.com	Jul 16th 2025, 8:06 AM CDT
mary.mcdaniel@cognizant.com	Jul 16th 2025, 8:06 AM CDT
matt.hollingsworth@phly.com	Jul 16th 2025, 8:06 AM CDT
matthew.nabhan@msgraystone.com	Jul 16th 2025, 8:06 AM CDT
meaghan.geary@frostinsurance.com	Jul 16th 2025, 8:06 AM CDT
mehreen.ibrahim@nationwideclean.com	Jul 16th 2025, 8:06 AM CDT
melba@puroaseguro.com	Jul 16th 2025, 8:06 AM CDT
mfa@keyhealthplans.com	Jul 16th 2025, 8:06 AM CDT
mhobbs@epicinsurancesolutions.com	Jul 16th 2025, 8:05 AM CDT
Michael@signatureeventx.com	Jul 16th 2025, 8:06 AM CDT
michaella.conteh@mycinsure.com	Jul 16th 2025, 8:07 AM CDT
mike@maverickba.com	Jul 16th 2025, 8:06 AM CDT
mike_kessler@ajg.com	Jul 16th 2025, 8:05 AM CDT

milajinc@gmail.com	Jul 16th 2025, 8:06 AM CDT
mimi@millennialtitlecompany.com	Jul 16th 2025, 8:06 AM CDT
mthomas@amarastransport.com	Jul 16th 2025, 8:06 AM CDT
mtrotter@cprins.com	Jul 16th 2025, 8:05 AM CDT
mybeck07@gmail.com	Jul 16th 2025, 8:06 AM CDT
ngraham@rookerdowningbooth.com	Jul 16th 2025, 8:06 AM CDT
nicole@nichenotarydocumentservices.com	Jul 16th 2025, 8:06 AM CDT
nina@tbinsurancegroup.com	Jul 16th 2025, 8:06 AM CDT
osa.musa@omufinancial.com	Jul 16th 2025, 8:06 AM CDT
oscar@proteccg.com	Jul 16th 2025, 8:06 AM CDT
patrice_de_rushe@bcbstx.com	Jul 16th 2025, 8:06 AM CDT
patriciaarise@ymail.com	Jul 16th 2025, 8:06 AM CDT
paul@psihealthplans.com	Jul 16th 2025, 8:06 AM CDT
pbs@fol.com	Jul 16th 2025, 8:06 AM CDT
performancemanagement8@gmail.com	Jul 16th 2025, 8:06 AM CDT
petejinsurance@msn.com	Jul 16th 2025, 8:06 AM CDT
Phillip.Briscoe@usi.com	Jul 16th 2025, 8:05 AM CDT
pnew102292@aol.com	Jul 16th 2025, 8:05 AM CDT
proposals@higginbotham.net	Jul 16th 2025, 11:05 PM CDT
Proposals@tmlhb.org	Jul 16th 2025, 8:06 AM CDT
publicbids@healthcarehighways.com	Jul 16th 2025, 8:05 AM CDT
Rachel.Means@sagetpa.com	Jul 16th 2025, 8:06 AM CDT
ramon@montalvoinsurance.com	Jul 16th 2025, 8:06 AM CDT
rcmd.advantage@rcmd.com	Jul 16th 2025, 8:06 AM CDT
rcuellar@cuellarandassociates.com	Jul 16th 2025, 8:05 AM CDT
rebecca@taxtymeexpress.com	Jul 16th 2025, 8:05 AM CDT
rebekah.o'sullivan@lfg.com	Jul 16th 2025, 8:05 AM CDT
rebekka.bryant@gmail.com	Jul 16th 2025, 8:07 AM CDT
renee.gibbs@ffga.com	Jul 16th 2025, 8:06 AM CDT
rex@catalyzeinsurance.com	Jul 16th 2025, 8:07 AM CDT
rfields@studentinsuranceplans.com	Jul 16th 2025, 8:05 AM CDT
rfp@Insurance4Dallas.com	Jul 16th 2025, 8:06 AM CDT
rfx@objectwin.com	Jul 16th 2025, 8:06 AM CDT
Rick.Ramirez@frostbank.com	Jul 16th 2025, 8:06 AM CDT
rmaurer@metlife.com	Jul 16th 2025, 8:06 AM CDT
rnr.cyna@gmail.com	Jul 16th 2025, 8:06 AM CDT
robb.pridemore@usi.com	Jul 16th 2025, 8:06 AM CDT
roy@newkirkandnewkirk.com	Jul 16th 2025, 8:06 AM CDT
Rromanomitchell96@gmail.com	Jul 16th 2025, 8:06 AM CDT
rvaldez@bcloftexas.org	Jul 16th 2025, 8:05 AM CDT
sairafatah@gmail.com	Jul 16th 2025, 8:06 AM CDT
Sal@portillosons.com	Jul 16th 2025, 8:06 AM CDT
sales@frontierdirectcare.com	Jul 16th 2025, 8:06 AM CDT
sam.smith@personifyhealth.com	Jul 16th 2025, 8:06 AM CDT
sannainsurance@gmail.com	Jul 16th 2025, 11:05 PM CDT
Sarah@jacobsoninsure.com	Jul 16th 2025, 8:07 AM CDT
scarlisle@healthplan.org	Opted out

sdew@winstarins.com	Jul 16th 2025, 8:06 AM CDT
Sean.linton@lbsconnect.net	Jul 16th 2025, 11:05 PM CDT
selena@navarroig.com	Jul 16th 2025, 8:05 AM CDT
sklekamp.fhl@gmail.com	Jul 16th 2025, 8:06 AM CDT
slewsolutionsllc@gmail.com	Jul 16th 2025, 8:06 AM CDT
staffgoy@gmail.com	Jul 16th 2025, 8:06 AM CDT
stevena@insurewithsvj.com	Jul 16th 2025, 8:06 AM CDT
support@thriveinrest.com	Jul 16th 2025, 8:06 AM CDT
susanbulla@benefitree.com	Jul 16th 2025, 8:06 AM CDT
tamelia@powerxinsurance.com	Jul 16th 2025, 8:07 AM CDT
tamiechols@gmail.com	Jul 16th 2025, 8:06 AM CDT
Teresa.Esparsa@vsp.com	Jul 16th 2025, 8:06 AM CDT
terry.louie@metlife.com	Jul 16th 2025, 8:05 AM CDT
Thinkclean396@gmail.com	Opted out
tiffiney.maestas@combined.com	Jul 16th 2025, 8:06 AM CDT
tim.killeen@frostinsurance.com	Jul 16th 2025, 8:05 AM CDT
tina@tinaloren.com	Jul 16th 2025, 11:05 PM CDT
tom.tolleson@mutualofomaha.com	Jul 16th 2025, 8:06 AM CDT
toni@wisdomprincipal.com	Jul 16th 2025, 8:06 AM CDT
Torshia@ctinsurancepro.com	Jul 16th 2025, 8:07 AM CDT
trent_bruce@ajg.com	Jul 16th 2025, 8:06 AM CDT
trevina.jefferson@trepsonconsulting.com	Jul 16th 2025, 8:06 AM CDT
tribaljudge13@gmail.com	Jul 16th 2025, 8:06 AM CDT
trtcleaningsolutions@gmail.com	Jul 16th 2025, 8:06 AM CDT
txagent@ngarciaagency.com	Jul 16th 2025, 8:06 AM CDT
ty.petty@hubinternational.com	Jul 16th 2025, 8:06 AM CDT
tyler.kenny@marshmma.com	Jul 16th 2025, 8:06 AM CDT
Ucrfpteam@ucci.com	Jul 16th 2025, 8:05 AM CDT
vivianmaner@gmail.com	Jul 16th 2025, 8:06 AM CDT
vroot@novarenetwork.com	Jul 16th 2025, 8:06 AM CDT
whit@thethomasagencies.com	Jul 16th 2025, 8:06 AM CDT
yourpartner@culturallyelevated.com	Jul 16th 2025, 8:06 AM CDT
zach.gingrich@onedigital.com	Jul 16th 2025, 8:06 AM CDT

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **9/9/2025**

Discuss Potential Litigation