



BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON JUNE 10, 2025, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

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

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER CADE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - May 27, 2025 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS**F.1. Proclamation - Elder Abuse Awareness Month**

RESULT:	APPROVED
MOVER:	L.M. "Matt" Sebesta Jr.
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

F.2. Proclamation - Juneteenth

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Stacy L. Adams
AYES:	Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

G. FORMAL REPORTS AND APPEARANCES - NONE**H. CONSENT****PASSED THE CONSENT AGENDA**

RESULT:	PASSED THE CONSENT AGENDA
MOVER:	Ryan Cade
SECONDER:	Jay Burrridge
AYES:	Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

County Judge

H.1. Request Name Change

H.2. Gulf Coast Transit District Resolution

Commissioner Precinct 2

H.3. Appointment of the City of Manvel Tax Increment Reinvestment Zone Board Member

District Attorney

H.4. Authorize Supplemental Insurance Documents

H.5. Deliberation of Business and Financial Issues Regarding Water Utility Contract

Tax Assessor - Collector

H.6. Waiver of Penalty and Interest on Delinquent Taxes

Auditor

H.7. Payment of Bills

H.8. Extension of Deadline for Filing the Annual Audit Report for Brazoria County Emergency Services District No. 2

H.9. FY 2025: Record Budget for Other Funds

H.10. FY 2025: Line Item Transfer

H.11. Audit Report for Brazoria County Emergency Services District No. 3

H.12. FY 2025: Line Item Transfer

CDBG/HUD/Welfare Department

H.13. Brazoria County Community Development Block Grant-Disaster Recovery (CDBG-MIT)

Pulled to Discuss and correct verbiage after the fact

RESULT:	PASSED
MOVER:	David R. Linder
SECONDER:	Jay Burrige
AYES:	Judge Sebesta Jr., Commissioner Burrige, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Engineer

H.14. Temporary Use of CR 428 for the City of Angleton "2025 Freedom Fireworks Celebration" (Precinct 1)

H.15. Cell Phone Stipend

H.16. Cell Phone Stipend

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

Health

H.18. DSHS Contract No. HHS001308700001 (Amendment No. 3)

H.19. Renewal of Maternity and Family Planning Services Agreement with UTMB

H.20. Department of State Health Services (DSHS) Contract No. HHS001315700004 Amendment No. 1 Renewal

Purchasing Department

H.21. Renew RFP #23-49 Environmental Services for Community Development Block Grant, HOME Investment Partnership Program, HOME-American Rescue Plan and Emergency Solutions Grant Program Projects

H.22. Renew with a Price Increase ITB #21-48 Mosquito Control Chemicals

H.23. Renew with a Price Increase ITB #23-43 Tree Trimming Maintenance

H.24. Transfer of Surplus Vehicle

H.25. Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park

H.26. Renew with Price Increase ITB #23-68 Disaster Landfill Services

H.27. Renew RFP #20-17 Employee Health Benefits

H.28. Return Surplus Items to Regular Inventory - South Service Center

Texas AgriLife Extension Services

H.29. Memorandum of Understanding between Brazoria County and the SPCA

Toll Road Authority

H.30. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for April 2025

I. DISCUSSION

Treasurer

I.1. Treasurer's Monthly Cash and Investment Report for April 2025

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

Auditor**I.2. Issuance of a Purchase Order After the Fact - Brazoria County Housing Authority**

RESULT:	APPROVED
MOVER:	Jay Burrridge
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Engineer**I.3. Supplemental Construction Material Testing Services for Courthouse Expansion Project**

Wording was amended during court

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Stacy L. Adams
AYES:	Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Human Resource**I.4. Overtime Report**

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

I.5. Split Position - Library

RESULT: APPROVED
MOVER: Stacy L. Adams
SECONDER: David R. Linder
AYES: Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Purchasing Department**I.6. Advertise Request for Proposals for Uninterruptible Power Supply (UPS) Support for the Sheriff's Office**

wording omitted during court due to department head request

RESULT: APPROVED
MOVER: Jay Burrridge
SECONDER: Ryan Cade
AYES: Judge Sebesta Jr., Commissioner Burrridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I. Department Heads

Commissioner Adams Pct 3
Mason Holliday- Intern Commissioner Adams Pct 3
Ian Patin- Chief Brazoria County Sheriff
Sharon Trower- Public Information Officer
Bryan Frazier- Director of Parks

J. CLOSED MEETING

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

At 9:58 a.m. Commissioners Court entered into Closed Session.

At 11:16 a.m. Commissioners Court was again in open session all members present with the exception of Commissioner Linder and the following orders were had:

Texas Govt Code 551.071

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

J.1. Discuss Potential Litigation

No action taken at this time

J.2. ORDER REQUESTING AUTHORIZATION TO FILE SUIT

RESULT:	APPROVED
MOVER:	Ryan Cade
SECONDER:	Jay Burrige
AYES:	Judge Sebesta Jr., Commissioner Burrige, Commissioner Cade, and Commissioner Adams

Texas Govt Code 551.072

Deliberation concerning the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

J.3. Discuss Lease of Property - Alvin JP 1-2

No action taken at this time

Texas Govt Code 551.0725

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

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

J.4. Preliminary Engineering services - Water Supply for Detention Facility

RESULT:	APPROVED
MOVER:	Stacy L. Adams
SECONDER:	Jay Burrige
AYES:	Judge Sebesta Jr., Commissioner Burrige, Commissioner Cade, and Commissioner Adams

K. ANNOUNCEMENTS**L. WORKSHOP - NONE****M. RECESS**

As no further matters were to be had, Commissioners Court recessed this Regular Session at 11:22AM.

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

Joyce Hudman



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1.

6/10/2025

Commissioners Court Special Session - May 27, 2025 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1.

6/10/2025

Proclamation - Elder Abuse Awareness Month

Approve the Proclamation designating June 2025 to be Elder Abuse Awareness Month in Brazoria County.

PROCLAMATION

WHEREAS, June 15th is Elder Abuse Awareness Day in Texas and approximately 1 in 10 Americans 65 and older, have experienced some form of mistreatment; and

WHEREAS, loneliness and isolation can make seniors more vulnerable to abuse, neglect and exploitation. It can happen to both men and women of all income levels including individuals of all cultural and ethnic backgrounds; and

WHEREAS, ACTIONS, Inc. of Brazoria County and the Texas Department of Family and Protective Services Adult Protective Services Division (APS) are joining forces to raise awareness about abuse, neglect and exploitation of seniors and vulnerable adults; and

WHEREAS, last year APS investigated 1,017 cases of abuse, neglect and exploitation of older adults or people with disabilities in Brazoria County; and

WHEREAS, ACTIONS, Inc. of Brazoria County and APS have partnered with other agencies in Brazoria County to collaborate in the assessment, investigation, and protection of elderly victims of abuse, neglect and exploitation, resulting in increased prosecution of perpetrators; and

WHEREAS, abuse hurts at any age and all people deserve dignity, respect, and the right to live in a society free from abuse.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby proclaim the month of June 2025 to be

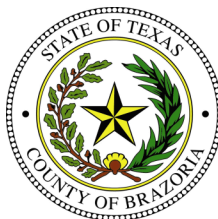
ELDER ABUSE AWARENESS MONTH

in Brazoria County and urge all residents to work together to reduce abuse, neglect, and exploitation of seniors and people with disabilities.

APPROVED this 10th day of June, 2025.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.



Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 4

David Linder

PROCLAMATION

WHEREAS, June 15th is Elder Abuse Awareness Day in Texas and approximately 1 in 10 Americans 65 and older, have experienced some form of mistreatment; and

WHEREAS, loneliness and isolation can make seniors more vulnerable to abuse, neglect and exploitation. It can happen to both men and women of all income levels including individuals of all cultural and ethnic backgrounds; and

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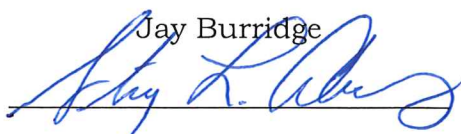
NOW, THEREFORE, the Brazoria County Commissioners Court does hereby proclaim the month of June 2025 to be

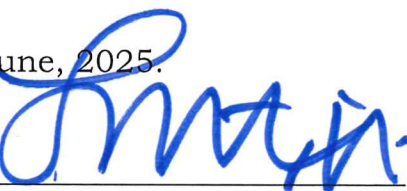
ELDER ABUSE AWARENESS MONTH

in Brazoria County and urge all residents to work together to reduce abuse, neglect, and exploitation of seniors and people with disabilities.

APPROVED this 10th day of June, 2025.

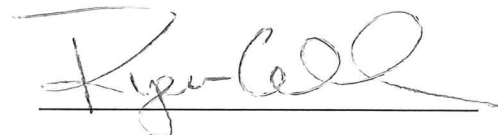

Commissioner, Precinct 1

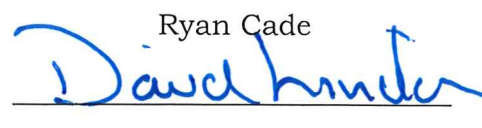

Commissioner, Precinct 3
Stacy L. Adams



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




Commissioner, Precinct 2


Commissioner, Precinct 4
David Linder



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.2.

6/10/2025

Proclamation - Juneteenth

Approve the Proclamation designating June 19, 2025 at Juneteenth in Brazoria County.

PROCLAMATION

WHEREAS, Juneteenth commemorates the emancipation of enslaved African Americans and honors the legacy of freedom and justice; and

WHEREAS, on June 19, 1865, United States General Gordon Granger and some 2,000 Union Troops arrived in Galveston, Texas, and announced that enslaved people in Texas were now free, nearly two and a half years after the Emancipation Proclamation was issued by President Abraham Lincoln; and

WHEREAS, Brazoria County holds a significant place in American history as the site of the first African American church in Texas, the location of some of the earliest plantations in the state, and a birthplace of the African American freedom journey in Texas; and

WHEREAS, Juneteenth has become a national symbol of liberation, reflection, and community, and is recognized as a federal holiday that celebrates the triumph of the human spirit and the ongoing struggle for equality.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim June 19, 2025 as

JUNETEENTH

in Brazoria County Texas. All across our nation, Juneteenth is a day to commemorate, educate and to recommit ourselves to justice and freedom for all; today and always.

APPROVED this 10th day of June, 2025.

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 3
Stacy L. Adams

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



Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 4
David Linder

PROCLAMATION

WHEREAS, Juneteenth commemorates the emancipation of enslaved African Americans and honors the legacy of freedom and justice; and

WHEREAS, on June 19, 1865, United States General Gordon Granger and some 2,000 Union Troops arrived in Galveston, Texas, and announced that enslaved people in Texas were now free, nearly two and a half years after the Emancipation Proclamation was issued by President Abraham Lincoln; and

WHEREAS, Brazoria County holds a significant place in American history as the site of the first African American church in Texas, the location of some of the earliest plantations in the state, and a birthplace of the African American freedom journey in Texas; and

WHEREAS, Juneteenth has become a national symbol of liberation, reflection, and community, and is recognized as a federal holiday that celebrates the triumph of the human spirit and the ongoing struggle for equality.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim June 19, 2025 as

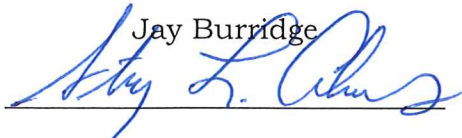
JUNETEENTH

in Brazoria County Texas. All across our nation, Juneteenth is a day to commemorate, educate and to recommit ourselves to justice and freedom for all; today and always.

APPROVED this 10th day of June, 2025.



Commissioner, Precinct 1



Commissioner, Precinct 3

Stacy L. Adams



Brazoria County Judge

L. M. "Matt" Sebesta, Jr.




Commissioner, Precinct 2



Commissioner, Precinct 4

David Linder



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1.

6/10/2025

Request Name Change

That the attached letter be submitted on behalf of Brazoria County accepting requested consent and notification of name change.

L.M. “Matt” Sebesta, Jr.
County Judge



Lacey Powell
Chief of Staff

Brazoria County

June 4, 2025

Port Freeport Administrative Office
1100 Cherry St.
Freeport, TX 77541-5863

Re: Foreign-Trade Zone No. 149
Request for Name Change and Operator Information, Site 00B
Animal Nutrition & Health, LLC f/k/a DSM Nutritional Products, Inc.

Dear Port Freeport Authority:

Brazoria County is aware of a name change/operator information request submitted by Animal Nutrition & Health, LLC (“ANH”), formerly known as DSM Nutritional Products, Inc., for Foreign-Trade Zone (FTZ) 149, Site 00B.

This letter serves as official notice that Brazoria County consents to ANH’s requested name change for the FTZ subzone.

Thank you for your attention to this matter.

Sincerely,

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2.

6/10/2025

Gulf Coast Transit District Resolution

Approve and support the attached Resolution designating a representative, alternate representative and proxy for the Gulf Coast Transit District.

RESOLUTION

GULF COAST TRANSIT DISTRICT

25-002 DESIGNATION OF REPRESENTATIVES

BE IT RESOLVED, by Brazoria County Commissioners Court that Jay Burrige, Commissioner Precinct 1, be and is hereby designated as its Representative to the Governing Body of the Gulf Coast Transit District effective immediately; and

WHEREAS, the Official Alternate be named David Linder, Commissioner Precinct 4 who is authorized to serve as the voting representative should Commissioner Burrige become ineligible, or resign; and

WHEREAS, Gary Kersh is designated as the Proxy in absence of the designated Elected Officials. Should the Proxy need to be counted as present for Brazoria County's representation in attendance, or for purposes of a quorum, he then has authority to submit its vote upon all matters that come before the meeting.

FURTHER, IT IS ORDERED, that the Executive Director of the Gulf Coast Transit District be notified of the designation of the hereinabove named Representative, Alternate and Proxy delegates'.

APPROVED this 10th day June, 2025.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burrige

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder



RESOLUTION

GULF COAST TRANSIT DISTRICT

25-002 DESIGNATION OF REPRESENTATIVES

BE IT RESOLVED, by Brazoria County Commissioners Court that Jay Burridge, Commissioner Precinct 1, be and is hereby designated as its Representative to the Governing Body of the Gulf Coast Transit District effective immediately; and

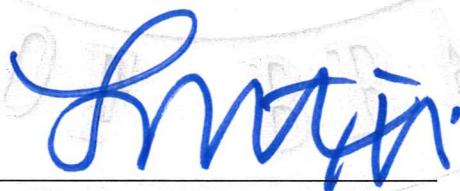
WHEREAS, the Official Alternate be named David Linder, Commissioner Precinct 4 who is authorized to serve as the voting representative should Commissioner Burridge become ineligible, or resign; and

WHEREAS, Gary Kersh is designated as the Proxy in absence of the designated Elected Officials. Should the Proxy need to be counted as present for Brazoria County's representation in attendance, or for purposes of a quorum, he then has authority to submit its vote upon all matters that come before the meeting.

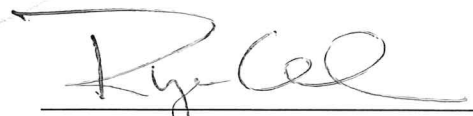
FURTHER, IT IS ORDERED, that the Executive Director of the Gulf Coast Transit District be notified of the designation of the hereinabove named Representative, Alternate and Proxy delegates'.

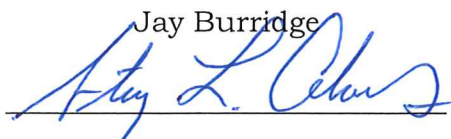
APPROVED this 10th day June, 2025.


Commissioner, Precinct 1




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


Commissioner, Precinct 2

Jay Burridge

Commissioner, Precinct 3
Stacy L. Adams



Ryan Cade

Commissioner, Precinct 4
David Linder



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3.

6/10/2025

Appointment of the City of Manvel Tax Increment Reinvestment Zone Board Member

The Court hereby reappoints Seth Carrasco to the Board of Directors of the City of Manvel Reinvestment Zone for a two-year term pursuant to the Tax Increment Participation Agreement with the City of Manvel.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4.

6/10/2025

Authorize Supplemental Insurance Documents

The Court authorizes the County Judge to complete and endorse documentation supplemental to damage to County property or in connection with insurance claims made for damage to County property.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5.

6/10/2025

Deliberation of Business and Financial Issues Regarding Water Utility Contract

The Court finds that deliberation of business and financial issues related to a contract for water utilities in an open meeting would have a detrimental effect on the position of the Commissioners Court.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6.

6/10/2025

Waiver of Penalty and Interest on Delinquent Taxes

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



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1320
FAX 979.864.1346

June 10, 2025

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

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

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

Perdue Brandon Fielder Collins and Mott, LLP and the Brazoria County Tax Assessor-Collector reviewed the account(s) and evidence to determine if there is cause for waiver of penalties and interest in compliance with the statute. After review, no cause for waiver was found.

Sincerely,

Kristin R. Bulanek PCC, CTOP, PCAC, CIA

Tax Assessor-Collector

Brazoria County, Texas

**REQUEST FOR WAIVER
PENALTY and INTEREST**

[illegible]

"EXHIBIT A"



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7.

6/10/2025

Payment of Bills

That the checks payable through Monday, June 9, 2025 be approved for payment in accordance with Local Government Code §115.021.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8.

6/10/2025

Extension of Deadline for Filing the Annual Audit Report for Brazoria County Emergency Services District No. 2

The Court hereby approves extending the deadline 30 days for filing the annual audit report for Brazoria County Emergency Services District No. 2, as requested in the attached letter and in accordance with Chapter 775 of the Texas Health and Safety Code.

COVELER & PEELER, P.C.

Attorneys At Law

Two Memorial City Plaza
820 Gessner, Suite 1710
Houston, Texas 77024-4298

Phone 713.984.8222

Fax 713.984.0670

manley@coveler.com

Via email to: LaceyP@brazoriacountytx.gov

May 29, 2025

The Honorable Matt Sebesta
Attn: Lacey Powell
237 East. Locust Street, Suite 401
Angleton, Texas 77515

Re: Application for Extension for filing of Audit Report for Brazoria
County Emergency Services District No. 2

Dear Ms. Powell:

This office serves as counsel to Brazoria County Emergency Services District No. 2. We are hereby submitting an application for the District pursuant to Section 775.082 of the Texas Health and Safety Code, for an extension of thirty (30) days for the filing of the 2024 District Audit Report due by June 1, 2025.

It is requested in conformity with the procedures of the Court, that this matter be placed on the agenda for an upcoming meeting of the Court. The Auditor, KM&L, has indicated to the District that the 2024 District Audit will be completed and presented to the Board on June 2, 2025.

Very truly yours,

COVELER & PEELER, P.C.

By: 
David J. Manley

DJM/mw

cc: Brazoria County Emergency Services District No. 2



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9.

6/10/2025

FY 2025: Record Budget for Other Funds

Sheriff Commissary	590000 (Capital)	39120	35000	\$32,000
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Amendment is needed for a wastewater lift station macerator at the detention center. Reserves are available for the expenditures.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Customer: 6014144
Chad Jones
Brazoria County Auditor
111 E. Locust, Room 303
Angleton, TX 77515
UNITED STATES

(979)235-0822
chadj@brazoria-county.com

Quote Number: C-131185-V6G7-A
Quote Date: 05/20/2025
Terms: Net 30 Days
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4-5 Weeks ARO / Shipping & Handling Included
Grinder Serial #: S028245-2-1
Ticket #: C-131185-V6G7

Project: Brazoria County Detention Center

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
30005-0018	30005-0018 Renew 7 Tooth Cam Cutters 1:1 Stack Alloy Steel Buna N Elastomers Cork & Rubber Gaskets Delta-P Side Rails Motor Type Electric New 5HP/460V TENV XP IMM Motor, 40FT Sow Cable New 29:1 Reducer New Spool Grinder SN: TBD Paint: Epoxy Green	1	\$26,671.19	\$26,671.19
A32523-0018-SS	GUIDE PLATE ASY, 30005-18 Install on Grinder	1	\$1,171.42	\$1,171.42
A35106-E-SU	LIFTING POST ASY 30K ELEC DRIVE 316 Install on Grinder	1	\$1,558.70	\$1,558.70
TARIFF	Tariff Surcharge Due to the recent tariffs on China, effective March 1, 2025, we have implemented a 6% surcharge for all products that are affected. The surcharge is listed in this quote or order. Sulzer reserves the right to change this surcharge, impose new surcharges, or implement other changes to pricing, at any time, to mitigate the impact of tariffs for products imported from China and any other countries, for which applicable tariffs are newly enacted or changed.	1	\$1,721.33	\$1,721.33
Shipping	Shipping & Handling Included	1	\$0.00	\$0.00



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please verify serial number is correct.

Sub Total	\$31,122.64
Tax	
Total	\$31,122.64

Notes:

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Thank-You for your Business!

JWC Environmental Inc
Jorge Gasca
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #:
C-131185-V6G7-A

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



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Santa Ana, CA 92707 USA
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Toll Free: 800 331-2277
Fax: 714 242-0240

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Product use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to the Company's written consent first obtained.



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

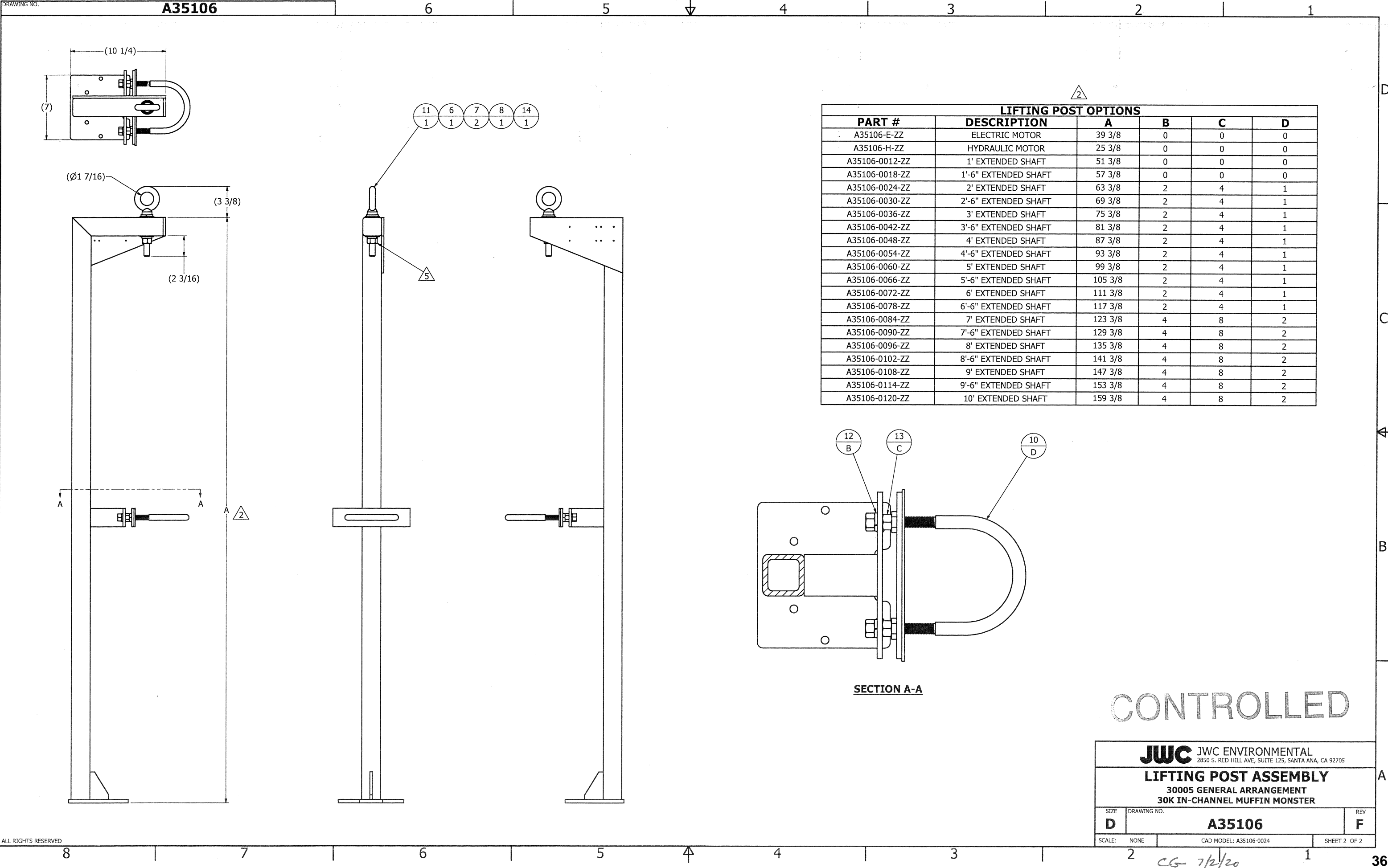
F360JWCE0107

A35106

012 TO 120 - NOMINAL EXTENDED SHAFT LENGTH

SCALE: NONE	CAD MODEL: A35106-0012	SHEET 1 OF 2
-------------	------------------------	--------------

A35106-0084-ZZ (SHOWN)
(FOR 7' TO 10' EXTENDED SHAFT SYSTEMS)





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10.

6/10/2025

FY 2025: Line Item Transfer

Non-Departmental	470200 (Refunds/Reimb)	10000	14900	(\$4,000)
Water Lab	520000 (Operating)	10000	45300	\$4,000

Transfer is needed for unexpected incubator replacements required for culturing water samples.

Location ANHC100001 Angleton Health Department
Address 434 E. Mulberry
Angleton Health Department
Angleton TX 77515Receiving BU BRAZO
Supplier 0000030380
Receipt Date 04/17/2025
Receipt Status Received
Bill of LadingReceiver ID 0003267308
Fisher Scientific Company, LLCPhone
Building Floor

Recv Ln	Item ID Item Description	Dist/Accepted Qty	UOM	Due Date	PO BU	Purchase Order Buyer	Requisition Requester	Delivered To Attention To
1	Thermo Scientific Heratherm IMH180 51028068 Bench Top Incubator. SKU IMH180	1	EA	04/02/2025	BRAZ O	0002503556 Bradley Neal - Purchasing	0002503744 Katherine Trimmer - Health	K. trimmer/IM. Oyervides

Invoice Notification			
Customer Purchase Order			Page
0002503556			1 of 1
Release Number		Order Placed By	
		BRADLEY NEAL Ph: 979-864-1282 BNEAL@BRAZORIANCOUNTYTX.GOV	
Order Number	Order Date	Invoice Number	Invoice Date
B50960190	04/06/2025	0207364	04/10/2025
Ship To		Bill To 095198-013	
BRAZORIA COUNTY 434 E MULBERRY HEALTH DEPT ANGLETON, TX. 77515 ATTN: KAREN TRIMMER		BRAZORIA COUNTY 111 EAST LOCUST RM 303 ANGLETON, TX. 77515 ATTN: AUDITING DEPT	



Fisher Scientific

Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY, LLC.

Thank you for your order. Any questions please contact Customer Service.

Phone: 800-640-0640

Email: FisherCustomerService.US@thermofisher.com

Please refer to the order number on all correspondence

For complete terms and conditions visit our website at:

www.fishersci.com/salesterms

For current order status please click:

[Status for B50960190](#)

Shpmt	Qty	UM	Catalog Number	Description	Documents	Unit Price	Extended Price
1	1	EA	51028068H	HERATHERM 180L AP INCUBATOR		4,689.30	4,689.30

Merchandise Total (USD)	4,689.30
Estimated Sales Tax	386.87
Order Total (USD)	5,076.17

This is not an Invoice - Do not Remit Payment

Shipment	Shipment Date	Direct Ship from Vendor - Contact Customer Service for Tracking Information
001	04/09/2025	

TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE USA-PGH-CS2.

<http://survey.medallia.com/fishersci>



Expeditors Intl of WA Inc
18255 Humble Parkway

DELIVERY ORDER
This is NOT a Bill of Lading

ABN 79 003 337 282
CUSTOMS BROKERS • IATA AGENTS • FREIGHT FORWARDERS
FMC-2268 • NVOCC

Humble TX 77338
281 913 2800

REFERENCE 8220360661 ENTRY NO. _____ DATE 11-Apr-2025

DELIVER TO: BRAZORIA COUNTY HEALTH DEPT 434 E MULBERRY ANGLETON TX 77515		Pick Up From	Expeditors - IAH 18255 Humble Parkway Humble TX 77338		
BILL TO: Expeditors Intl of WA Inc 18255 Humble Parkway Humble TX 77338 United States		MBL	WENP-BWIT069052		
		HBL	H140156972 2530		
		O/H No.			
DELIVERING CARRIER Southeastern Freight Lines		<input checked="" type="checkbox"/> Prepaid	<input type="checkbox"/> Collect	<input type="checkbox"/> 3rd Party (See Bill To:)	CHARGES
PIECES	DESCRIPTION			VOLUME/WEIGHT	
1	PCS LAB EQUIPMENT Pickup after: 09:55 11-Apr-2025 Deliver before: 17:00 20-Apr-2025 HB: H140156972, Customs Qty: 1 PCS Outer Qty HB: H140156972, Outer Qty: 1 SKD Deliver-to Contact: KAREN TRIMMER 979-864-1096 References: DO # DJIAHB4680788, P/O # 2503556, CR # 000001065936, P/O # DR0743108, CS # CLASS, S/O # 181483 DIMS (in): 1SKD@30X39X47(1SKD)			31.82CF / 186LB	
NOTE: Delivering Carrier shall be solely responsible to pay and will reimburse Expeditors for (by way of offset or otherwise, which is expressly authorized herein) any and all accessorial charges which are incurred with respect to the movement and storage of the shipment(s) tendered hereunder which are not otherwise pre-approved in writing by Expeditors.					
Shipper, Expeditors, Delivering Carrier, and any other subcontractor motor carriers expressly waive all rights and remedies they may have under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time. This delivery order is and for all purposes shall be deemed to be a written contract with respect to this waiver PROVIDED, however, that any term(s) contained within a bill of lading issued by Expeditors shall govern over any conflicting terms(s) contained herein. Unless Shipper has made a special declaration of value and has paid the additional charge(s) in connection therewith, the liability of Expeditors for loss, damage, delay, or any other cause whatsoever shall be limited to U.S. \$0.50 per pound, maximum \$50 per lot. Unless a separate certificate has been issued and the applicable premium paid, goods are NOT INSURED. Additional restrictions are provided in the Terms and Conditions of Service of Expeditors which are incorporated herein by reference. These terms and conditions are also available at www.expeditors.com/forms-downloads . All services provided are subject to these terms and conditions.				Declared Value for Carriage \$ _____ X _____ (Shipper's Signature)	
Received in Good Order		BY: <input checked="" type="checkbox"/> _____ (Signature) <input checked="" type="checkbox"/> _____ (PRINT NAME)	DATE RECEIVED: 4/17/25 TIME RECEIVED: 8:10am		



8220360661



H140156972

THIS CARRIAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF
THE DELIVERING CARRIER NAMED ABOVE.

Katherine Trimmer

FSC 0951980004

REMIT TO:

INQUIRE AT:

(800) 640-0640

D-U-N-S-00-432-1519

ACCT# 095198-013

11450 COMPAQ CENTER WEST

FEIN 23-2942737

P.O. BOX 404705

HOUSTON TX

ORIGINAL INVOICE

ATLANTA

GA

77070

30384-4705

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

INV DATE

0002503556

04/10/2025

0207364

ORDER NO.
B50960190ACCOUNT NO.
095198-013CSO
HUSF.O.B.
SHIPPING POINTORDER ENTRY DATE
04/06/2025PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE: NOR FON CON

AUDITING DEPT
BRAZORIA COUNTY
RM 303
111 EAST LOCUST
ANGLETON TX 77515KAREN TRIMMER
BRAZORIA COUNTY
HEALTH DEPT
434 E MULBERRY
ANGLETON TX 77515THIS IS A
PARTIAL
SHIPMENT ☐DUE: 05/10/2025
TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.Visit: www.fishersci.com

DESCRIPTION

CATALOG
NUMBERQUANTITY
SHIPPED

UNIT PRICE

AMOUNT

CALLER-BRADLEY NEAL
PHONE-979-864-1282

SHIPMENT NBR: 001 FROM: VND ON 04/09/2025

ORDERED PART # 51028068

HERATHERM 180L AP INCUBATOR
ORIG CAT NBR 51028068
GSA# GS07F161BA

51 028 068H

T 1 EA

4,689.30

4,689.30

MERCHANDISE SUBTOTAL
SALES TAX4,689.30
386.87

TOTAL INVOICE AMOUNT

5,076.17

FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL

(T) SUBJECT TO TAX.

TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER
THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN.
<http://survey.medallia.com/fishersci> PASSCODE: USA-PGH-CS2E-INVOICE @[HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX](https://www.e-scicom.com/thermofisher/register.aspx)See reverse side for complete terms and conditions or visit <http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcsale.jsp>

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.



Purchase Order

Page: 1 of 1

Brazoria County Purchasing

451 N. Velasco, Suite 100
Angleton TX 77515
Busn: 979-864-1825
Fax: 979-864-1034

Vendor: 0000030380
Fisher Scientific Company, LLC
Acct# 095198-003
P O Box 404705
Atlanta GA 30384-4705

Ship To: Brazoria County
Angleton Health Department
434 E. Mulberry
Angleton TX 77515

Bill To: Brazoria County Auditor
237 E. Locust Ste 403
Angleton TX 77515

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
0002503556	4/1/2025	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination	Common
Buyer	Requestor	
Bradley Neal - Purchasing	Katherine Trimmer - Health	

Tax Exempt? Y Tax Exempt ID: 74-6000044

Line-Sch	Vendor Item ID/Description/MFG - Brand	Req ID	Quantity	UOM	PO Price	Extended Amt
1 - 1	51028068H Thermo Scientific Heratherm IMH180 51028068 Bench Top Incubator. SKU IMH180	0002503744	1.00	EA	4,689.30000	4,689.30000

Category Code: 17500 - 521400 Laboratory Medical Supplies (Lab Su

Co. Item ID:

Account: 521400-10000-45300/Laboratory, Medical Supplies

Proj/Act/Loc: * / * / ANHC100001-Angleton Health Department

Attention: K. trimmer/M. Oyervides

Pricing per quote #5091-1261-71 dated 4-1-25
No shipping charges

OMNIA 2021002889
General Lab Supplies
Valid through June 30, 2029

Vendor agrees it is the vendor's responsibility to verify that the County Department shown in the "Ship To" address is open on date and time of scheduled delivery. Vendor also agrees that Brazoria County will not be liable for deliveries made at a date or time when the department is closed.

****BILLING INFORMATION****

Email all invoices to invoices@brazoriacountytx.gov; payment inquiries may be made by calling 979-864-1278.

CONFIRMING ORDER - DO NOT DUPLICATE
DATE: 4-1-25 CONFIRMATION # N/A
EMAILED PO TO: Roger Virden <roger.virden@thermofisher.com>
ESTIMATED DELIVERY: 7-10 business days
ORDER TO BE PLACED BY DEPARTMENT: NO

Total PO Amount

4,689.30

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order or Release Order Number. Over shipments will not be accepted unless authorized by Buyer prior to shipment. Brazoria County Standard Terms and Conditions located at <https://www.brazoriacountytx.gov/home/showpublisheddocument/15782/638273507420470000> are made part of this order and control over any vendor terms.

Authorized Signature

Brazoria County

Requisition

Ship To: Angleton Health Department
434 E. Mulberry
Angleton Health Department
Angleton TX 77515

Req ID: 0002503744	Date 03/19/2025	Page 1
Requisition Name: 0002503744		
Requester Katherine Trimmer - Health		Currency USD
Requester Signature		

Line-Schd	Item	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
-----------	------	--------	----------	-----	-------	--------------	----------

1-1	Vendor Item:	Thermo Scientific Heratherm IMH180 51028068 Bench Top Incubator. SKU IMH180	1.0000	EA	4,719.50	4,719.50	
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Supplier:	0000103556 STOCK-PURCHASING	Phone:	979 864-1825	Ext:
Commodity Code:	49000	542000 Repairs Maint (Laboratory Equip & Accessories)		
Account:	521400-10000-45300	Laboratory, Medical Supplies		
Attn:	K. trimmer/M. Oyervides			

2-1	Vendor Item:	Estimated freight	1.0000	LOT	250.00	250.00	
-----	--------------	-------------------	--------	-----	--------	--------	--

Supplier:	0000103556 STOCK-PURCHASING	Phone:	979 864-1825	Ext:
Commodity Code:	49000	542000 Repairs Maint (Laboratory Equip & Accessories)		
Account:	521400-10000-45300	Laboratory, Medical Supplies		
Attn:	K. trimmer/M. Oyervides			

<u>Total Requisition Amount:</u>	<u>4,969.50</u>
----------------------------------	-----------------

Please see attached for item details and link to website. Please order this specific item, but vendor in link is just a recommendation.

Dept. Approval Signature

Purchasing Approval Signature

REQ # 2503744 3/19/25 10:15AM

Katherine Trimmer

From: Cathy Sbrusch
Sent: Wednesday, March 19, 2025 9:20 AM
To: Katherine Trimmer
Subject: RE: Water Lab Budget Information for Incubator FW: *Important*FW: incubator needed

Yes—please place the order for the new incubator.

Thanks,

Cathy Sbrusch, RN, BSN, CIC

Director of Public Health Services

Brazoria County Health Department

Phone: 979-864-1484

Fax: 979-864-3955

cathys@brazoriacountytx.gov

From: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Sent: Tuesday, March 18, 2025 4:25 PM
To: Cathy Sbrusch <CathyS@brazoriacountytx.gov>
Subject: Water Lab Budget Information for Incubator FW: *Important*FW: incubator needed
Importance: High

Cathy,

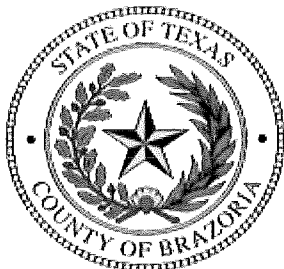
Water Lab budget looks good for purchase of incubator. See below.
Please review and let me know if I have your permission to requisition. Thank you.

- See excerpt below from the attached Budget to Actuals report that I ran today: Lab supplies is 41.9% spent. Also, the total budget spent for the operating expenditures group is at 55.2%.

Account	Account Description	Original Budget	Adjustments	Total Budget	Requisitions	Purchase On
---------	---------------------	-----------------	-------------	--------------	--------------	-------------

521100 Office Supplies	900.00	0.00	900.00	
521150 Printing	200.00	0.00	200.00	
521200 Books, Supplements	600.00	0.00	600.00	
521400 Laboratory, Medical Supplies	45,000.00	0.00	45,000.00	
526000 Clothing	400.00	0.00	400.00	
542000 Repairs, Maintenance	1,550.00	0.00	1,550.00	
554250 Copier Costs	1,200.00	0.00	1,200.00	
561100 Travel	500.00	0.00	500.00	
571200 Training and Conferences	500.00	0.00	500.00	
571300 Professional Services	2,500.00	0.00	2,500.00	(18
571400 Dues, License	850.00	0.00	850.00	
571700 Janitorial Services	0.00	0.00	0.00	
572200 Subscriptions	250.00	0.00	250.00	
Operating Expenditures	54,450.00	0.00	54,450.00	(18

- Link to incubator:
- This is the incubator needed, https://www.hogentogler.com/thermo-scientific/heratherm-imh180-51028068-bench-top-incubator.asp?gad_source=1&gclid=EAlaIQobChMly-ery-qRiAMVCC9ECB10RQHZEaQYAIABEgJ4yvD_BwE



BRAZORIA COUNTY
HEALTH DEPARTMENT

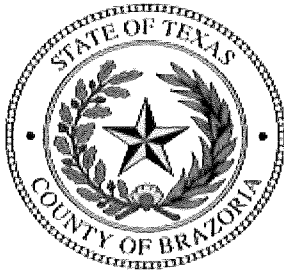
WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

KATHERINE C. TRIMMER, M.A.
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
434 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office: 979-864-1096 M. 979.288.2491

From: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Sent: Monday, March 17, 2025 4:55 PM
To: Cathy Sbrusch <CathyS@brazoriacountytx.gov>
Subject: *Important*FW: incubator needed
Importance: High

CS,
Here is the info. on the proposed new incubator from Mayra.



BRAZORIA COUNTY
HEALTH DEPARTMENT

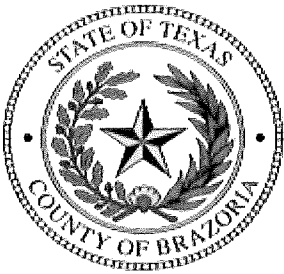
WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

KATHERINE C. TRIMMER, M.A.
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
434 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office: 979-864-1096 M. 979.288.2491

From: Katherine Trimmer
Sent: Monday, March 17, 2025 2:43 PM
To: Mayra Oyervides <MayraO@brazoriacountytx.gov>
Subject: RE: incubator needed

Thank you for getting this to me so quickly Mayra. I will forward to Cathy after I speak with her about the condition of Incubator #3.



BRAZORIA COUNTY
HEALTH DEPARTMENT

WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

KATHERINE C. TRIMMER, M.A.
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
434 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office: 979-864-1096 M. 979.288.2491

From: Mayra Oyervides <MayraO@brazoriacountytx.gov>
Sent: Monday, March 17, 2025 2:23 PM
To: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: incubator needed

Hi Ms. Katherine,

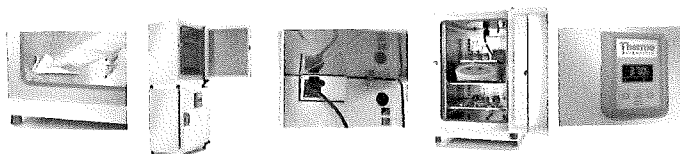
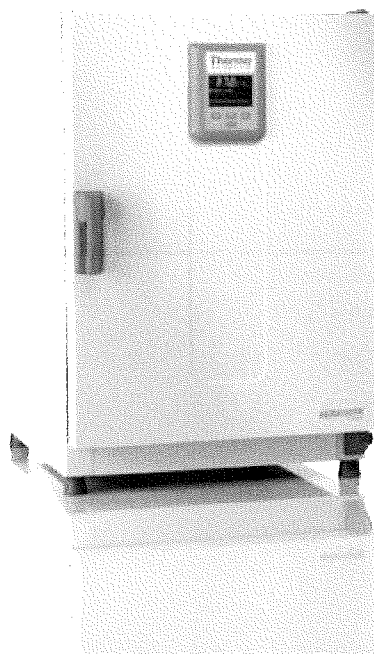
This is the incubator needed, https://www.hogentogler.com/thermo-scientific/heratherm-imh180-51028068-bench-top-incubator.asp?gad_source=1&gclid=EAlaIQobChMly-ery-qRiAMVCC9ECB10RQHxEAQYAIABEgJ4yvD_BwE

Thanks,



< Laboratory Incubators

Thermo Scientific Heratherm IMH180 51028068 Bench Top Incubator



SKUIMH180

Downloads:

Brochure (PDF)

Operating Manual (PDF)

\$4,719.50

\$6,300.00 You Save 25.09%

QTY:

1

Description

Thermo Scientific Heratherm Advance Protocol Microbiological Incubators include innovative dual convection technology with excellent temperature performance, providing an optimal sample environment and unsurpassed temperature performance for demanding applications.

Features and Benefits

Dual convection for application versatility - fan speed adjustable from 0 to 100%
 Advanced digital timer for daily or weekly ON / OFF cycles
 Internal socket allows the use of equipment, such as shakers or stirrers inside the unit
 Stainless steel interior (AISI 304) is easy to clean and corrosion resistant
 Broad temperature range from 5°C above ambient to 105°C - even suitable for drying application
 Intuitive user interface for setting temperature
 Large, easy to read vacuum fluorescent display
 Internal glass door allows sample viewing without impacting temperature
 Exceptionally small footprint
 2 Year Manufacturer's Warranty

Technical Specifications:

Max Temperature	105°C (221°F)
Volume	6.3 cu ft (178 L)
Outside Dimensions (WxHxD)	25.2 x 36.2 x 29.1" (64.0 x 92.0 x 73.8 cm)
Chamber Dimensions (WxHxD)	18.3 x 27.9 x 21.4" (46.4 x 70.8 x 54.3 cm)
Power	120V / 8.5A / 1020W
Timer	Weekly / Real Time / Hour
Convection Technology	Dual convection
Controller Type	Microprocessor control with vacuum fluorescent display
Temperature Uniformity at 37°C (Fan off)	± 0.6 °C
Temperature Uniformity at 37°C (Fan full speed)	± 0.4 °C
Temperature Stability at 37°C	± 0.1 °C
Footprint	0.47 sq. ft. / 5.1 sq. m
Number of Shelves	2 Supplied, 19 Max.
Max. Shelf Load	25 kg / 55 lbs
Net Weight	70 kg / 154 lbs
Plug Type	Nema 5-15

Related Products

Katherine Trimmer

From: Katherine Trimmer
Sent: Monday, March 17, 2025 2:41 PM
To: Cathy Sbrusch; Mayra Oyervides
Cc: Linda Coronado; Rachael Oliver
Subject: Update on UNIT #3: Thelco Incubator 3DM SN # 601091131
Importance: High

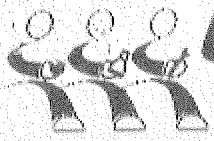


"That's like a dog living to be 50 years old"

Cathy,

1. I spoke at length with Wayne Fisher Scientific/Lab Care America this morning. He was quite surprised that this unit had been operational up until recently. Prognosis: Good old Incubator #3 is not repairable. It look like we need to move forward with the procurement of another incubator.
2. In regard to disposal, they do not provide that service. Maybe the county (Surplus dept.) can sell for scrap?

Your thoughts?



**LabCare
America**

The authorized factory repair for:
**Jouan, Precision, NAPCO
Thelco, Freas and ALC**

1-800-519-7971

Model: THELCO Incubator 3DM

S/N: 601091131

Cat.#: 51221120

Unauthorized service voids warranty

Call
about
Incubators

1:41pm 3/17/25 Wayne

- ← ^{sept.} 2001 = year of manufacture →
- became obsolete in 2017 (digital control ^{board} temperature display)
 - no parts available
 - Unit as whole obsolete ~~by~~ Oct. 2010.
no parts available @ all
- PARTS no longer available after 2017

PO ID	Purchase Order Date	PO Status	Short Supplier Name	Supplier ID	Supplier Name	Buyer	Buyer Name	Purchase Order Reference	Budget Checking Header Status	Origin	Department
1	0002502717 02/04/2025	Dispatched	FISHERSCIE-001	0000030390	Fisher Scientific Company, LLC	16311	Bradley Neal - Purchasing	Online Sro From Req 0002502777	Valid	ONL	45300
2	0001806924 09/04/2018	Compl	AMAZONCOM-001	0000101551	Amazon.com	13096	Karen Brown - Purchasing	Online Sro From Req 0001806608	Valid	ONL	45300
3	0001806692 10/13/2017	Compl	CITIBANPUR-001	0000119201	Citibank, N.A.	16381	Roshonda Gibbs - Purchasing	Online Sro From Req 0001806399	Valid	ONL	45300
4	0001602522 01/14/2016	Compl	CLARKSONLA-001	0000142383	Clarkson Laboratory and Supply	14202	Christy Browne - Purchasing	Online Sro From Req 0001602341	Valid	ONL	45300

Item Description

Thermo Scientific Heratherm General Protocol Microbiological Incubator, PROMO, Capacity: 75 L, 2.6 c

THERMO TIME / DATE DIGITAL THERMOMETER WITH MIN MAX READING NIST CERTIFIED FOR INCUBATOR @37.0

HERATHERM MICRO INCUBATOR ADV PROT 120V 6.3CF VOLUME 178L EXTERIOR DIM: 29.1 X 26.2 X 35.2 INCHES

Heratherm Advanced Protocol Microbiological Incubator 104L 120V Manufacturer: Thermo Scientific Su

5	0001602311 01/07/2016	Compl	FISHERSCIE-001	0000030390	Fisher Scientific Company, LLC	14202	Christy Browne - Purchasing	Online Sro From Req 0001602341	Valid	ONL	45300
6	0001402388 01/07/2014	Compl	FISHERSCIE-001	0000030390	Fisher Scientific Company, LLC	14202	Christy Browne - Purchasing	Online Sro From Req 0001402339	Valid	ONL	45300

Thermo Scientific™ 51028067 Heratherm™ Advanced Protocol Microbiological Incubators

Thermo Scientific™ Biological Indicators, Incubator, and Pouches Pack of 5 No.:AY759X1

I wanted to share this as I thought it may help to know how old some of the units are that you have, in order to help with a decision to buy new or possibly fix. I'm not sure who y'all may have reached out to for repair needs, but a suggestion would be to contact the manufacturer of the unit and ask for local repair companies they recommend. Then the vendor(s) could be vetted, like Brad shared, if they are coming onsite.

We do have minimal access to information in POs prior to 2014, if you need me to check further. We are happy to help. Brad is in the office the rest of the week and I'm on vacation, but the office can reach me if need be.

I hope this helps you all, especially due to the urgency of an upcoming Audit in the next few months.

Sincerely,
MINDY BURCH, CPPB, NIGP-CPP
Sourcing Manager - Buyers
BRAZORIA COUNTY PURCHASING
Ph #979.864.1840 Fx #979.864.1034
mindyb@brazoriacountytx.gov www.brazoriacountytx.gov

From: Bradley Neal <BNeal@brazoriacountytx.gov>
Sent: Wednesday, March 12, 2025 4:52 PM
To: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Cc: Mindy Burch <mindyb@brazoriacountytx.gov>
Subject: RE: Water Lab - Incubator repair?

Hi Katherine,

#3 Precision/Thermo Lab Incubator Serial# 601091131
- Display of temp goes - unable to determine actual temp / or a loss of temp stability

Location	ANHC100001	Angleton Health Department	Receiving BU	BRAZO	Receiver ID	0003255005		
Address	434 E. Mulberry		Supplier	0000030380	Fisher Scientific Company, LLC			
	Angleton Health Department		Receipt Date	03/14/2025				
	Angleton TX 77615		Receipt Status	Received				
			Bill of Lading					
Phone								
Building		Floor						

	Item ID				Purchase Order	Requisition	Delivered To		
Recv Ln	Item Description	Dist/Accepted Qty	UOM	Due Date	PO BU	Buyer	Requester	Delivery Date	Attention To
1	Thermo Scientific Heratherm General Protocol Microbiological Incubator, PROMO, Capacity: 75 L, 2.6 cu. ft., Temperature Range: Ambient +5 deg. to 75 deg.C, Amperage: 2.5 A, Vendor Catalog # 51028063PM	1	EA	02/04/2025	BRAZO	0002502717	0002502777		K. Trimmer & MO/Water Lab
					Bradley Neal - Purchasing	Katherine Trimmer - Health			

REC# 3255005

3/14/25 1:57pm



REMIT TO:
ACCT# 095198-013
P.O. BOX 404705
ATLANTA GA
30384-4705

INQUIRE AT: (800) 640-0640
11450 COMPAQ CENTER WEST
HOUSTON TX
77070

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER
0002502717

INV. DATE
02/11/2025

8802703

ORDER NO.
B50377781

ACCOUNT NO.
095198-013

CSO
HUS

F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
02/06/2025

PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

ACCOUNTS PAYABLE

INVOICE TYPE:
NOR FON CON

492



AUDITING DEPT
BRAZORIA COUNTY
RM 303
111 EAST LOCUST
ANGLETON TX 77515-4664

BRAZORIA COUNTY
HEALTH DEPT
434 E MULBERRY
ANGLETON TX 77515

FEB 18 2025

DUE: 03/13/2025
TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

THIS IS A
PARTIAL ☐
SHIPMENT



Visit: www.fishersci.com

DESCRIPTION

CATALOG
NUMBER

QUANTITY
SHIPPED

UNIT PRICE

AMOUNT

CALLER-BRADLEY NEAL
PHONE-979-864-1282

SHIPMENT NBR: 001 FROM: VND ON: 02/10/2025
HERATHERM 75L GP INCUBATOR PMO 51 028 063HPM T 1 EA 1,776.00 1,776.00

MERCHANDISE SUBTOTAL

SALES TAX

TOTAL INVOICE AMOUNT

1,776.00

146.52

1,922.52

FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL

(T) SUBJECT TO TAX.

TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN.
<http://survey.medallia.com/fishersci> PASSCODE: USA-PGH-CS2

E-INVOICE @[HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX](https://www.e-scicom.com/thermofisher/register.aspx)

See reverse side for complete terms and conditions or visit <http://www.fishersci.com/salesterms>

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.



Expeditors Intl of WA Inc
18255 Humble Parkway

DELIVERY ORDER
This is NOT a Bill of Lading

ABN 79 003 337 282
CUSTOMS BROKERS • IATA AGENTS • FREIGHT FORWARDERS
FMC-2268 • NVOCC

Humble TX 77338
281 913 2800

REFERENCE 8220355287 ENTRY NO. _____ DATE 11-Mar-2025

DELIVER TO: BRAZORIA COUNTY HEALTH DEPT 434 E MULBERRY ANGLETON TX 77515		Pick Up From	Expeditors - IAH 18255 Humble Parkway Humble TX 77338		
BILL TO: Expeditors Intl of WA Inc 18255 Humble Parkway Humble TX 77338 United States		MBL	USXI-DFWT334531		
		HBL	H140155814		
		O/H No.			
DELIVERING CARRIER Southeastern Freight Lines		<input checked="" type="checkbox"/> Prepaid	<input type="checkbox"/> Collect	<input type="checkbox"/> 3rd Party (See Bill To:)	CHARGES

PIECES	DESCRIPTION	VOLUME/WEIGHT
1 PCS	LAB EQUIPMENT Pickup after: 07:58 11-Mar-2025 Deliver before: 17:00 17-Mar-2025 HB: H140155814, Customs Qty: 1 PCS Outer Qty HB: H140155814, Outer Qty: 1 SKD Deliver-to Contact: BRADLEY NEAL 979-864-1282 References: DO # DJIAHB4510146, P/O # 2502717, CR # 000001051894, P/O # DR0400026, CS # CLASS, S/O # 174445 DIMS (in): 1SKD@31X27X39(1SKD)	18.89CF / 114LB

NOTE: Delivering Carrier shall be solely responsible to pay and will reimburse Expeditors for (by way of offset or otherwise, which is expressly authorized herein) any and all accessorial charges which are incurred with respect to the movement and storage of the shipment(s) tendered hereunder which are not otherwise pre-approved in writing by Expeditors.

Shipper, Expeditors, Delivering Carrier, and any other subcontractor motor carriers expressly waive all rights and remedies they may have under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time. This delivery order is and for all purposes shall be deemed to be a written contract with respect to this waiver PROVIDED, however, that any term(s) contained within a bill of lading issued by Expeditors shall govern over any conflicting terms(s) contained herein. Unless Shipper has made a special declaration of value and has paid the additional charge(s) in connection therewith, the liability of Expeditors for loss, damage, delay, or any other cause whatsoever shall be limited to U.S. \$0.50 per pound, maximum \$50 per lot. Unless a separate certificate has been issued and the applicable premium paid, goods are NOT INSURED. Additional restrictions are provided in the Terms and Conditions of Service of Expeditors which are incorporated herein by reference. These terms and conditions are also available at www.expeditors.com/forms-downloads . All services provided are subject to these terms and conditions.	Declared Value for Carriage \$ _____
	<input checked="" type="checkbox"/> (Shipper's Signature)

Received in Good Order	BY: <u>X</u> _____ (Signature)	DATE RECEIVED: <u>3/12/25</u>
	<u>X</u> _____ (PRINT NAME)	TIME RECEIVED: <u>9:45AM</u>



THIS CARRIAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF
THE DELIVERING CARRIER NAMED ABOVE.

*Inspected. Appears
undamaged.*

INCUBATOR

Katherine Trimmer

From: Virden, Roger R. <roger.virden@thermofisher.com>
Sent: Friday, February 21, 2025 11:18 AM
To: Bradley Neal
Cc: Katherine Trimmer; Mayra Oyervides; Cathy Sbrusch
Subject: RE: [EXTERNAL] RE: PO #2502717 - Fisher Scientific (Req 2777)

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks for that information. I am on this so you should hear something from customer service in a few days with return instructions and then a replacement order will be done. Have a good weekend!

Roger Virden
Senior Sales Representative
Fisher Scientific

Part of Thermo Fisher Scientific
300 Industry Drive | Pittsburgh, PA 15275
Office Phone +1 (740) 883-3306
Cell Phone +1 (412) 334-4561
Fax: +1(412) 249-6031
roger.virden@thermofisher.com | www.fishersci.com



3rd Consecutive year as Cybersecurity Champion

WORLDWIDE CONFIDENTIALITY NOTE: Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent of a system responsible for delivering the message to the intended recipient, is prohibited. If you are not the intended recipient, please inform the sender and delete all copies

From: Bradley Neal <BNeal@brazoriacountytx.gov>
Sent: Friday, February 21, 2025 12:01 PM
To: Virden, Roger R. <roger.virden@thermofisher.com>
Cc: Katherine Trimmer <KatherineT@brazoriacountytx.gov>; Mayra Oyervides <MayraO@brazoriacountytx.gov>; Cathy Sbrusch <CathyS@brazoriacountytx.gov>
Subject: RE: [EXTERNAL] RE: PO #2502717 - Fisher Scientific (Req 2777)
Importance: High

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report using the Report Phish button in Outlook or send to SOC@thermofisher.com.

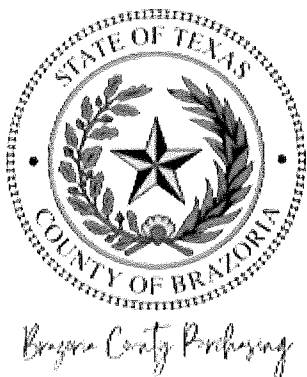
Roger,

We do not have the tracking information on Order #B50377781. Please obtain the tracking detail and submit the claim.

Per the Brazoria County Health Department, this was delivered on 2/20 around 8:30am. The delivery was not signed for as damaged due to the damage being concealed. This was reported yesterday after opening the box and discovering the issue.

Please let me know what the next step is to have the damaged unit picked up and a replacement shipped.

We appreciate your help in getting this resolved.



REGARDS,

Bradley

BRADLEY NEAL
BUYER

✉ bneal@brazoriacountytx.gov
☎ 979-864-1282
🌐 979-864-1034
🌐 <http://brazoriacountytx.gov>

For internal use only, please complete our vendor survey & provide feedback to us. We look forward to hearing from you.

From: Virden, Roger R. <roger.virden@thermofisher.com>

Sent: Friday, February 21, 2025 9:22 AM

To: Bradley Neal <BNeal@brazoriacountytx.gov>

Cc: Katherine Trimmer <KatherineT@brazoriacountytx.gov>; Mayra Oyervides <MayraO@brazoriacountytx.gov>; Cathy Sbrusch <CathyS@brazoriacountytx.gov>

Subject: [EXTERNAL] RE: PO #2502717 - Fisher Scientific (Req 2777)

Hello... I sent a separate email to customer service to ask them to notify status of damage claim. I show this invoiced 2/11 but do you have date it delivered because I don't have tracking since it shipped direct. There is only so many days to report damage so I may go ahead and call my customer service to get this reported as of today.

By chance do you have the tracking information from the packaging? If not, I will call the supplier for it. Thanks and have a good one!

Roger Virden
Senior Sales Representative
Fisher Scientific

Part of Thermo Fisher Scientific
300 Industry Drive | Pittsburgh, PA 15275
Office Phone +1 (740) 883-3306

Cell Phone +1 (412) 334-4561
Fax: +1(412) 249-6031
roger.virden@thermofisher.com | www.fishersci.com



Cybersecurity Champion



3rd Consecutive year as Cybersecurity Champion

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From: Bradley Neal <BNeal@brazoriacountytx.gov>

Sent: Thursday, February 20, 2025 5:39 PM

To: Virden, Roger R. <roger.virden@thermofisher.com>; FisherCustomerService.US
<FisherCustomerService.US@thermofisher.com>

Cc: Katherine Trimmer <KatherineT@brazoriacountytx.gov>; Mayra Oyervides <MayraO@brazoriacountytx.gov>; Cathy Sbrusch <CathyS@brazoriacountytx.gov>

Subject: FW: PO #2502717 - Fisher Scientific (Req 2777)

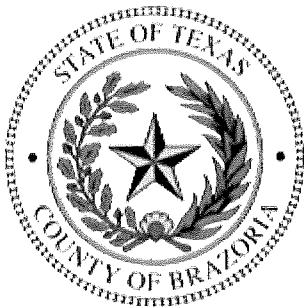
Importance: High

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report using the Report Phish button in Outlook or send to SOC@thermofisher.com.

Roger,

I have been notified by the Brazoria County Health Department that the incubator received from PO #2502717 is damaged.

This was concealed damage, shown in the picture below, that was discovered after unpackaging the incubator. Please let me know the process to return this unit and receive a replacement.



Brazoria County Purchasing

REGARDS,

Bradley

BRADLEY NEAL
BUYER

✉ bneal@brazoriacountytx.gov
☎ 979-864-1282
📠 979-864-1034
🌐 <http://brazoriacountytx.gov>

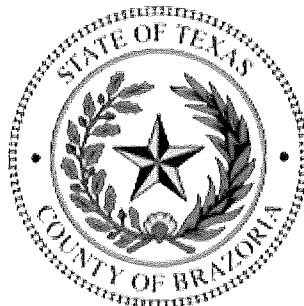
For internal use only, please complete our vendor survey & provide feedback to us. We look forward to hearing from you.

From: Bradley Neal
Sent: Wednesday, February 5, 2025 3:37 PM
To: Virden, Roger R. <roger.virden@thermofisher.com>
Cc: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: PO #2502717 - Fisher Scientific (Req 2777)

Roger,

Attached is PO #2502717 per Quote #5033-9997-60.

Please verify that this order has been received.



Brazoria County Purchasing

REGARDS,

Bradley

BRADLEY NEAL
BUYER

✉ bneal@brazoriacountytx.gov
☎ 979-864-1282
📠 979-864-1034
🌐 <http://brazoriacountytx.gov>

For internal use only, please complete our vendor survey & provide feedback to us. We look forward to hearing from you.

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

Katherine Trimmer

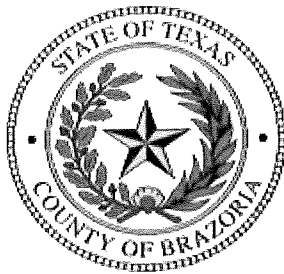
From: Katherine Trimmer
Sent: Thursday, February 20, 2025 1:38 PM
To: Bradley Neal
Cc: Mayra Oyervides; Cathy Sbrusch
Subject: Damaged Incubator pics - PO # 2502717

Importance: High

Brad,
Here is the follow up information on the incubator:

- 2.19.25: Freight company called me to confirm delivery of incubator had been scheduled for 2/20/25.
- 2.20.25
 - 8:30am: Incubator was delivered to the water lab
 - 1:00pm: Water Lab Staff with assistance from Maintenance employees unboxed the incubator and discovered that it was damaged. See pictures below.

Thank you for your help, and for working with the vendor to get it picked up, and getting the replacement shipped to us.



BRAZORIA COUNTY
HEALTH DEPARTMENT

WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

KATHERINE C. TRIMMER, M.A.
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
434 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office: 979-864-1096 M. 979.288.2491

From: Rachael Oliver <RachaelO@brazoriacountytx.gov>
Sent: Thursday, February 20, 2025 1:28 PM
To: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: FW: [EXTERNAL] Incubator pics

I am so sad about this Incubator. I'm forwarding the pics from my phone. Not sure why they came in sideways. Will these work or would you like some more?

Rachael Oliver (A.S.,BS)

Water Lab Tech
RachaelO@brazoriacountytx.gov
Ext.1682
409 E. Orange St.,
Angleton, TX. 77515
P: 979-864-1628

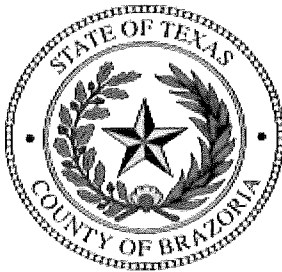
Katherine Trimmer

Incubator

From: Katherine Trimmer
Sent: Wednesday, February 19, 2025 1:03 PM
To: Mayra Oyervides
Cc: Linda Coronado; Rachael Oliver; Cathy Sbrusch
Subject: GOOD NEWS: Incubator delivery update - Thursday 2/20
Importance: High

Good afternoon,

I just spoke with Southeastern Freight Lines. They will deliver the incubator between 8am-12pm or 1:00pm-430pm tomorrow. The item weighs 112 pounds. Please notify me when it is delivered, and if possible please inspect the incubator prior to the delivery company's departure to ensure that it is in good condition. Thank you.



BRAZORIA COUNTY
HEALTH DEPARTMENT

WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

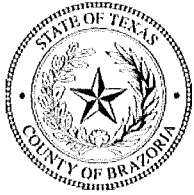
KATHERINE C. TRIMMER, M.A.
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
434 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office: 979-864-1096 M. 979.288.2491

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281-228-2120
Ref# 818908262
1:00pm telcon. Will be
delivered tomorrow.

Delivered
2/20/25
8:30AM.
KT + LC.

2/20/25 1:20pm Mayra reported that unit was damaged. They opened the box and saw obvious signs of damage. I called Brad Neal. 60
Send him pics.



Purchase Order

Page: 1 of 1

Brazoria County Purchasing

451 N. Velasco, Suite 100
Angleton TX 77515
Busn: 979-864-1825
Fax: 979-864-1034

Vendor: 0000030380
Fisher Scientific Company, LLC
Acct# 095198-003
P O Box 404705
Atlanta GA 30384-4705

Ship To: Brazoria County
Angleton Health Department
434 E. Mulberry
Angleton TX 77515

Bill To: Brazoria County Auditor
237 E. Locust Ste 403
Angleton TX 77515

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
0002502717	2/4/2025	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination	Common
Buyer	Requestor	
Bradley Neal - Purchasing	Katherine Trimmer - Health	

Tax Exempt? Y

Tax Exempt ID: 74-6000044

Line-Sch	Vendor Item ID/Description/MFG - Brand	Req ID	Quantity	UOM	PO Price	Extended Amt
1 - 1	51028063HPM Thermo Scientific Heratherm General Protocol Microbiological Incubator, PROMO, Capacity: 75 L, 2.6 cu. ft., Temperature Range: Ambient +5 deg. to 75 deg.C, Amperage: 2.5 A, Vendor Catalog # 51028063PM	0002502777	1.00	EA	1,776.00000	1,776.00000

Category Code: 04500 - 542000 Repairs Maint (Appliances & Equipme
Co. Item ID:
Account: 542000-10000-45300/Repairs, Maintenance
Proj/Act/Loc: * / * / ANHC100001-Angleton Health Department

Attention: K. Trimmer & MO/Water
Lab

Pricing per quote #5033-9997-60 dated 2-2-25
No shipping charges

OMNIA 2021002889
General Lab Supplies
Valid through June 30, 2029

Vendor agrees it is the vendor's responsibility to verify that the County Department shown in the "Ship To" address is open on date and time of scheduled delivery. Vendor also agrees that Brazoria County will not be liable for deliveries made at a date or time when the department is closed.

BILLING INFORMATION

Email all invoices to invoices@brazoriacountytx.gov; payment inquiries may be made by calling 979-864-1861.

CONFIRMING ORDER - DO NOT DUPLICATE
DATE: 2-4-25 CONFIRMATION # N/A
EMAILED PO TO: Roger Virden <roger.virden@thermofisher.com>
ESTIMATED DELIVERY: 7-10 business days
ORDER TO BE PLACED BY DEPARTMENT: NO

Total PO Amount

1,776.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order or Release Order Number. Over shipments will not be accepted unless authorized by Buyer prior to shipment. Brazoria County Standard Terms and Conditions located at <https://www.brazoriacountytx.gov/home/showpublisheddocument/15782/638273507420470000> are made part of this order and control over any vendor terms.

Authorized Signature

Brazoria County

Requisition

Ship To: Angleton Health Department
434 E. Mulberry
Angleton Health Department
Angleton TX 77515

Req ID: 0002502777	Date 01/17/2025	Page 1
Requisition Name: 0002502777		
Requester Katherine Trimmer - Health		Currency USD
Requester Signature		

Line-Schd	Item	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
-----------	------	--------	----------	-----	-------	--------------	----------

1-1	Vendor Item:						
	Heratherm™		1.0000	EA	2,960.00	2,960.00	
	General Protocol						
	Microbiological						
	Incubators						
	Manufacturer:						
	Thermo Fisher						

Supplier: 0000103556 STOCK-PURCHASING Phone: 979 864-1825 Ext:
Commodity Code: 17500 521400 Laboratory Medical Supplies (Lab Supplies)
Account: 521400-10000-45300 Laboratory, Medical Supplies
Attn: K. Trimmer & MO/Water Lab

Total Requisition Amount: 2,960.00

Please order this exact item from this specific vendor. See attached for item information and link to website. Thank you.

Dept. Approval Signature

Purchasing Approval Signature

REQ# 0002502717
11/7/25 12:47pm



Search
2025-11-07 12:47 PM

Product Categories

Browse By Brand

Resources

Promotions

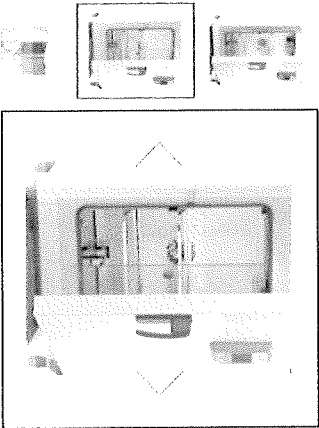
Financing Options

Home > Laboratory Equipment > Incubators > General Purpose Incubators > Heratherm™ General Protocol Microbiological Incubators

Heratherm™ General Protocol Microbiological Incubators

Manufacturer: Thermo Fisher

Contact Us
+1 800-733-2522
info@labdepotinc.com
469 Lumpkin Campground Rd. S
Dawsonville, GA 30534



Starting at
\$2,960.00

ORDER NOW

Select a product below and add it to your cart to request a quote.

The Thermo Scientific® Heratherm™ Compact Microbiological Incubator is designed with sample protection as top priority and saves space due to its compact size. They are designed to provide long-term performance with optimal conditions and contain a two year warranty for parts and labor. The incubator has a glass door to view samples without impacting the temperature, exceptional temperature uniformity, and easy to clean and rearrange organization and display.

Price Chart

Car Code	Description	Capacity	Power Requirement	Price	Qty
54029353	75 L Heratherm General Protocol Microbiological Incubator 120V	2.6 cu ft. (75 L)	120V, 60 Hz 300W, 2.5A	\$2,960.00	-

+



Katherine Trimmer

From: Katherine Trimmer
Sent: Thursday, January 16, 2025 2:05 PM
To: Cathy Sprusch
Subject: RE: Approval? FW: RE: Incubator

One it is.



**BRAZORIA COUNTY
HEALTH DEPARTMENT**

WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

KATHERINE C. TRIMMER, M.A.,
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
454 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office 979-864-1096 NL 979-232-2481

From: Cathy Sprusch <CathyS@brazoriacountytx.gov>
Sent: Thursday, January 16, 2025 2:00 PM
To: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: RE: Approval? FW: RE: Incubator

Just ONE

Cathy Sprusch, RN, BSN, CIC
Director of Public Health Services
Brazoria County Health Department
Phone: 979-864-1484
Fax: 979-864-3955

CathyS@brazoriacountytx.gov

From: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Sent: Thursday, January 16, 2025 1:49 PM
To: Cathy Sprusch <CathyS@brazoriacountytx.gov>
Cc: Mayra Overides <MayraO@brazoriacountytx.gov>
Subject: Approval? FW: RE: Incubator
Importance: High

Cathy,
Am to order 1 or 2 incubators? (see Mayra's question below).

1



WISHING YOU A SAFE, HEALTHY +
SUCCESSFUL DAY!

Katherine

KATHERINE C. TRIMMER, M.A.,
ADMINISTRATIVE COORDINATOR, PUBLIC HEALTH
454 E. Mulberry Street, Angleton, TX 77515
KatherineT@brazoriacountytx.gov
Office 979-864-1096 NL 979-232-2481

**BRAZORIA COUNTY
HEALTH DEPARTMENT**

From: Mayra Overides <MayraO@brazoriacountytx.gov>
Sent: Thursday, January 16, 2025 1:41 PM
To: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: FW: RE: Incubator

Hello Ms. Katherine,

We need to order an incubator as one of ours has stopped working. We are looking at this model here:
<https://www.labdepotinc.com/thermo-scientific-heratherm-general-protocol-incubators> what should I provide you to make this happen? Please advise.

Thank You,

Mayra Overides, A.S., B.S., M.S., HRM,
Water Lab Manager/Scientist
MayraO@brazoriacountytx.gov
Ext.1689
409 E. Orange St.,
Angleton, TX 77515
P: 979-864-1628



From: Mayra Overides
Sent: Wednesday, January 15, 2025 12:01 PM
To: Cathy Sprusch <CathyS@brazoriacountytx.gov>
Subject: RE: Incubator

Hi Ms. Cathy,

This is the incubator we need and this is the one I found at the lowest price. <https://www.labdepotinc.com/thermo-scientific-heratherm-general-protocol-incubators> of the 2 we unplugged yesterday we were able to get one functioning again. The other did not respond anymore. The fan is not working. Do you suggest ordering just 1 or 2 in case that 2nd one is on its way out as well? Advise.

2

From: Dana Cleere
To: Tonya Hummel
Cc: Kaysie Stewart; Katherine Trimmer; Cathy Sbrusch; Phyllis Strong; Dana Cleere
Subject: 2025.5.27 - Water Lab - Line Item Transfer
Date: Wednesday, May 7, 2025 3:24:21 PM
Attachments: image002.png
image003.png
image004.png

We plan to include the following budget amendment on the May 27, 2025 Commissioners' Court agenda.

FY 2025: Line Item Transfers

Transfer needed for hurricane preparation supplies.

Health 520000 (Operating) 10000 45000 (\$2,575)
Water Lab 520000 (Operating) 10000 45300 \$2,575

I posted the following budget journal entry.

Delete	Line	Ledger	Budget Period	Account	Fund	Dept	PC Bus Unit	Project	Activity	Amount
N	1	C3_PC_BD	2025	554200	10000	45000				-2,575.00
N	2	C3_PC_BD	2025	521400	10000	45300				2,575.00

Budget Header

Budget Lines

Budget Errors

UnitBRAZO

Journal ID0000164802

Date05/27/2025

Ledger GroupC3_PC

Control ChartFieldFund Code

Budget Header StatusNone

Budget Entry TypeAdjustment

Fiscal Year2025

CurrencyUSD

Rate TypeCRRNT

Exchange Rate1.00000000

Cur Effdt05/27/2025

Budget TypeExpense

Parent Budget Options

Generate Parent Budget(s)

Use Default Entry Event

Parent Budget Entry TypeAdjustment

Attachments (0)

Long Description

2025.5.27 - Water Lab - Line Item Transfer

Thanks,
Dana Cleere
Auditor's Office
Brazoria County
979-864-1881

From: Cathy Sbrusch <CathyS@brazoriacountytx.gov>
Sent: Tuesday, May 6, 2025 4:03 PM
To: Dana Cleere <danac@brazoriacountytx.gov>; Phyllis Strong <phylliss@brazoriacountytx.gov>
Cc: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: Department budget transfer for Water Lab Hurricane Season Supply Order: REQ 2504602
Importance: High

Dana,

Can you please transfer \$2,575.00 from HEALTH (Equipment Rental: acct: 554200-10000-45000) to WATER LAB (Laboratory/Medical Supplies: acct: 521400-10000-45300)?

Due to unexpected expenses this year (including the purchase of 2 new incubators), the Water Lab is in need of additional funds to complete the purchase of supplies necessary to prepare for hurricane season.

Thank you,

Cathy Sbrusch, RN, BSN, CIC
Director of Public Health Services
Brazoria County Health Department
Phone: 979-864-1484
Fax: 979-864-3955

From: Dana Cleere <danac@brazoriacountytx.gov>
Sent: Tuesday, May 6, 2025 1:18 PM
To: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: RE: REQ 2504602

Hi Katherine,

You're getting an error on this Req because there is only \$938.35 left in the operating category of the budget. You can review your open Reqs and POs to see if there are some that can be closed and that will free up money. Also, I noticed that \$35,000 in Lab/Medical Supplies have already been purchased this year. Do you know why so much has been spent in this account already?

Account	Account Description	Original Budget	Adjustments	Total Budget	Requisitions	Purchase Orders	Expenses	Remaining	% Used
502500	Unemployment	198.00	0.00	198.00	0.00	0.00	(99.50)	98.50	50.3%
502600	401-h Retiree Health Insurance	3,808.00	0.00	3,808.00	0.00	0.00	(1,895.33)	1,912.67	49.8%
Salaries & Benefits		232,751.00	0.00	232,751.00	0.00	(71,716.68)	(112,697.10)	48,337.22	79.2%
521100	Office Supplies	900.00	0.00	900.00	0.00	(876.84)	(1,796.02)	(1,772.86)	297.0%
521150	Printing	200.00	0.00	200.00	0.00	0.00	(20.75)	179.25	10.4%
521200	Books, Supplements	600.00	0.00	600.00	0.00	0.00	0.00	600.00	0.0%
521400	Laboratory, Medical Supplies	45,000.00	0.00	45,000.00	(2,561.78)	(3,569.24)	(35,361.91)	3,507.07	92.2%
526000	Clothing	400.00	0.00	400.00	0.00	0.00	0.00	400.00	0.0%
542000	Repairs, Maintenance	1,550.00	0.00	1,550.00	0.00	(771.00)	(3,817.91)	(3,038.91)	296.1%
554250	Copier Costs	1,200.00	42.71	1,242.71	0.00	(73.00)	(1,028.45)	141.26	88.6%
561100	Travel	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0.0%
571200	Training and Conferences	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0.0%
571300	Professional Services	2,500.00	0.00	2,500.00	0.00	(272.19)	(2,277.91)	(50.10)	102.0%
571400	Dues, License	850.00	0.00	850.00	0.00	0.00	(755.00)	95.00	88.8%
571700	Janitorial Services	0.00	0.00	0.00	0.00	0.00	(372.36)	(372.36)	0.0%
572200	Subscriptions	250.00	0.00	250.00	0.00	0.00	0.00	250.00	0.0%
Operating Expenditures		54,450.00	42.71	54,492.71	(2,561.78)	(5,562.27)	(45,430.31)	938.35	98.3%
Total Department: 45300		287,201.00	42.71	287,243.71	(2,561.78)	(77,278.95)	(158,127.41)	49,275.57	82.8%

Thanks,
Dana Cleere
Auditor's Office
Brazoria County
979-864-1881

From: Haley Leeper <HaleyL2@brazoriacountytx.gov>
Sent: Tuesday, May 6, 2025 10:57 AM
To: Dana Cleere <danac@brazoriacountytx.gov>
Cc: Katherine Trimmer <KatherineT@brazoriacountytx.gov>
Subject: REQ 2504602

Hi, Dana,

Can you check the above req for Katherine? It's showing exceeds budget, but she ran and budget to actual and there should be enough. Fund 10000 for Water lab 45300

Thank you!!

Haley C. Leeper
Grant Accountant
Brazoria County Auditor's Office
E: haleyL2@brazoriacountytx.gov
P: 979.864.1876



record, subject to public inspection under the laws of the State of Texas.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11.

6/10/2025

Audit Report for Brazoria County Emergency Services District No. 3

That Commissioners' Court accept the Financial Audit Report for Brazoria County Emergency Services District No. 3 for the year ending December 31, 2024.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BRAZORIA COUNTY, TEXAS
ANNUAL FINANCIAL REPORT
DECEMBER 31, 2024

McCALL GIBSON SWEDLUND BARFOOT ELLIS PLLC
Certified Public Accountants

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McCall Gibson Swedlund Barfoot Ellis PLLC

Certified Public Accountants

*Chris Swedlund
Noel W. Barfoot
Joseph Ellis
Ashlee Martin*

*Mike M. McCall
(retired)
Debbie Gibson
(retired)*

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Brazoria County Emergency
Services District No. 3
Brazoria County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Brazoria County Emergency Services District No. 3 (the "District") as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

Required Supplementary Information

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

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot Ellis PLLC

McCall Gibson Swedlund Barfoot Ellis PLLC
Certified Public Accountants
Houston, Texas

May 30, 2025

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED DECEMBER 31, 2024

Management's discussion and analysis of Brazoria County Emergency Services District No. 3's (the "District") financial performance provides an overview of the District's financial activities for the year ended December 31, 2024. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

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

GOVERNMENT-WIDE FINANCIAL STATEMENTS

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

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

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

FUND FINANCIAL STATEMENTS

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024

FUND FINANCIAL STATEMENTS (Continued)

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

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

NOTES TO THE FINANCIAL STATEMENTS

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

OTHER INFORMATION

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets and deferred outflows exceeded liabilities and deferred inflows of resources by \$20,610,094 as of December 31, 2024.

A portion of the District's net position reflects its net investment in capital assets (e.g. land, buildings, trucks and equipment less any debt used to acquire those assets that is still outstanding). The District uses these assets to provide additional vehicles, equipment and facilities to its service providers and to the District.

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

	Summary of Changes in the Statement of Net Position		
	2024	2023	Change Positive (Negative)
Current and Other Assets	\$ 26,682,029	\$ 23,038,080	\$ 3,643,949
Capital Assets and Right-of-Use Assets (Net of Accumulated Depreciation/Amortization)	13,903,568	13,932,388	(28,820)
Total Assets	\$ 40,585,597	\$ 36,970,468	\$ 3,615,129
Deferred Outflows of Resources	\$ 309,046	\$ 238,989	\$ (70,057)
Long-Term Liabilities	\$ 7,014,399	\$ 7,526,184	\$ 511,785
Other Liabilities	1,584,788	1,234,816	(349,972)
Total Liabilities	\$ 8,599,187	\$ 8,761,000	\$ 161,813
Deferred Inflows of Resources	\$ 11,685,362	\$ 10,593,734	\$ (1,091,628)
Net Position:			
Net Investment in Capital Assets	\$ 6,377,384	\$ 5,908,161	\$ 469,223
Restricted	41,332	32,448	8,884
Unrestricted	14,191,378	11,914,114	2,277,264
Total Net Position	\$ 20,610,094	\$ 17,854,723	\$ 2,755,371

The following table provides a summary of the District's operations for the year ended December 31, 2024, and for the year ended December 31, 2023.

	Summary of Changes in the Statement of Activities		
	2024	2023	Change Positive (Negative)
Revenues:			
Property Taxes	\$ 10,600,834	\$ 9,194,639	\$ 1,406,195
Other Revenues	2,975,928	2,244,560	731,368
Total Revenues	\$ 13,576,762	\$ 11,439,199	\$ 2,137,563
Expenses for Services	10,821,391	8,994,069	(1,827,322)
Change in Net Position	\$ 2,755,371	\$ 2,445,130	\$ 310,241
Net Position, Beginning of Year	17,854,723	15,409,593	2,445,130
Net Position, End of Year	\$ 20,610,094	\$ 17,854,723	\$ 2,755,371

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED DECEMBER 31, 2024

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's fund balance as of December 31, 2024, was \$13,413,352, an increase of \$2,083,863 from the prior year. This increase was primarily due to operating revenues exceeding operating expenditures.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners amended the budget during the current fiscal period to increase certain estimated revenues and expenditures. Actual revenues were \$993,980 more than budgeted revenues, actual expenditures were \$1,240,864 less than budgeted expenditures, resulting in a positive variance of \$2,234,844.

CAPITAL ASSETS

Capital assets as of December 31, 2024, total \$13,464,338 (net of accumulated depreciation) and include land, buildings, trucks and equipment.

Capital Assets At Year-End, Net of Accumulated Depreciation			
	2024	2023	Change Positive (Negative)
Capitals Assets Not Being Depreciated:			
Land and Land Improvements	\$ 915,909	\$ 481,885	\$ 434,024
Construction in Progress	41,631	40,938	693
Capital Assets, Net of Accumulated Depreciation:			
Buildings and Improvements	8,615,666	8,633,794	(18,128)
Equipment and Vehicles	3,891,132	4,315,542	(424,410)
Total Net Capital Assets	<u>\$ 13,464,338</u>	<u>\$ 13,472,159</u>	<u>\$ (7,821)</u>

Additional information on the District's capital assets can be found in Note 5 of this report.

RIGHT-OF-USE ASSETS

In accordance with the requirements of GASB Statement No. 87, the District reclassified certain capital assets to right-of-use assets. Right-of-use assets includes the Manvel Fire Station and Frazer Ford F550 ambulance, which totaled \$820,276, had current year amortization of \$61,937 and accumulated amortization of \$381,046 as of December 31, 2024.

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024**

LONG-TERM DEBT ACTIVITY

At the end of the current fiscal period, the District had total long-term debt payable of \$7,526,184.

The changes in the debt position of the District during the year ended December 31, 2024, are summarized as follows:

Leases Payable, January 1, 2024	\$ 199,284
Less: Principal Paid	<u>69,253</u>
Leases Payable, December 31, 2024	<u><u>\$ 130,031</u></u>
Notes Payable, January 1, 2024	\$ 7,824,943
Less: Principal Paid	<u>428,790</u>
Notes Payable, December 31, 2024	<u><u>\$ 7,396,153</u></u>

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Brazoria County Emergency Services District No. 3, 6931 Masters Road, PO Box 1253, Manvel, TX 77578.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUNDS BALANCE SHEET
DECEMBER 31, 2024

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	\$ 15,602,448	\$	\$ 15,602,448
Investments	3,597,541		3,597,541
Due from Brazoria County Tax Assessor/Collector	1,095,867		1,095,867
Receivables:			
Property Taxes	5,916,991		5,916,991
Penalty and Interest on Delinquent Taxes		179,331	179,331
Prepaid Costs	135,035		135,035
Net Pension Asset		154,816	154,816
Land		915,909	915,909
Construction in Progress		41,631	41,631
Capital Assets (Net of Accumulated Depreciation)		12,506,798	12,506,798
Right-of-Use Assets (Net of Accumulated Amortization)		439,230	439,230
TOTAL ASSETS	<u>\$ 26,347,882</u>	<u>\$ 14,237,715</u>	<u>\$ 40,585,597</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Plan Charges	\$ -0-	\$ 309,046	\$ 309,046
TOTAL ASSETS AND DEFERRED			
OUTFLOWS OF RESOURCES	<u>\$ 26,347,882</u>	<u>\$ 14,546,761</u>	<u>\$ 40,894,643</u>
LIABILITIES			
Accounts Payable	\$ 956,853	\$	\$ 956,853
Accrued Interest Payable		46,356	46,356
Net Pension Liability		69,794	69,794
Leases Payable:			
Due Within One Year		72,303	72,303
Due After One Year		57,728	57,728
Notes Payable:			
Due Within One Year		439,482	439,482
Due After One Year		6,956,671	6,956,671
TOTAL LIABILITIES	<u>\$ 956,853</u>	<u>\$ 7,642,334</u>	<u>\$ 8,599,187</u>
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	\$ 11,977,677	\$ (312,094)	\$ 11,665,583
Deferred Pension Plan Charges		19,779	19,779
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>\$ 11,977,677</u>	<u>\$ (292,315)</u>	<u>\$ 11,685,362</u>
FUND BALANCE			
Nonspendable: Prepaid Costs	\$ 135,035	\$ (135,035)	\$
Restricted for Debt Service	41,332	(41,332)	
Unassigned	13,236,985	(13,236,985)	
TOTAL FUND BALANCE	<u>\$ 13,413,352</u>	<u>\$ (13,413,352)</u>	<u>\$ -0-</u>
TOTAL LIABILITIES, DEFERRED INFLOWS			
OF RESOURCES AND FUND BALANCE	<u>\$ 26,347,882</u>		
NET POSITION			
Net Investment in Capital Assets		\$ 6,377,384	\$ 6,377,384
Restricted		41,332	41,332
Unrestricted		14,191,378	14,191,378
TOTAL NET POSITION		<u>\$ 20,610,094</u>	<u>\$ 20,610,094</u>

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

Total Fund Balance-Governmental Funds	\$ 13,413,352
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Portions of the change in net pension liability that are not immediately recognized as pension expense are recorded as deferred outflows and inflows of resources.	374,289
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Capital assets and right-of-use assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in the governmental funds.	13,903,568
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Deferred inflows of resources related to property tax revenues and penalty and interest receivables on delinquent taxes for the 2023 and prior tax levies became part of recognized revenues in the governmental activities of the District.	491,425
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Certain liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. These liabilities at year-end consist of:

Accrued Interest Payable	\$	(46,356)	
Capital Leases Due Within One Year		(72,303)	
Capital Leases Due After One Year		(57,728)	
Notes Due Within One Year		(439,482)	
Notes Due After One Year		<u>(6,956,671)</u>	<u>(7,572,540)</u>

Total Net Position-Governmental Activities	<u>\$ 20,610,094</u>
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The accompanying notes to the financial
statements are an integral part of this report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2024

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	\$ 10,556,658	\$ 44,176	\$ 10,600,834
Emergency Services Revenue	2,045,658		2,045,658
Contract Payments	7,000		7,000
Penalty and Interest	91,121	20,778	111,899
Investment Revenues	595,939		595,939
Miscellaneous Revenues	215,432		215,432
TOTAL REVENUES	<u>\$ 13,511,808</u>	<u>\$ 64,954</u>	<u>\$ 13,576,762</u>
EXPENDITURES/EXPENSES			
Service Operations:			
Accounting and Auditing	\$ 97,681	\$	\$ 97,681
Appraisal District Fees	79,063		79,063
Communications	117,312		117,312
Contract Operations	3,379,805		3,379,805
Direct Operations	1,085,424		1,085,424
Legal Fees-General	104,690		104,690
Legal Fees-Delinquent Tax Collections	40,693		40,693
Salaries and Benefits	3,111,079	(131,954)	2,979,125
Tax Assessor/Collector Fees	46,277		46,277
Depreciation/Amortization		823,817	823,817
Repairs and Maintenance	623,153		623,153
Utilities	209,818		209,818
Other	605,570		605,570
Capital Outlay	1,194,478	(794,997)	399,481
Debt Service:			
Lease Principal	69,253	(69,253)	
Lease Interest	8,115	(1,427)	6,688
Note Principal	428,790	(428,790)	
Note Interest	226,744	(3,950)	222,794
TOTAL EXPENDITURES/EXPENSES	<u>\$ 11,427,945</u>	<u>\$ (606,554)</u>	<u>\$ 10,821,391</u>
NET CHANGE IN FUND BALANCE	<u>\$ 2,083,863</u>	<u>\$ (2,083,863)</u>	<u>\$</u>
CHANGE IN NET POSITION		2,755,371	2,755,371
FUND BALANCE/NET POSITION-JANUARY 1, 2024	<u>11,329,489</u>	<u>6,525,234</u>	<u>17,854,723</u>
FUND BALANCE/NET POSITION - DECEMBER 31, 2024	<u><u>\$ 13,413,352</u></u>	<u><u>\$ 7,196,742</u></u>	<u><u>\$ 20,610,094</u></u>

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2024

Net Change in Fund Balance - Governmental Funds	\$ 2,083,863
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.	44,176
Governmental funds report delinquent tax penalty and interest when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed.	20,778
Governmental funds do not account for depreciation or amortization. However, in the government-wide financial statements, capital assets are depreciated, Right-of-Use assets are amortized and depreciation/amortization expense is recorded in the Statement of Activities.	(823,817)
Governmental funds report capital asset costs as expenditures in the period purchased. However, in the government-wide financial statements, capital assets are increased by new purchases that meet the District's threshold for capitalization, and are owned and maintained by the District. All other capital asset purchases are expensed in the Statement of Activities.	794,997
The changes in the net pension liability as well as deferred inflows and outflows of resources are recorded in the government-wide financial statements.	131,954
Governmental funds report principal payments on long-term debt as expenditures. However, in the government-wide financial statements, principal payments decrease long-term liabilities and the Statement of Activities is not affected.	498,043
Governmental funds report interest payments on long-term debt as expenditures in the year paid. However, in the government-wide financial statements, interest is accrued on the long-term debt through fiscal year-end.	5,377
Change in Net Position - Governmental Activities	<u>\$ 2,755,371</u>

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1. CREATION OF DISTRICT

Brazoria County Emergency Services District No. 3 (the “District”), located in Brazoria County, Texas, was created as a political subdivision of the State of Texas under the provision of Section 48-d of Article III of the State Constitution in accordance with Title 44, Article 3351a-6 of The Revised Civil Statutes of the State of Texas. Voters of the District approved the creation of the District on May 15, 2004. The District operates under Chapter 775 of the Health and Safety Code. The District is empowered to provide fire protection, ambulance and rescue services to all residents, commercial interests and others within its boundaries for their public safety, health, welfare and convenience.

The District is governed by a Board of Commissioners consisting of five individuals residing within the District. The Commissioners are appointed by the Brazoria County Commissioners Court to staggered, two-year terms. The Board of Commissioners sets the policies of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

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

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

Financial Statement Presentation

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

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.
- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

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

Government-Wide Financial Statements

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

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

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements

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

Governmental Funds

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

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

Basis of Accounting

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

Property taxes considered available by the District and included in revenue include the 2023 tax levy collections during the period October 1, 2024, to December 31, 2024, and taxes collected from January 1, 2024, to December 31, 2024 for all prior levies. The 2024 tax levy has been fully deferred to meet the District's planned expenditures in the 2025 fiscal year.

Capital Assets and Right-of-Use Assets

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets and Right-of-Use Assets (Continued)

Capital assets are capitalized if they have an original cost of \$10,000 or more (including installation costs and professional fees) and a useful life of two years or more. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Buildings, equipment, trucks and vehicles are amortized over periods ranging from 2 to 40 years.

In accordance with GASB Statement No. 87, at December 31, 2024, the District recorded the Manvel Fire Station and Frazor Ford F550 ambulance as a right-of-use asset (see Note 8). The Right-of-Use assets are being amortized over the estimated useful life using the straight-line method of amortization.

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Directors. The budget is prepared using the same method of accounting as for financial accounting. The original General Fund budget for the current year was amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and final budgeted amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

Pensions

The District contributes to an agent multi-employer defined benefit plan for eligible employees. See Note 12. The District is legally obligated to contribute for certain provider departments as a non-employer contributing entity for the provider's participants in a defined benefit plan. See Note 10. The District contributes for certain provider departments for the provider's participants in a defined contribution plan. See Note 11.

Measurement Focus

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Funds Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriable resources.

Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in governmental funds are classified using the following hierarchy.

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally.

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

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

Unassigned: all other spendable amounts in the General Fund.

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

Accounting Estimates

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

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
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NOTE 3. TAX LEVY

On May 15, 2004, voters of the District approved a maximum tax rate of \$0.10 per \$100 of assessed valuation on all taxable property within the District. During the year ended December 31, 2024, the District levied an ad valorem tax at the rate of \$0.077459 per \$100 of assessed valuation. The tax rate consisted of \$0.003862 for debt service and \$0.073597 for maintenance. This resulted in a tax levy of \$11,665,583 on the adjusted taxable valuation of \$15,057,088,353 for the 2024 tax year. All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attached thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

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

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was \$15,602,448 and the bank balance was \$15,797,830. The District was not exposed to custodial credit risk at year-end.

The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at December 31, 2024, as listed below:

	Cash
GENERAL FUND	<u>\$ 15,602,448</u>

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NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments

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

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

The District invests in TexPool, an external investment pool that is not SEC-registered. The Texas State Comptroller of Public Accounts has oversight of the pool. Federated Hermes, Inc. manages the daily operations of the pool under a contract with the Comptroller. TexPool measures all of its portfolio assets at amortized cost. As a result, the District also measures its investments in TexPool at amortized cost for financial reporting purposes. There are no limitations or restrictions on withdrawals from TexPool.

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

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NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

As of December 31, 2024, the District had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities in Less Than 1 Year
<u>GENERAL FUND</u>		
TexPool	\$2,251,484	\$2,251,484
Texas CLASS	<u>1,346,057</u>	<u>1,346,057</u>
TOTAL INVESTMENTS	<u><u>\$3,597,541</u></u>	<u><u>\$3,597,541</u></u>

Credit Risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At December 31, 2024, the District's investments in TexPool and Texas CLASS were rated "AAAm" by Standard and Poor's. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investments in TexPool and Texas CLASS to have a maturity of less than one year due to the fact that the share positions can usually be redeemed each day at the discretion of the District, unless there has been a significant change in value.

NOTE 5. CAPITAL ASSETS

	January 1. 2024	Increase	Decreases	December 31, 2024
Capital Assets Not Being Depreciated				
Land and Land Improvements	\$ 481,885	\$ 434,024	\$	\$ 915,909
Construction in Progress	<u>40,938</u>	<u>794,997</u>	<u>794,304</u>	<u>41,631</u>
Total Capital Assets Not Being Depreciated	<u>\$ 522,823</u>	<u>\$ 1,229,021</u>	<u>\$ 794,304</u>	<u>\$ 957,540</u>
Capital Assets Subject to Depreciation				
Building & Improvements	\$ 9,193,820	\$ 31,250	\$	\$ 9,225,070
Equipment & Vehicles	<u>8,001,976</u>	<u>288,092</u>	<u></u>	<u>8,290,068</u>
Total Capital Assets Subject to Depreciation	<u>\$ 17,195,796</u>	<u>\$ 319,342</u>	<u>\$ - 0 -</u>	<u>\$ 17,515,138</u>
Less Accumulated Depreciation				
Building & Improvements	\$ 560,026	\$ 49,378	\$	\$ 609,404
Equipment & Vehicles	<u>3,686,434</u>	<u>712,502</u>	<u></u>	<u>4,398,936</u>
Total Accumulated Depreciation	<u>\$ 4,246,460</u>	<u>\$ 761,880</u>	<u>\$ - 0 -</u>	<u>\$ 5,008,340</u>
Total Depreciable Capital Assets, Net of Accumulated Depreciation	<u>\$ 12,949,336</u>	<u>\$ (442,538)</u>	<u>\$ - 0 -</u>	<u>\$ 12,506,798</u>
Total Capital Assets, Net of Accumulated Depreciation	<u><u>\$ 13,472,159</u></u>	<u><u>\$ 786,483</u></u>	<u><u>\$ 794,304</u></u>	<u><u>\$ 13,464,338</u></u>

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
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**NOTE 6. CONTRACTS FOR PROVIDING FIRE PROTECTION, FIRE
SUPPRESSION AND RESCUE SERVICES**

The District has contracted with area volunteer fire departments, emergency medical services (the “Departments”), the City of Angleton and the City of Alvin to provide fire protection and suppression services to protect life and property from fire, conserve natural and human resources and provide rescue services to persons and commercial interests located in various areas within the boundaries of the District. Quarterly payments are made to the providers. Payments to the City of Angleton, the City of Alvin, Manvel Volunteer Fire Department, Danbury EMS, Santa Fe Fire and Rescue, Brazoria Municipal Utility District No. 21 (MUD 21) and Brazoria Municipal Utility District No. 22 (MUD 22) are based upon an agreed-upon amount in their contract. The term of the current agreements is for a calendar year.

Payments for Departments expenses are based upon annual operating and capital budgets submitted to the District. The Departments agree to submit preliminary annual capital and operating budgets at the District’s July meeting each year, with final budgets to be presented for District approval at the District’s September meeting. The District approves monthly Department expenses that are paid directly by the District.

For all capital items exceeding \$50,000, preliminary approval from the District at the bid solicitation stage and final approval from the District at the bid award stage is required. As unexpected or emergency expenditures arise, the Departments may submit a written proposal to the District itemizing those additional expenses for review and action. From time-to-time, the District may approve an advance to a Department to fund the purchase of vehicles until other Department funds are available.

Title and ownership of all assets of the Departments purchased prior to the effective date of the contract shall remain with the Department during the term of this contract. Thereafter, title to all assets, capital and otherwise, (specifically including vehicles, apparatus and all equipment used therein) and all land, buildings and substantial renovations made/purchased with District appropriated funds shall be taken in the name of the District and be owned by the District.

Regarding Department assets acquired subsequent to the effective date of the contract, in the event of dissolution of the Department or termination of the contract for any reason, the ownership and possession of all such non-disposable assets purchased in whole by District appropriated funds shall revert to the District, and ownership and possession all non-disposable assets purchased partly with District appropriated funds shall revert to the District, subject to reimbursement to the Department for its pro rata share of the fair market value of such asset based upon the ratio of the purchase price paid for with non-District appropriated funds or trade-in on apparatus purchased with non-District appropriated funds. The Department agrees to insure all capital assets of the Department, to the extent available, for full replacement costs with the District listed as the “loss payee”.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

**NOTE 6. CONTRACTS FOR PROVIDING FIRE PROTECTION, FIRE
SUPPRESSION AND RESCUE SERVICES (Continued)**

The District has contracted to provide emergency services for the benefit of MUD 21 and MUD 22 as outlined in the contract for a two-year period beginning January 1, 2020. The annual fee is currently \$312,500 per MUD, to be adjusted at renewal and annually thereafter under the terms of the contract. Additionally, the District has the use of certain facilities within the MUD 21 for the benefit of both MUDs. The contract will automatically renew for additional two-year periods unless terminated as provided for in the agreement.

NOTE 7. NOTES PAYABLE

On April 14, 2010, the District entered into a \$1,500,000 real estate lien note with Prosperity Bank to finance construction of a facility for the Manvel Emergency Medical Service. The interest rate is 5.50%. Interest is due and payable semi-annually, as it accrues, beginning on or before October 14, 2010, and continuing regularly and on the same day of each semi-annual period thereafter until April 14, 2030; and annual principal payments in the amount of at least \$75,000 are due and payable on or before April 14, 2011, and continuing regularly and on the same day of each year thereafter until April 14, 2030, when the entire balance of this note, principal and interest then remaining unpaid, shall be due and payable in full. Effective January 28, 2013, the required principal payment was reduced to \$74,615.

On March 1, 2022, the District entered into a \$7,200,000 promissory note with Government Capital Corporation to finance construction of the Iowa Colony Emergency Services Station. The interest rate is 2.6%. Principal and interest payments of \$231,980 are due semi-annually beginning September 10, 2022, with the final payment due March 10, 2042.

On May 17, 2023 the District entered into a \$523,193 promissory note with Trustmark National Bank to finance the purchase of an ambulance. The interest rate is 4.82%. Principal and interest payments of \$89,829 are due semi-annually beginning May 17, 2024 with the final payment due May 17, 2030.

The following is a summary of transactions regarding notes payable for the year ended December 31, 2024:

Notes Payable, January 1, 2024	\$ 7,824,943
Less: Principal Paid	<u>428,790</u>
Notes Payable, December 31, 2024	<u>\$ 7,396,153</u>
 Amount Due Within One Year	 \$ 439,482
Amount Due After One Year	<u>6,956,671</u>
Notes Payable, Net	<u>\$ 7,396,153</u>

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 7. NOTES PAYABLE (Continued)

As of December 31, 2024, debt service requirements on the note are as follows:

Fiscal Year	Principal	Interest	Total
2025	\$ 439,482	\$ 210,912	\$ 650,394
2026	450,522	195,710	646,232
2027	461,924	180,148	642,072
2028	473,698	164,246	637,944
2029	485,860	147,889	633,749
2030-2034	1,941,690	543,740	2,485,430
2035-2039	2,026,980	292,816	2,319,796
2040-2042	1,115,997	43,899	1,159,896
Grand Total	<u>\$ 7,396,153</u>	<u>\$ 1,779,360</u>	<u>\$ 9,175,513</u>

NOTE 8. LEASES

On August 24, 2005, the District entered into a lease-purchase agreement with Wells Fargo Brokerage Services, LLC for the construction of a fire station to be used by Manvel Volunteer Fire Department in the amount of \$580,000. Assets under this capital lease total \$581,086 at December 31, 2024. Accumulated amortization/depreciation through December 31, 2024, was \$270,205. Lease payments and related interest of \$47,095 are due annually beginning August 24, 2006 and ending August 24, 2025. The District's incremental borrowing rate is 5.14%.

On September 21, 2021, the District entered into a lease-purchase agreement with Frazer, Ltd. for a Ford F550 ambulance in the amount of \$191,928. Assets under this capital lease total \$198,252. Accumulated amortization/depreciation through December 31, 2024, was \$63,472. Lease payments and related interest of \$30,274 are due annually beginning December 15, 2021 and ending December 15, 2027. The District's incremental borrowing rate is 3.24%. This lease was paid in a previous fiscal year.

In accordance with the requirements of GASB Statement No. 87, the District reclassified the remaining fire station lease related capital assets above to right-of-use assets. Right-of-use assets, current year amortization expense, and accumulated amortization is summarized below:

	January 1, 2024	Increase	Decreases	December 31, 2024
Right-of-Use Assets Subject to Amortization				
Manvel Fire Station	\$ 581,086	\$	\$	\$ 581,086
Equipment & Vehicles	198,252	40,938		239,190
Total Capital Assets Subject to Depreciation	<u>\$ 779,338</u>	<u>\$ 40,938</u>	<u>\$ - 0 -</u>	<u>\$ 820,276</u>
Less Accumulated Amortization				
Manvel Fire Station	\$ 255,638	\$ 14,567	\$	\$ 270,205
Equipment & Vehicles	63,471	47,370		110,841
Total Accumulated Depreciation	<u>\$ 319,109</u>	<u>\$ 61,937</u>	<u>\$ - 0 -</u>	<u>\$ 381,046</u>
Total Depreciable Right-of-Use Assets, Net of Accumulated Amortization	<u>\$ 460,229</u>	<u>\$ (20,999)</u>	<u>\$ - 0 -</u>	<u>\$ 439,230</u>

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 8. LEASES (Continued)

The following is a summary of transactions regarding leases payable for the year ended December 31, 2024:

Leases Payable, January 1, 2024	\$ 199,284
Less: Principal Paid	<u>69,253</u>
Leases Payable, December 31, 2024	<u>\$ 130,031</u>
Amount Due Within One Year	\$ 72,303
Amount Due After One Year	<u>57,728</u>
Leases Payable, Net	<u>\$ 130,031</u>

The following is a schedule of future minimum lease payments under the leases as of December 31, 2024. The obligations of the District contain a non-appropriation provision.

Fiscal Year	Principal	Interest	Total
2025	\$ 72,303	\$ 5,064	\$ 77,367
2026	28,404	1,870	30,274
2027	<u>29,324</u>	<u>950</u>	<u>30,274</u>
Grand Total	<u>\$ 130,031</u>	<u>\$ 7,884</u>	<u>\$ 137,915</u>

NOTE 9. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2024

NOTE 10. PENSION PLAN (TESRS)

On June 1, 2015, the District signed agreements with the Manvel Volunteer Fire Department and the Liverpool Volunteer Fire Department (Providers) as a non-employer contributing entity to the Providers' pension plan. The Liverpool Volunteer Fire Department has since left the plan. The Providers provide retirement for their participating members through a non-traditional defined benefit pension plan in the statewide Texas Emergency Services Retirement System. (TESRS). The State of Texas is responsible for the administration of the statewide cost-sharing multiple-employer public employee retirement system. As of August 31, 2024, there were 244 contributing fire or emergency departments, which is the most recent valuation report available. TESRS in the aggregate issues an audited annual financial report (AAFR) on a fiscal year basis. The AAFR is available upon written request from the TESRS Board of Trustees at 208 East 10th Street, Suite 309, Austin, TX 78701 or at www.tesrs.org.

Plan Description

Upon reaching age 55, each vested member may retire and receive a monthly pension equal to his vested percent multiplied by six times the governing body's average monthly contribution over the member's years of qualified service. For years of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. There is no provision for automatic postretirement benefit increases. Members are 50% vested after the 10th year of service, with the vesting percent increasing 10% for each of the next five years of service so that a member becomes 100% vested with 15 years of service.

At December 31, 2024, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	0
Inactive employees entitled but not yet receiving benefits	0
Active employees	7

Funding Policy

The plan provisions are adopted by the governing body of the participating departments. No contributions are required from the individuals who are members of the system, nor are they allowed. The governing bodies of each participating department are required to make contributions of at least \$36 per member for each month a member performs emergency services for a department. This is referred to as a Part One contribution, which is the legacy portion of the system contribution that directly impacts future retiree annuities. The District has agreed to make monthly contributions of \$55 per participating active member per month.

The State of Texas is required to contribute an amount necessary to make the TESRS system "actuarially sound" each year, which may not exceed one-third of all contributions made by participating governing bodies in a particular year.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 10. PENSION PLAN (TESRS) (Continued)

The TESRS board rule defining contributions was amended effective July 27, 2014 to add the potential for actuarially determined Part Two contributions that would be required only if the expected future annual contributions from the state are not enough with the Part One contributions to provide an adequate contribution arrangement as determined by the most recent actuarial valuation. This Part Two portion, which is actuarially determined as a percent of the Part One portion (not to exceed 15%), is to be actuarially adjusted near the end of each even-numbered calendar year based on the most recent actuarial valuation. Based on the most recent actuarial valuation as of August 31, 2023, the Part Two contributions are not required for an adequate contribution arrangement.

Additional contributions may be made by governing bodies within two years of joining the system, to grant up to ten years of credit for service per member. Prior service purchased must have occurred before the department began participation in the System.

Pension Expense and Net Pension Liability

For the District's accounting year ending December 31, 2024, the amount of expense recognized by the District for the TESRS plan for provider members was \$3,350. The District's proportionate share of the collective net pension liability was \$69,794 and the District's proportion of the collective pension liability was 0.065% as of the measurement date of August 31, 2024, which is the date of the most recent TESRS Report on Pension Information, a decrease of 0.009% from the prior year. The District has made \$3,350 in contributions on behalf of Provider members as of December 31, 2024, of which none was after the measurement date of August 31, 2023. The District has recognized \$30,947 of deferred outflows of resources.

NOTE 11. LENGTH OF SERVICE AWARD PLAN (LOSAP)

On November 9, 2015, County Road 143 Volunteer Fire Department and Rosharon Volunteer Fire Department signed agreements to provide retirement for their participating members through a non-traditional defined contribution length of service award plan (LOSAP) managed by VFIS of Texas. In 2021, Liverpool, Iowa Colony, Danbury and Demi-John Volunteer Fire Departments were added. The District budgets a specific amount each year as a contributing entity to the Providers' LOSAP plan but does not meet the requirements as a non-employer contributing entity under current Governmental Accounting Standards Board standards. The District recorded \$46,870 Support Expense-LOSAP for the District's contribution toward the Providers plan.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 11. LENGTH OF SERVICE AWARD PLAN (LOSAP) (Continued)

Upon reaching age 55 and completing at least 5 years of participation in the plan, each vested member may retire and receive a lump-sum benefit equal to his account balance in the plan. Members are 100% vested after the 5th year of service, with active emergency service prior to participation in the plan included. At December 31, 2024, 50 active employees were covered by the benefit terms.

The plan provisions are adopted by the governing body of the participating departments. No contributions are required from the individuals who are members of the system, nor are they allowed. The governing bodies of each participating department set the contribution rate annually per member. The District has agreed to make monthly contributions of \$50 per participating active member per month. This amount funds the LOSAP benefit contribution plus \$10,000 group term life insurance premiums and administration fees.

NOTE 12. PENSION PLAN (TCDRS)

Plan Description

The District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System ("TCDRS"). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of more than 850 nontraditional defined benefit pension plans. TCDRS in the aggregate issues an annual comprehensive financial report (ACFR) on a calendar year basis. The ACFR is available upon written request from the TCDRS Board of Trustees at P. O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 5 or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after 10 years of service but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the District within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the District's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. At December 31, 2023, the most recent valuation date, the following employees were covered by the benefit terms:

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Inactive employees or beneficiaries currently receiving benefits	-0-
Inactive employees entitled but not yet receiving benefits	44
Active employees	27

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually.

The employer contributed using the actuarially determined rate of 8.87% for calendar year 2023. The deposit rate payable by the employee members for calendar year 2024 is 7.00% as adopted by the governing body of the District. The employee deposit rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

Annual Pension Cost

For the District's accounting year ended December 31, 2024, the annual pension cost for the TCDRS plan for its employees was \$205,276 and the actual contributions were \$205,276. The employees contributed \$116,999 to the plan for the 2024 fiscal year. The annual required contributions were actuarially determined as a percent of the covered payroll of the participating employees and were in compliance with GASB parameters based on the actuarial valuations as of December 31, 2023, the basis for determining the contribution rates for calendar year 2024. The December 31, 2023 actuarial valuation is the most recent valuation.

	<u>Actuarial Valuation Information</u>
Actuarial valuation date	12/31/23
Actuarial cost method	entry age
Amortization method	Level percentage of payroll, closed
Amortization period	17.0
Asset Valuation Method:	5-year smoothed market
Actuarial Assumptions:	
Investment return ¹	7.5%
Projected salary increases ¹	4.7%
Inflation	2.50%
Cost-of-living adjustments	0.0%

¹Includes inflation at the stated rate

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 12. PENSION PLAN (TCDRS) (Continued)

Net Pension Liability

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions above, except as noted. The discount rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members.

The demographic assumptions were developed from an actuarial experience investigation of TCDRS over the years 2017-2020. They were recommended by Milliman and adopted by the TCDRS Board of Trustees in December of 2021. All economic assumptions were recommended by Milliman and adopted by the TCDRS Board of Trustees in March of 2021. These assumptions, except where required to be different by GASB 68, are used to determine the total pension liability as of December 31, 2023. The assumptions are reviewed annually for continued compliance with the relevant actuarial standards of practice.

Mortality rates were based on the following:

Depositing members – 135% of the Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% of the Pub-2010 Active Employee Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Service retirees, beneficiaries and non-depositing members – 135% of the Pub-2010 General Retirees Amount Weighted Mortality Table for males and 120% of the Pub-2010 General Retirees Amount Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Disabled retirees – 160% of the Pub-2010 General Disabled Retirees Amount Weighted Mortality Table for males and 125% of the Pub-2010 General Disabled Retirees Amount Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Discount Rate

The discount rate used to measure the total pension liability was 7.6%. The discount rate used in the previous year was 7.6%.

In order to determine the discount rate to be used, the actuary used an alternative method to determine the sufficiency of the fiduciary net position in all future years. This alternative method reflects the funding requirements under the funding policy and the legal requirements under the TCDRS Act:

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 12. PENSION PLAN (TCDRS) (Continued)

Discount Rate (Continued)

- 1) TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UAAL) shall be amortized as a level percent of pay over 20-year closed layered periods.
- 2) Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
- 3) The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
- 4) Any increased cost due to the adoption of a cost-of-living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position is determined to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses. Therefore, the actuary has used a discount rate of 7.60%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 7.50%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2023 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 12. PENSION PLAN (TCDRS) (Continued)

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	11.50 %	4.75 %
Private Equity	25.00	7.75
Global Equities	2.50	4.75
International Equities-Developed Markets	5.00	4.75
International Equities-Emerging Markets	6.00	4.75
Investment-Grade Bonds	3.00	2.35
Strategic Credit	9.00	3.65
Direct Lending	16.00	7.25
Distressed Debt	4.00	6.90
REIT Equities	2.00	4.10
Master Limited Partnerships (MLPs)	2.00	5.20
Private Real Estate Partnerships	6.00	5.70
Hedge Funds	6.00	3.25
Cash Equivalents	2.00	0.60
	100.00 %	

As of December 31, 2024, the deferred inflows and outflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 39,080	\$ 17,593
Changes of assumptions	9,477	2,186
Net differences between projected and actual earnings	24,266	
Contributions subsequent to the measurement date	205,276	
Total	\$ 278,099	\$ 19,779

\$205,276 was reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2024 (i.e. recognized in the District's financial statements for the year ending December 31, 2025). Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	
2024	\$ 15,614
2025	14,752
2026	21,023
2027	1,655
2028	-0-
Thereafter	-0-

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 12. PENSION PLAN (TCDRS) (Continued)

Changes in Net Pension Liability/(Assets) for the measurement year ended December 31, 2023 are as follows:

	Increase (Decrease)		
	Total Pension	Plan Fiduciary	Net Pension
	Liability	Net Position	Liability/(Asset)
	(a)	(b)	(a)-(b)
Balances of December 31, 2022	\$ 592,331	\$ 653,458	\$ (61,127)
Changes for the year:			
Service Costs	198,390		198,390
Interest on total pension liability	59,618		59,618
Effect of economic/demographic gains or losses	37,739		37,739
Refund of contributions	(12,788)	(12,788)	
Administrative Expense		(538)	538
Member contributions		116,305	(116,305)
Net investment income		74,664	(74,664)
Employer contributions		184,333	(184,333)
Other		14,672	(14,672)
Balances of December 31, 2023	<u>\$ 875,290</u>	<u>\$ 1,030,106</u>	<u>\$ (154,816)</u>

Sensitivity Analysis - The following presents the net pension liability of the District, calculated using the discount rate of 7.60%, as well as what the District net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate.

	1% Decrease 6.6%	Current Discount Rate 7.6%	1% Increase 8.6%
Total pension liability	\$ 1,063,418	\$ 875,290	\$ 727,102
Piduciary net position	<u>1,030,106</u>	<u>1,030,106</u>	<u>1,030,106</u>
Net pension liability/(asset)	<u>\$ 33,312</u>	<u>\$ (154,816)</u>	<u>\$ (303,004)</u>

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2024

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Amended Budget	Actual	Variance Positive (Negative)
REVENUES				
Property Taxes	\$ 10,500,000	\$ 10,500,000	\$ 10,556,658	\$ 56,658
Emergency Services Revenues	1,560,101	1,560,101	2,045,658	485,557
Contract Payments	7,000	7,000	7,000	
Grant Revenues	3,000	3,614		(3,614)
Penalty and Interest			91,121	91,121
Investment Revenues	325,000	365,000	595,939	230,939
Miscellaneous Revenues	9,000	82,113	215,432	133,319
TOTAL REVENUES	<u>\$ 12,404,101</u>	<u>\$ 12,517,828</u>	<u>\$ 13,511,808</u>	<u>\$ 993,980</u>
EXPENDITURES				
Service Operations:				
Accounting and Auditing	\$ 67,000	\$ 67,000	\$ 97,681	\$ (30,681)
Appraisal District Fees	69,507	69,507	79,063	(9,556)
Communications	117,000	117,000	117,312	(312)
Contract Operations	3,380,804	3,404,804	3,379,805	24,999
Direct Operations	1,233,620	1,240,753	1,085,424	155,329
Legal Fees-General	140,000	140,000	104,690	35,310
Legal Fees-Delinquent Tax Collections			40,693	(40,693)
Salaries and Benefits	3,636,069	3,787,488	3,111,079	676,409
Tax Assessor/Collector Fees	20,000	20,000	46,277	(26,277)
Repairs and Maintenance	587,370	624,420	623,153	1,267
Utilities	182,209	186,184	209,818	(23,634)
Other	435,940	441,440	605,570	(164,130)
Capital Outlay	614,809	1,432,242	1,194,478	237,764
Debt Service:				
Capital Lease Principal	75,000	75,000	69,253	5,747
Capital Lease Interest	26,813	26,813	8,115	18,698
Note Principal	828,428	828,428	428,790	399,638
Note Interest	207,730	207,730	226,744	(19,014)
TOTAL EXPENDITURES	<u>\$ 11,622,299</u>	<u>\$ 12,668,809</u>	<u>\$ 11,427,945</u>	<u>\$ 1,240,864</u>
NET CHANGE IN FUND BALANCE	\$781,802	\$ (150,981)	\$ 2,083,863	\$ 2,234,844
FUND BALANCE - JANUARY 1, 2024	<u>11,329,489</u>	<u>11,329,489</u>	<u>11,329,489</u>	
FUND BALANCE - DECEMBER 31, 2024	<u>\$ 12,111,291</u>	<u>\$ 11,178,508</u>	<u>\$ 13,413,352</u>	<u>\$ 2,234,844</u>

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF CHANGES IN TCDRS NET
PENSION LIABILITY AND CONTRIBUTIONS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Year Ended December 31,				
	2019	2020	2021	2022	2023
Total Pension Liability					
Service Cost	\$ 90,242	\$ 126,965	\$ 144,258	\$ 159,520	\$ 198,390
Interest on total pension liability	7,310	18,084	29,992	44,394	59,618
Effect of plan changes		22,113	(5,462)		
Effect of economic/demographic (gains) or losses	72	(11,705)	22,158	(18,864)	37,739
Effect of assumption changes or inputs					
Benefit payments/refunds of contributions		(2,705)		(34,041)	(12,788)
Net change in total pension liability	\$ 97,624	\$ 152,752	\$ 190,946	\$ 151,009	\$ 282,959
Total pension liability, beginning		97,624	250,376	441,322	592,331
Total pension liability, ending (a)	<u>\$ 97,624</u>	<u>\$ 250,376</u>	<u>\$ 441,322</u>	<u>\$ 592,331</u>	<u>\$ 875,290</u>
Fiduciary Net Position					
Employer contributions	\$ 40,572	\$ 88,561	\$ 99,800	\$ 124,900	\$ 184,333
Member contributions	31,208	66,970	78,363	86,451	116,305
Investment income net of investment expenses	(73)	7,969	73,033	(44,157)	74,664
Benefit payments/refunds of contributions		(2,705)	0	(34,041)	(12,788)
Administrative Expense	(56)	(175)	(268)	(383)	(538)
Other	2,468	4,529	5,114	25,378	14,672
Net change in fiduciary net position	\$ 74,119	\$ 165,149	\$ 256,042	\$ 158,148	\$ 376,648
Fiduciary net position, beginning		74,119	239,268	495,310	653,458
Fiduciary net position, ending (b)	<u>\$ 74,119</u>	<u>\$ 239,268</u>	<u>\$ 495,310</u>	<u>\$ 653,458</u>	<u>\$ 1,030,106</u>
Net pension liability/(asset), ending = (a) - (b)	<u>\$ 23,505</u>	<u>\$ 11,108</u>	<u>\$ (53,988)</u>	<u>\$ (61,127)</u>	<u>\$ (154,816)</u>
Fiduciary net position as a percentage of total pension liability	75.92%	95.56%	112.23%	110.32%	117.69%
Pensionable covered payroll	\$ 445,823	\$ 956,711	\$ 1,119,478	\$ 1,235,011	\$ 1,661,504
Net pension liability as a percentage of covered payroll	5.27%	1.16%	-4.82%	-4.95%	-9.32%

* Amended by TCDRS

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF DISTRICT TCDRS CONTRIBUTIONS
DECEMBER 31, 2024

Year Ending December 31	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll ⁽¹⁾	Actual Contribution as a Percentage of Covered Payroll
2019	\$ 39,678	\$ 40,572	\$ (894)	\$ 445,823	9.1%
2020	\$ 85,147	\$ 88,561	\$ (3,414)	\$ 956,711	9.3%
2021	\$ 98,962	\$ 99,800	\$ (838)	\$ 1,119,478	8.9%
2022	\$ 124,860	\$ 124,900	\$ (40)	\$ 1,235,011	10.1%
2023	\$ 162,827	\$ 184,333	\$ (21,506)	\$ 1,661,504	11.1%
2024	\$ 205,276	\$ 205,276	\$ - 0 -	\$ 2,314,271	8.9%

⁽¹⁾ Payroll is calculated based on contributions as reported to TCDRS.

A full 10-year schedule will be displayed as it becomes available.

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2024

NOTE 1. NET PENSION LIABILITY - TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Assumptions

The following methods and assumptions were used to determine contribution rates:

Valuation Date	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry Age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	17.0 years (based on contribution rate calculated in 12/31/23 valuation)
Asset Valuation Method	5-year, smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7%, average over career including inflation
Investment Rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub -2010 General Retirees Table for females both projected with 100% of MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions*	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions reflected in Schedule*	2015-2018: Not applicable, prior to TCDRS participation. 2019-2023: No changes in plan provisions were reflected in the Schedule.

*Only changes that affect the benefit amount and that are effective 2015 and later are shown in Notes to Schedule

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF CHANGES IN PROPORTIONATE SHARE OF NET
PENSION LIABILITY AND CONTRIBUTIONS TO TESRS
FOR THE YEAR ENDED DECEMBER 31, 2024

Nonemployer Contributing Entity's Proportionate Share of Collective Net Pension Liability					
Date of Actuarial Valuation	8/31/2024	8/31/2023	8/31/2022	8/31/2021	8/31/2020
Participating Departments:					
Brazoria ESD 3	0.065%	0.074%	0.074%	0.075%	
Liverpool VFD	**	**	**	**	0.039%
Manvel VFD	**	**	**	**	0.051%
	<u>0.065%</u>	<u>0.074%</u>	<u>0.074%</u>	<u>0.075%</u>	<u>0.090%</u>
TESRS Net Pension Liability	\$ 107,374,812	\$ 43,287,107	\$ 41,030,076	\$ 10,714,152	\$ 25,210,882
proportionate share	\$ 69,794	\$ 32,032	\$ 30,362	\$ 8,036	\$ 22,690

Nonemployer Contributing Entity's Contributions to TESRS					
Contributions	\$ 3,350	\$ 3,600	\$ 3,600	\$ 3,600	\$ 4,200

Nonemployer Contributing Entity's Proportionate Share of Collective Net Pension Liability				
Date of Actuarial Valuation	8/31/2019	8/31/2018	8/31/2017	8/31/2016
Participating Departments:				
Brazoria ESD 3		*		
Liverpool VFD	0.130%	*	0.130%	0.067%
Manvel VFD	<u>0.099%</u>	<u>*</u>	<u>0.099%</u>	<u>0.215%</u>
	<u>0.229%</u>	<u>0.595%</u>	<u>0.229%</u>	<u>0.282%</u>
TESRS Net Pension Liability	\$ 28,345,563	\$ 21,650,451	\$ 24,001,678	\$ 29,128,103
proportionate share	\$ 64,911	\$ 128,820	\$ 54,964	\$ 82,141

Nonemployer Contributing Entity's Contributions to TESRS				
Contributions	\$ 10,277	\$ 28,473	\$ 11,100	\$ 5,350

*Not available

** In 2021, TESRS began reporting all under Brazoria ESD 3.

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
OTHER SUPPLEMENTARY INFORMATION
DECEMBER 31, 2024

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF INSURANCE AND BONDING COVERAGE
DECEMBER 31, 2024

Type of Coverage	From To	Amount of Coverage	Insurer/Name
PUBLIC OFFICIAL BONDS Blanket Employee Dishonesty Bond Computer and Funds Transfer Fraud Fraudulent Impersonation Identity Fraud Expense	01/01/24 01/01/25	\$ 100,000 \$ 100,000 \$ 100,000 \$ 100,000 \$ 100,000	National Union Insurance Fire Company
GENERAL LIABILITY General Aggregate Per Occurrence	01/01/24 01/01/25	\$ 10,000,000 1,000,000	National Union Insurance Fire Company
MANAGEMENT LIABILITY Each Offense or Wrongful Act Annual Aggregate	01/01/24 01/01/25	\$ 1,000,000 10,000,000	National Union Insurance Fire Company
EXCESS LIABILITY General Aggregate Per Occurrence	01/01/24 01/01/25	\$ 4,000,000 2,000,000	National Union Insurance Fire Company
AUTOMOBILE LIABILITY Combined Single Limit	01/01/24 01/01/25	\$ 1,000,000	National Union Insurance Fire Company
PROPERTY-various addresses Buildings Contents Generators Carport Towers/antennae	01/01/24 01/01/25	\$ 12,110,408 895,401 229,649 3,948 54,444	National Union Insurance Fire Company
WORKERS COMPENSATION Bodily Injury by Accident Bodily Injury by Disease Disease Policy Limit	01/01/24 01/01/25	\$ 1,000,000 1,000,000 1,000,000	Texas Mutual Insurance Company
ACCIDENT & SICKNESS POLICY AD&D Medical in excess of workers comp. Disability- first 4 weeks Disability - after 4 weeks	01/01/24 01/01/25	\$ 100,000 100,000 300 600	National Union Insurance Fire Company

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2024

	<u>Total Taxes</u>	
TAXES RECEIVABLE -January 1, 2024	\$ 5,354,298	
Adjustments to Beginning Balance	<u>32,848</u>	\$ 5,387,146
Original 2024 Tax Levy	\$ 11,096,671	
Adjustment to 2024 Tax Levy	<u>568,912</u>	<u>11,665,583</u>
TOTAL TO BE ACCOUNTED FOR		\$ 17,052,729
TAX COLLECTIONS:		
Prior Years	\$ 5,075,053	
Current Tax Year	<u>6,060,685</u>	<u>11,135,738</u>
TAXES RECEIVABLE - DECEMBER 31, 2024		<u>\$ 5,916,991</u>
TAXES RECEIVABLE BY YEAR:		
2024		\$ 5,604,898
2023		117,982
2022		55,744
2021		30,078
2020		20,554
2019		15,886
2018		12,235
2017		10,848
2016		8,022
2015		7,155
2014		5,992
2013		4,315
2012		6,787
2011		4,078
2010		2,177
2009		2,084
2008		2,031
2007		1,792
2006		1,411
2005		1,299
2004		<u>1,623</u>
TOTAL		<u>\$ 5,916,991</u>

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
PROPERTY VALUATIONS	<u>\$ 15,057,088,353</u>	<u>\$ 13,645,354,144</u>	<u>\$ 9,442,961,312</u>	<u>\$ 7,746,614,191</u>
TAX RATE PER \$100 VALUATION	<u>\$ 0.077459</u>	<u>\$ 0.077385</u>	<u>\$ 0.097745</u>	<u>\$ 0.10</u>
ADJUSTED TAX LEVY *	<u>\$ 11,665,583</u>	<u>\$ 10,567,985</u>	<u>\$ 9,232,869</u>	<u>\$ 7,747,149</u>
PERCENTAGE OF TAXES COLLECTED TO TAXES LEVIED	<u>51.95 %</u>	<u>98.88 %</u>	<u>99.40 %</u>	<u>99.61 %</u>

* Based on the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – FIVE YEARS

	Amount		
	2024	2023	2022
REVENUES			
Property Taxes	\$ 10,556,658	\$ 9,187,368	\$ 7,743,236
Emergency Services Revenues	2,045,658	1,459,761	1,474,341
Contract Payments	7,000	7,000	7,000
East Texas Gulf Coast Administration Fees		19,586	20,000
Grant Revenue		89,655	122,132
Settlement Revenue			
Penalty and Interest	91,121	95,625	70,567
Investment Revenues	595,939	488,806	162,961
Miscellaneous Revenues	215,432	85,164	59,803
TOTAL REVENUES	\$ 13,511,808	\$ 11,432,965	\$ 9,660,040
EXPENDITURES			
District Services:			
Accounting and Auditing	\$ 97,681	\$ 71,095	\$ 61,283
Appraisal District Fees	79,063	66,738	56,352
Communications	117,312	44,245	56,790
Consulting Fees			
Contract Operations	3,379,805	3,002,558	2,715,061
Direct Operations	1,085,424	926,193	818,686
Legal Fees-General	104,690	148,698	66,507
Legal Fees-Delinquent Tax Collections	40,693	38,986	29,870
Office Supplies and Expense			
Salaries and Benefits	3,111,079	2,242,022	1,740,484
Tax Assessor/Collector Fees	46,277	14,123	16,762
Repairs and Maintenance	623,153	629,035	426,424
Other	815,388	515,286	385,027
Capital Outlay	1,194,478	4,102,330	5,854,732
Capital Lease Principal	69,253	66,334	349,937
Capital Lease Interest	8,115	11,035	14,473
Note Principal	428,790	356,794	212,995
Note Interest	226,744	212,935	128,939
TOTAL EXPENDITURES	\$ 11,427,945	\$ 12,448,407	\$ 12,934,322
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 2,083,863	\$ (1,015,442)	\$ (3,274,282)
OTHER FINANCING SOURCES (USES)			
Note Proceeds	\$ - 0 -	\$ 523,193	\$ 7,200,000
NET CHANGE IN FUND BALANCE	\$ 2,083,863	\$ (492,249)	\$ 3,925,718
BEGINNING FUND BALANCE	11,329,489	11,821,738	7,896,020
ENDING FUND BALANCE	\$ 13,413,352	\$ 11,329,489	\$ 11,821,738

See accompanying independent auditor's report.

		Percentage of Total Revenues					
2021	2020	2024	2023	2022	2021	2020	
\$ 6,992,412	\$ 6,155,460	78.1 %	80.3 %	80.1 %	80.0 %	77.9 %	
1,276,472	654,232	15.1	12.8	15.3	14.6	8.3	
93,847	625,000	0.1	0.1	0.1	1.1	7.9	
22,000	25,333		0.2	0.2	0.3	0.3	
206,429	200,000		0.8	1.3	2.4	2.5	
	90,410					1.1	
66,122	68,908	0.7	0.8	0.7	0.8	0.9	
8,781	40,888	4.4	4.3	1.7	0.1	0.5	
61,796	28,431	1.6	0.7	0.6	0.7	0.6	
<u>\$ 8,727,859</u>	<u>\$ 7,888,662</u>	<u>100.0 %</u>	<u>100.0 %</u>	<u>100.0 %</u>	<u>100.0 %</u>	<u>100.0 %</u>	
\$ 61,305	\$ 50,580	0.7	0.6	0.6	0.7	0.6	
48,263	42,510	0.6	0.6	0.6	0.6	0.5	
57,122	62,714	0.9	0.4	0.6	0.7	0.8	
221,991	6,463				2.5	0.1	
2,468,002	2,392,546	25.0	26.3	28.1	28.3	30.3	
723,609	531,328	8.0	8.1	8.5	8.3	6.7	
41,430	95,674	0.8	1.3	0.7	0.5	1.2	
29,072	27,709	0.3	0.3	0.3	0.3	0.4	
	1,524						
1,501,015	1,377,867	23.0	19.6	18.0	17.2	17.5	
13,418	17,219	0.3	0.1	0.2	0.2	0.2	
333,513	394,100	4.6	5.5	4.4	3.8	5.0	
370,658	311,878	6.0	4.5	4.0	4.2	4.0	
1,103,361	1,264,366	8.8	35.9	60.6	12.6	16.0	
342,247	334,757	0.5	0.6	3.6	3.9	4.2	
22,277	29,653	0.1	0.1	0.1	0.3	0.4	
74,615	74,615	3.2	3.1	2.2	0.9	0.9	
39,465	43,717	1.7	1.9	1.3	0.5	0.6	
<u>\$ 7,451,363</u>	<u>\$ 7,059,220</u>	<u>84.5 %</u>	<u>108.9 %</u>	<u>133.8 %</u>	<u>85.5 %</u>	<u>89.4 %</u>	
<u>\$ 1,276,496</u>	<u>\$ 829,442</u>	<u>15.5 %</u>	<u>(8.9) %</u>	<u>(33.8) %</u>	<u>14.5 %</u>	<u>10.6 %</u>	
<u>\$ - 0 -</u>	<u>\$ - 0 -</u>						
\$ 1,276,496	\$ 829,442						
6,619,524	5,790,082						
<u>\$ 7,896,020</u>	<u>\$ 6,619,524</u>						

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2024

District Mailing Address - Brazoria County Emergency Services District No. 3
6931 Masters Road
PO Box 1253
Manvel, TX 77578

District Telephone Number - (281) 519-8779

Commissioners	Term of Office Appointed Expires	Fees of Office for the year ended December 31, 2024	Expense Reimbursements for the year ended December 31, 2024	Title
Darrell Valusek	01/01/23 12/31/24	\$ 3,450	\$ -0-	President
Frank Hagdorn	01/01/23 12/31/24	\$ 6,903	\$ -0-	Vice President
Matt Glaves	01/01/23 12/31/24	\$ 6,303	\$ -0-	Secretary/ Treasurer
George Bullington	01/01/24 12/31/25	\$ 750	\$ -0-	Assistant Secretary
Tanda Fiocchi-Azbill	09/01/24 12/31/25	\$ 750	\$ -0-	Assistant Treasurer

The limit on fees of office that a Commissioner may receive during a year is as set by the Health and Safety Code-Chapter 775. Effective September 1, 2017, a Commissioner is entitled to receive compensation in the same manner and amount as are provided by Section 49.060 of the Texas Water Code, currently \$7,200 per fiscal year. The above fees of office and expense reimbursements are the amounts paid to a Commissioner during the District's current fiscal year.

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2024

Consultants:	Date Hired	Fees for the year ended December 31, 2024*	Title
Coveler & Peeler, P.C.	**	\$ 61,041	Attorney
Locke Lord, LLP	**	\$ 32,325	Litigation
McCall Gibson Swedlund Barfoot Ellis PLLC	04/13/09	\$ 22,000	Auditor
Randall F. Parr, CPA	08/12/24	\$ 17,500	Bookkeeper
JAG Argueta	04/21/20	\$ 57,080	Former Bookkeeper
Perdue, Brandon, Fiedler, Collins & Mott, L.L.P.	04/11/00	\$ 40,693	Delinquent Tax Attorney
Brazoria County Tax Assessor/Collector	Legislative Action	\$ 46,277	Tax Assessor/ Collector

* Accrual basis

** Not available

See accompanying independent auditor's report.



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.12. **6/10/2025**

FY 2025: Line Item Transfer

Constable - Precinct 3	520000 (Operating)	10000	32300	\$23,000
	590000 (Capital)	10000	32300	(\$23,000)

Transfer needed for expenditures not qualifying for capitalization.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13.

6/10/2025

Brazoria County Community Development Block Grant-Disaster Recovery (CDBG-MIT)

Approve the resolution adopting required CDBG-MIT AFFH Policy for funds provided through GLO for Community Development Block Grant - Mitigation Program (CDBG-MIT) Application. County Judge is authorized to sign the certification.

Court Order pulled after the fact and voted on separately to include additional verbiage.

Affirmatively Furthering Fair Housing (AFFH) Certification

In accordance with Fair Housing Act, Brazoria County hereby certifies and adopts the following policy with respect to Affirmatively Furthering Fair Housing:

1. Brazoria County certifies that it has and will continue to take meaningful action to Affirmatively Further Fair Housing with respect to housing choice, and access to opportunity for protected classes, vulnerable populations and in areas with significant disparities in housing needs.
2. Brazoria County will foster and maintain compliance with civil rights and fair housing laws.
3. Brazoria County will consider AFFH in all participant activities and programs relating to housing and urban development funding.
4. Brazoria County will take appropriate action to overcome effects of any impediments identified through any analysis and maintain records reflecting that analysis and actions taken.

As a duly authorized officer of Brazoria County, the undersigned certifies the adoption of this policy and compliance with the requirements contained herein.

Signature

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

Date

This Certification is scheduled for adoption at the June 10, 2025 Commissioners Court.

Affirmatively Furthering Fair Housing (AFFH) Certification

In accordance with Fair Housing Act, Brazoria County hereby certifies and adopts the following policy with respect to Affirmatively Furthering Fair Housing:

1. Brazoria County certifies that it has and will continue to take meaningful action to Affirmatively Further Fair Housing with respect to housing choice, and access to opportunity for protected classes, vulnerable populations and in areas with significant disparities in housing needs.
2. Brazoria County will foster and maintain compliance with civil rights and fair housing laws.
3. Brazoria County will consider AFFH in all participant activities and programs relating to housing and urban development funding.
4. Brazoria County will take appropriate action to overcome effects of any impediments identified through any analysis and maintain records reflecting that analysis and actions taken.

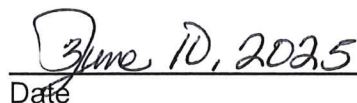
As a duly authorized officer of Brazoria County, the undersigned certifies the adoption of this policy and compliance with the requirements contained herein.



Signature

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

Name, Title



Date



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14.

6/10/2025

Temporary Use of CR 428 for the City of Angleton "2025 Freedom Fireworks Celebration" (Precinct 1)

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 City of Angleton is sponsoring a civic event "2025 Freedom Fireworks Celebration" on Saturday, June 28, 2025; the City of Angleton has requested that the County close CR 428 from 7:00 p.m. until 10:00 p.m. (Precinct 1); and

Whereas, the Court hereby appoints the Engineer's Office to determine an alternate route and provide such alternate route to the City of Angleton.

It is therefore resolved, that CR 428 will be closed for civic event on Saturday, June 28, 2025 from 7:00 p.m. until 10:00 p.m.

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

Further, that City of Angleton will be responsible for placing all road blocks and maintaining the protection of the patrons on the blocked road; and

Further, that the City of Angleton will be responsible for ensuring that CR 428 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.

BRAZORIA COUNTY PERMIT APPLICATION

CIVIC EVENT IN COUNTY RIGHT OF WAY

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



Attn: Permit Coordinator
Engineer-Permits@brazoriacountytx.gov
979-864-1265 Ph. Or 979-864-1270 Fax

THIS BOX IS FOR OFFICE USE ONLY

COURT ORDER REQUIRED:

☒ YES

☐ NO

☒ **LANE / ROAD CLOSURE:** Kiber & CR 428 (South SC/PCT. 1)

☐ **NON-CLOSURE**

DAY / DATE OF EVENT: Saturday, June 28, 2025

NAME OF EVENT: Freedom Fireworks

LOCATION OF EVENT: 901 S. Downing

Brazoria County Fairgrounds parking lot (field near arena for fireworks)
(parking lot for viewers)

APPLICANT: City of Angleton / Martha Eighme

EMAIL: meighme@angleton.tx.us

PHONE: 979-849-4364 x2111 (979-864-0275 cell)

SPONSOR: Celestial Displays / Michael Hudanish

EMAIL: michael@celestialdisplays.com

PHONE: 530-919-9726

Applicant must be onsite during event, at all times.

Anticipated Number of Participants: unknown

Anticipated Number in Attendance: hundreds/unknown

Anticipated Volunteer / EMS: 1 EMS truck

Anticipated Enforcement Officers: 7-10 officers

All documentation required below shall be submitted a minimum of 45 business days prior to the event. Incomplete applications will not be accepted. *COI ONLY if applicable.

CHECKLIST:

- ☐ AERIAL MAP OF LOCATION
- ☐ ROUTE(S) MAP
- ☐ TRAFFIC FLOW / CONTROL DETAIL
- ☐ TRAFFIC CONTROL PLAN
- ☐ *CERTIFICATE OF INSURANCE
- ☐ OTHER _____
- ☐ OTHER _____

EVENT CATEGORY: *COI May be required

- ☐ FAIR
- ☐ FESTIVAL - SCHOOL / CHURCH
- ☐ FESTIVAL - COMMUNITY / HOA
- ☐ FUNDRAISER
- ☒ **HOLIDAY EVENT**
- ☐ PARADE*
- ☐ TRIATHLON*
- ☐ WALK-A-THON/ BIKE-A-THON
- ☐ OTHER _____
- ☐ OTHER _____

*Use this table to best determine start/finish and distance for each route/course or event.

EVENT	R1	R2	R3	R4	R5	R6
TIMES						
START:	7:00 pm					
FINISH:	10:00 pm					
	____K	____K	____K	____K	____K	____K

I hereby certify that I am the applicant filing this application on behalf of the event or organization for which this application represents, and the statements and documentation presented by me as the application packet, are true and complete to the best of my knowledge, and that I am authorized to execute this form on behalf of the event or organization for which this application represents. It is understood and agreed to that the rights and privileges herein applied for with this application, are to be granted only to the extent of the County's right, title and interest in the right of way to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazoria County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Martha Eighme
APPLICANT SIGNATURE

5/22/2025
DATE

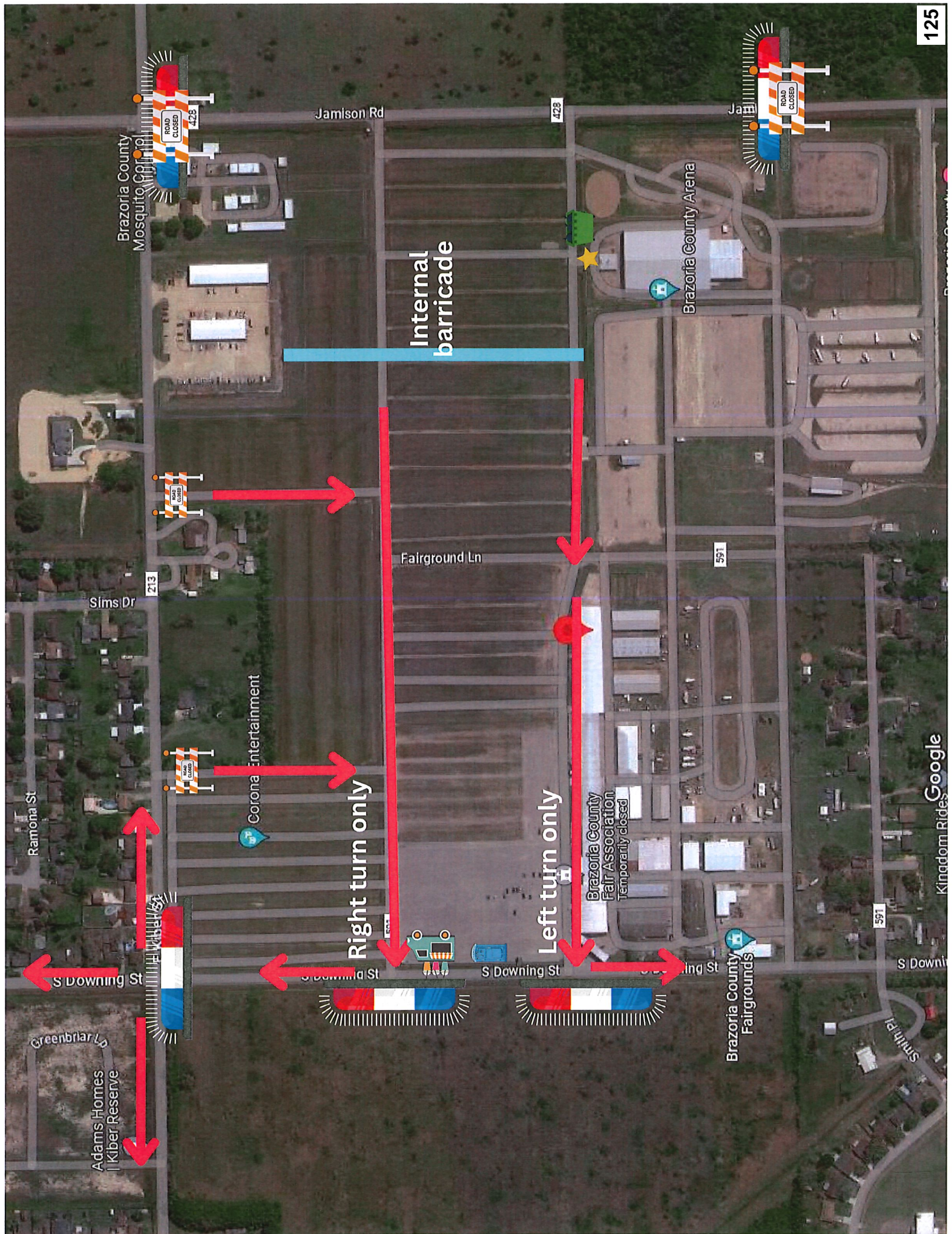
Valerie Gonzalez 5/27/25
PERMIT COORDINATOR DATE

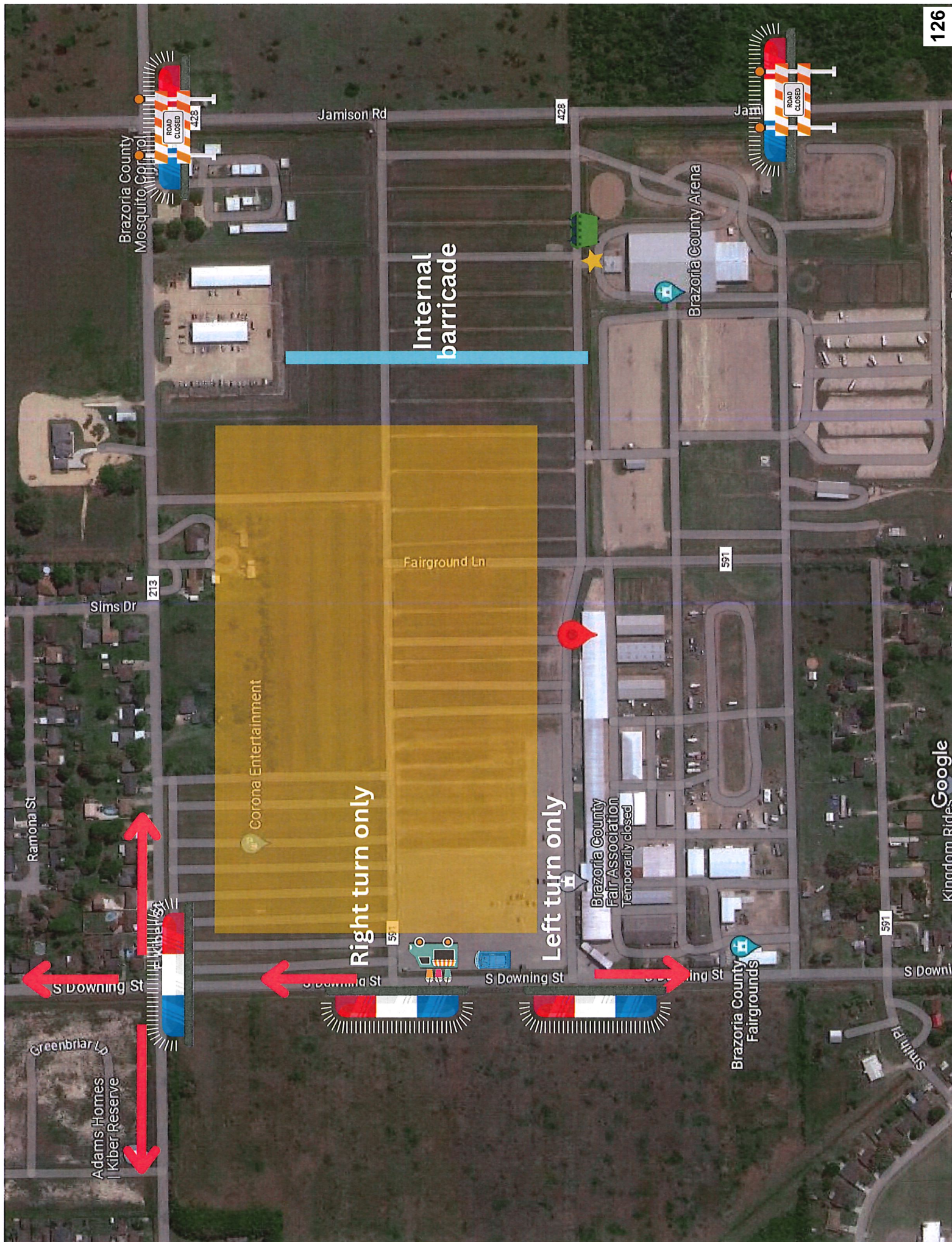
COMMISSIONER'S COURT DATE: 6/10/25

ORDER NO. _____



Figure 1: Site Plan Diagram





Fairground Ln

Fairground Ln

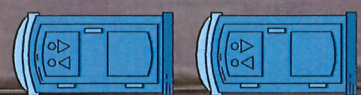
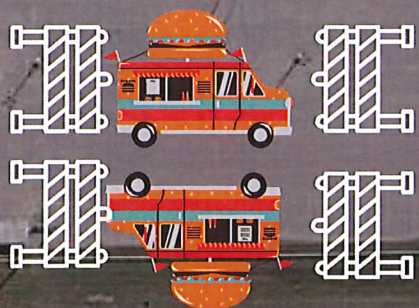
Fairground Ln

S Dow

S Downing St

S Downing St

S D St





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15.

6/10/2025

Cell Phone Stipend

Per the Brazoria County cell phone policy, please approve a cell phone stipend for the Road & Bridge Department, Central Service Center, Position #874, in the amount of \$40.00 per month.

Further, that a certified copy of this court order be furnished to the Engineering Department.



COUNTY EMPLOYEE CELL PHONE STIPEND APPLICATION

Date: 5/28/25 Department: 72000

ID # 13737

Position # and Title: 874 Foreman

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

Justification: Voice calls to vendors for material delivery coordination.
Calls to complainants for service request communications.
Data for email communication.

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

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

[Signature]
 Employee's Signature

Approved: ☒ Yes ☐ No

Department Head's Signature/ Commissioners' Court Liaison

Signed by:

Yes ☐ No ☐

Kaysie Stewart

Auditor's Office Signature

Signed by:

X Yes ☒ No ☐

Holly Fox

Human Resources Office Signature

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16.

6/10/2025

Cell Phone Stipend

Per the Brazoria County cell phone policy, please approve a cell phone stipend for the Road & Bridge Department, South Service Center, Position #840, in the amount of \$70.00 per month.

Further, that a certified copy of this court order be furnished to the Engineering Department.



COUNTY EMPLOYEE CELL PHONE STIPEND APPLICATION

Date: 5-28-25 Department: South Service Ctr

ID # 10888

Position # and Title: 840

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

Justification: New Superintendent for South Service Ctr.
Will be turning in current cell phone (County issued)
and requests cell phone stipend for personal
cell phone use.

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

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

Employee's Signature _____

Approved: ☒ Yes ☐ No

☒ Yes ☐ No

Department Head's Signature/ Commissioners' Court Liasion

Kaysi Smart

Auditor's Office Signature

Signed by:

X Yes ☐ No

Holly Fox
 Human Resources Office Signature

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17.

6/10/2025

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 CLUTE

Culvert Set - 810 Highland Park

CITY OF LIVERPOOL

Culvert Set - 8626 Calhoun (CR 171)

Patch Potholes - Calhoun from Chocolate Bayou Bridge to CR 192

CITY OF RICHWOOD

Culvert Set - 33202 Amberjack

CITY OF SURFSIDE

Culvert Set - Thunder Road Lot 9

Culvert Set - Texas Street Lot 10

Culvert Set - Thunder Road Lot 11

Culvert Set - Texas Street Lot 12

Culvert Set - Texas Street Lot 14

DRAINAGE DISTRICT NO. 8

Clean Ditch - 6th Street from Avenue A to Avenue C

From: Rosie Poitevint <rosie@clutetexas.gov>
Sent: Wednesday, May 21, 2025 4:15 PM
To: Tricia Simmons
Subject: [EXTERNAL] FW: Culvert Set Request

City Clerk, City of Clute
Office: 979-265-2541 Ext. 1105
Fax: 979-265-4551
Email: rosie@clutetexas.gov

Public Works Director
City of Clute
O: (979) 265-7939
F: (979) 265-3683

COMMENTS

I received a call this morning from Velasco DD regarding a culvert set at 810 Highland Park for Tony Lopez. It appears that this is inside Clute city limits and would require a request from the city for the County to set. If you are aware of this residents request, could you please forward me an email request for the set and I'll add it to our next agenda.

Thank you,

Tricia L. Simmons
Administrative Assistant
Interlocal Coordinator
 Brazoria County Engineering
 451 N Velasco Suite 230
 Angleton TX 77515
 979.864.1265

"Of all the waste we generate, plastic bags are perhaps the greatest symbol of our throwaway society. They are used, then forgotten, and they leave a terrible legacy".

– Zac Goldsmith, the British Minister of State for Pacific and the Environment

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

Tricia Simmons

From: Catherine Long <clong@cityofliverpooltexas.com>
Sent: Wednesday, May 28, 2025 2:45 PM
To: ENGINEER INTERLOCALS
Cc: Lowell Matheny
Subject: [EXTERNAL] Work order - culvert at 8626 Calhoun

Good afternoon, Mayor Matheny would like to turn in the following work order

Location: 8626 Calhoun Street (CR 171)
 Name/Phone number: Juan R. Mendoza 630-337-7247
 No of culverts: 1 concrete
 Dia. Of culvert: 24"

Resident also has the rubber rings for the culvert.

If there is any other information that you may need, please feel free to contact me.

Thank you and have a great day. 😊

Catherine Long, TRMC, CCCII
 City Secretary
 Court Administrator
 City of Liverpool
 Municipal Court
 Phone: 281-581-2342
 Fax: 281-605-1817
www.cityofliverpooltexas.com

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender. This information, and any communication between any person and a city official, may be subject to the Public Information Act and subject to inspection by the public.

--CONFIDENTIALITY NOTICE--

Information in this communication is confidential and is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that you are not authorized to read, review, distribute, or duplicate the information contained herein, and that any disclosure, distribution, or duplication is strictly prohibited. If you have received this information in error, please

This message has been prepared or disseminated using resources of the County's policies on the use of County provided technology. E-mail sent through the County system by any County employee or official may be considered confidential under the laws of the State of Texas.

AGREED _____

 Brazoria County Engineer
 Date Approved 6-10-25 Date Completed _____
 VO# _____
 COMMENTS _____

Tricia Simmons

From: Catherine Long <clong@cityofliverpooltexas.com>
Sent: Wednesday, May 28, 2025 1:46 PM
To: ENGINEER INTERLOCALS
Cc: Lowell Matheny
Subject: [EXTERNAL] Work order for pot holes on Calhoun Street (CR 171)

Good afternoon,

Mayor Matheny would like to turn in the following workorder, fill potholes on Calhoun Street (CR 171) from Chocolate Bayou Bridge to CR 192.

If there is anything else that you may need, please feel free to contact me.

Thank you and have a great day. 😊

Catherine Long, TRMC, CCCII
 City Secretary
 Court Administrator
 City of Liverpool
 Municipal Court
 Phone: 281-581-2342
 Fax: 281-605-1817
www.cityofliverpooltexas.com

ATTENTION PUBLIC OFFICIALS!

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AGREED _____

 Brazoria County Engineer
 Date Approved 6-10-25 Date Completed _____
 WO# _____
 COMMENTS _____

IB25-RI
(RICHWOOD)
City ID Code 733

Tricia Simmons

From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Friday, May 23, 2025 2:30 PM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] Culvert Relocation

Good Afternoon,

We have a request for culvert relocation

Ismael Gutierrez
 713-997-0795
 33202 Amberjack
 2 - 24" x 20'
 To be relocated to orange staked location.



THANK YOU,

Kaytee Ellis

UTILITIES & PERMITTING

📞 979-265-2082

✉ lellis@richwoodtx.gov

🌐 www.RichwoodTX.gov

🏠 1800 N Brazosport Blvd.
Richwood, TX 77531

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

AGREED _____

 Brazoria County Engineer
 Date Approved 6-10-25 Date Completed _____
 WO# _____
 COMMENTS _____



CULVERT REQUEST FORM

Date: 05.20.25

Property Owner Name: Shipmans' Texas A-1 Builders, Inc.

Address where culverts are to be set: Block 551 Lots 9-10-11-12-14

Contact Number: 713-598-1666

Email Address: TXa1diane@aol.com

16' total culvert at each lot

Number of 4' culverts requested: 5 driveway - 4 sections of culvert

Fill material ordered and prepaid for at: _____

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

4 Culverts at each lot, 5 total lots

OFFICE USE ONLY:

Date given to FPM: 5-21-25

Size required: 15" Clean out port needed? No

Date culverts set on property: Not at time of inspection

Is the area marked? Not at time of inspection

Date request sent to county: _____

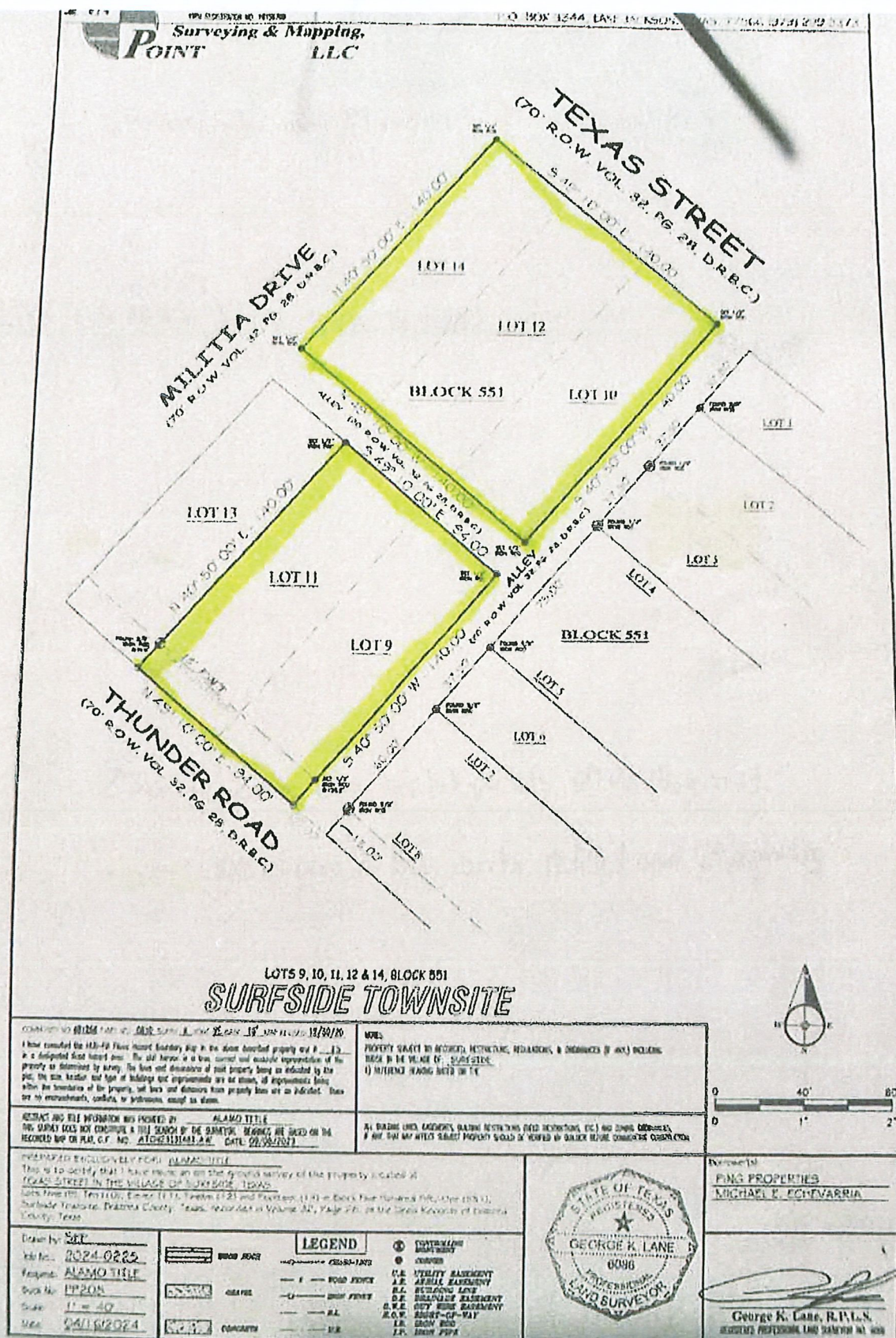
AGREED _____

Brazoria County Engineer

Date Approved 6-10-25 Date Completed _____

WO# _____

COMMENTS



Tricia Simmons

From: Corbynn Filipp <corbynn.filipp@gmail.com>
Sent: Thursday, May 22, 2025 4:25 PM
To: Tricia Simmons
Subject: [EXTERNAL] Interlocal Service Request

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Tricia!
 Hopefully this makes it way to you!

Interlocal Service Request for Brazoria County Drainage District #8 to clean ditch.
 Location: Ditch 35 located on 6th St in Danbury from Ave A to Ave C.

Corbynn Filipp
 BCDD #8 Secretary
 979-215-0726

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

GREED _____

 Brazoria County Engineer
 Date Approved 6-10-25 Date Completed _____
 VO# _____
 COMMENTS _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18.

6/10/2025

DSHS Contract No. HHS001308700001 (Amendment No. 3)

The Court approves the Department of State Health Services (DSHS) Contract No. HHS001308700001 (Amendment No. 3) in support of the Public Health Infrastructure Grant. This amendment revises the budget and updates the Indirect Cost Rate.

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

**DSHS CONTRACT No. HHS001308700001
AMENDMENT No. 3**

The **DEPARTMENT OF STATE HEALTH SERVICES** and **BRAZORIA COUNTY HEALTH DEPARTMENT** ("Grantee"), who are collectively referred to herein as the "Parties," to that certain Center for Health Emergency Preparedness and Response Grant Contract effective March 29, 2023 and denominated DSHS Contract No. HHS001308700001 "Contract", as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Budget and update the Indirect Cost Rate.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **ATTACHMENT B** of the Contract, **BUDGET** is deleted in its entirety and replaced with **ATTACHMENT B-1 REVISED BUDGET**, which is attached to this Amendment and incorporated into the Contract for all purposes.
2. **ATTACHMENT I, INDIRECT COST RATE**, is supplemented with **ATTACHMENT I-2, INDIRECT COST RATE**, which is attached to this Amendment and incorporated into the Contract for all purposes.
3. This Amendment No. 3 shall be effective as of the date last signed below.
4. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS001308700001**

DEPARTMENT OF STATE HEALTH SERVICES BRAZORIA COUNTY HEALTH DEPARTMENT

Signature: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT B-1 - REVISED BUDGET

ATTACHMENT I-2 – INDIRECT COST RATE

ATTACHMENT B-1 REVISED BUDGET

Budget Categories	Funding Year 1 (03/29/2023 – 11/30/2023)	Funding Year 2 (12/1/2023 – 11/30/2024)	Funding Year 3 (12/1/2024 – 11/30/2025)	Funding Year 4 (12/1/2025 – 11/30/2026)	Funding Year 5 (12/1/2026 – 11/30/2027)	Summary
Personnel	\$0.00	\$24,803.00	\$165,085.00	\$72,000.00	\$81,000.00	\$342,888.00
Fringe Benefits	\$0.00	\$10,965.00	\$66,034.00	\$28,800.00	\$32,400.00	\$138,199.00
Travel	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$251.00	\$0.00	\$0.00	\$251.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$469.00	\$2,611.00	\$2,020.00	\$994.00	\$994.00	\$7,088.00
Total Direct Costs	\$469.00	\$38,430.00	\$233,390.00	\$101,794.00	\$114,394.00	\$488,477.00
Indirect Costs	\$0.00	\$6,648.00	\$39,093.00	\$17,051.00	\$19,161.00	\$81,953.00
Total Sum of Direct and Indirect Costs	\$469.00	\$45,078.00	\$272,483.00	\$118,845.00	\$133,555.00	\$570,430.00

**DATE:** February 17, 2025**Texas Identification Number (TIN):** 17460000445**CONTACT NAME:** Kaysie Stewart**GRANTEE:** Brazoria County**ADDRESS:** 111 E Locust, TX 77515

The indirect cost rate(s) contained herein are for use on grants with Federal, State, or both governments to which 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the State of Texas Uniform Grant Management Standards apply, subject to the limitations contained in the sections below.

SECTION 1: HHS SYSTEMS ISSUED RATE(S)

HHS System Issued Rate

Rate Type	RATE PERIOD		Rate	Rate Base	Applicable To	Next Proposal Due
	Start Date	End Date				
Fixed with Carry-forward	Oct 1, 2024	Sep 30, 2025	16.75%**	Salaries & Fringe	All departments	Aug 31, 2025

**If the indirect cost rate for the next fiscal year is not approved prior to the start of the next fiscal year use this rate as a billing rate until a new rate is established. This exception shall not exceed one year from the End Date shown above. ICR Proposals must be submitted within the above timelines to continue recovering indirect costs. Extensions to these dates must be approved by the Indirect Cost Rate Group for extenuating circumstances that may occur.

Rate Base Details

Salaries and Fringe means total direct salaries and fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and fringe should be summed and multiplied by the rate.

SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST

Accounting Methods

Fringe Benefit Rate:	N/A
Fringe Benefits:	Vacation, Holidays, Sick Leave, TCDRS Retirement, AUL - Alternate Retirement, Health Insurance, Medicare, Workers Compensation, 401 - H Retiree, Life Insurance, Unemployment Taxes
Paid Absences:	Paid absence such as Vacation, Holidays, Sick Leave, and other leave are part of the salaries. Separate claims are not filed for these costs.

SECTION 3: Deadlines for Proposal Submissions

Your FY 2026 Fixed with Carry-forward ICR proposal with the FY 2024 carry-forward adjustment must be submitted via the [ICRG Landing Page](#) no later than August 31, 2025.

Please provide your FY 2024 audit report* along with the ICR Proposal Packet. Select the "Submit ICR Proposal" option to upload all required documents. The proposal packet must be submitted on the HHS Indirect Cost Rate Group approved ICR Proposal Packet templates. Select "Technical Assistance" to request copies of the approved templates.

*Your audit should include a Schedule of Indirect Costs. The Schedule of Indirect Costs must show the incurred expenses versus the recovered expenses for the carry-forward calculation. Please see the enclosed example.

SECTION 4: KEY GUIDELINES AND CONDITIONS

A. LIMITATIONS: Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles, (See 2 CFR 200, Subpart E); (2) Unallowable costs have been adjusted appropriately when allocating costs identified in the proposal; (3) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (4) that similar types of costs have been accorded consistent treatment; and (5) that the information provided by the grantee which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate; (6) that a restricted rate or limit to the indirect cost rate or amount is not required under the enabling statute or by the cognizant federal agency; (7) indirect costs may only be recovered to the extent direct costs were incurred; and (8) the rates cited in this Agreement may be subject to audit. Indirect cost elements and the type of distribution base used in computing the rates are subject to revision when a final rate is negotiated to settle the provisional rate or if unusual circumstances affect the negotiated predetermined rate. In such situations, the rate(s) may be subject to renegotiation at the discretion of the cognizant agency.

B. CHANGES IMPACTING THE INDIRECT COST RATE PROPOSAL: This agreement is based on the organizational structure and the accounting methodology purported by the grantee to be in effect during the Agreement period. Changes which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the cognizant organization. Failure to obtain approval may result in subsequent cost disallowance. To notify us of organizational changes which impact the indirect cost rate, please submit a Technical Assistance request at the Landing Page referenced in Section 3 of this agreement.

- C. NOTIFICATION TO FEDERAL AND STATE AGENCIES:** A copy of this document may be provided by the grantee to other Federal or State funding sources as a means of notifying them of the Agreement contained herein.
- D. APPLICATION OF INDIRECT COST RATE TO EXISTING GRANTS:** Indirect costs charged to a grant by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein.
- E. GOVERNMENT COMMISSIONS** (REGIONAL PLANNING COMMISSIONS, COUNCILS OF GOVERNMENT, ETC): Title 12 of Texas Local Government Code §391.0115(e) limits your organization’s indirect costs to 15% or less of your organization's total expenditures.

SECTION 5: RATE TYPE DEFINITIONS

- A. Fixed Carry-forward and Adjustments:** A fixed carry-forward rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

SECTION 6. ACCEPTANCE OF AGREEMENT

GRANTEE	COGNIZANT AGENCY
Brazoria County	Texas Health and Human Services Commission
Grantee Name	Agency Name
Kaysie Stewart Title County Auditor	Racheal Kane, Federal Funds Director
Name of Grantee Signature Authority	Name of Agency Signature Authority
Kaysie Stewart Digitally signed by Kaysie Stewart Date: 2025.02.20 13:51:18 -06'00'	Kaysie Stewart Digitally signed by Kaysie Stewart Date: 2025.02.20 13:51:18 -06'00'
Grantee Signature	Agency Signature

Certificate Of Completion

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CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

L.M. "Matt" Sebesta, Jr.

Sent: 5/29/2025 9:21:30 AM

MattS@brazoriacountytx.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Gruber

David.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

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Editor Delivery Events

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Agent Delivery Events

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Cathy Sbrusch, RN, BSN, CIC cathys@brazoriacountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/29/2025 9:21:30 AM Viewed: 6/2/2025 8:48:31 AM
Kristiana Flores Kristiana.Flores@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19.

6/10/2025

Renewal of Maternity and Family Planning Services Agreement with UTMB

Approve the attached Interlocal Cooperation Contract for Maternity and Family Planning Services between the University of Texas Medical Branch and Brazoria County effective September 1, 2025.

Further, County Judge is authorized to sign said agreement.

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

**FIRST AMENDMENT
TO INTERLOCAL COOPERATION
CONTRACT**

This First Amendment to Interlocal Cooperation Contract ("Amendment") is made and entered into by and between **The University of Texas Medical Branch at Galveston** d/b/a UTMB Health ("**UTMB**"), a health institution of The University of Texas System, an agency of the State of Texas, for and on behalf of its Regional Maternal Child Health Program, and **The Commissioners Court of Brazoria County** ("**County**"), effective September 1, 2025 ("Effective Date"), regardless of the date of execution.

RECITALS

- A. **WHEREAS**, County and UTMB entered into that Interlocal Cooperation Contract effective as of September 1, 2024 (the "Contract"), wherein UTMB agreed to provide Maternity and Family Planning Services, as more specifically described in the Contract.
- B. **WHEREAS**, With respect to the Contract, County and UTMB wish to: 1) extend the Term for one (1) year, as the first of three potential one-year renewals; 2) confirm the Contract Amount; and 3) enter into this Amendment to serve as the written agreement between the parties to this effect.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, County and UTMB hereby agree to amend the Contract as follows:

TERM: The parties to the Contract wish to extend the Term for a one (1) year period, commencing on the Effective Date and expiring on **August 31, 2026**.

CONTRACT AMOUNT: The total amount of this Contract is **\$200,000**.

RATIFICATION AND DEFINED TERMS. Except as amended or modified by this Amendment, the Contract shall continue in full force and effect. UTMB and County each hereby ratify, affirm, and agree that the Contract, as herein modified and extended, represents the valid, binding and enforceable obligations of UTMB and County respectively. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Contract.

[signatures next page]

IN WITNESS WHEREOF, County and UTMB have executed this Amendment by their authorized representatives as indicated below as of the Effective Date.

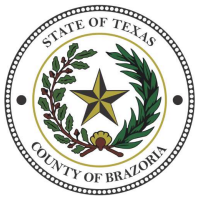
UTMB

COUNTY

Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and
Chief Financial Officer
Date: _____
Content Reviewed By: _____

Name: _____

Title: _____
Date: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20.

6/10/2025

Department of State Health Services (DSHS) Contract No. HHS001315700004 Amendment No. 1
Renewal

The Court approves the Department of State Health Services (DSHS) Contract No. HHS001315700004 Amendment No. 1 Renewal to amend the budget and extend the term of the contract under the Emerging and Acute Infectious Disease Unit (EAIDU/SUR) for surveillance and epidemiology activities for all notifiable conditions.

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

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. HHS001315700004
AMENDMENT No. 1
RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“SYSTEM AGENCY” OR “**DSHS**”), and **BRAZORIA COUNTY HEALTH DEPARTMENT** (“**GRANTEE**”), who are collectively referred to herein as the "Parties," to that certain Texas Epidemiology Capacity Expansion Grant to conduct surveillance and epidemiology activities for all notifiable conditions under the responsibility of the Emerging and Acute Infectious Disease Unit (EAIDU/SUR) contract effective September 1, 2023, and denominated DSHS Contract No. HHS001315700004 (“Contract”) now desire to amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work;

WHEREAS, the Parties desire to revise the Budget to add additional funding;

WHEREAS, the Parties desire to replace Attachment C, Contract Affirmations, and Attachment D, Uniform Terms and Conditions, and

WHEREAS, the Parties desire to extend the term of the Contract.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

- 1. SECTION III, DURATION**, of the Contract Signature Document, is hereby amended to reflect a revised termination date of August 31, 2027.
- 2. SECTION V, BUDGET**, of the Contract Signature Document, is hereby amended to add **\$148,500.00** to the Contract for the period beginning September 1, 2025, and ending August 31, 2027. The total amount of this Contract will not exceed **\$297,000.00**. Grantee is not required to provide matching funds.

Total Federal Funds: \$ 0.00

Total State Funds: \$ 297,000.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B-1, BUDGET**. Grantee is authorized to perform Work and invoice for that Work in accordance with the Budgeted amount for this renewal period. There are no indirect costs.

3. **SECTION VII, CONTRACT REPRESENTATIVES**, of the Contract Signature Document, is hereby amended to reflect a revised System Agency “Contract Representative” as listed below.

System Agency

Kimberly Royal, CTCM, CTCD
Department of State Health Services
1100 W. 49th Street, MC 1990
Austin, Texas 78756
kimberly.royal@dshs.texas.gov

4. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
5. **ATTACHMENT B**, of the Contract, **CATEGORICAL BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED BUDGET**.
6. **ATTACHMENT C** of the Contract, **CONTRACT AFFIRMATIONS VERSION 2.2**, is hereby revised and replaced in its entirety with **ATTACHMENT C-1, HHS CONTRACT AFFIRMATIONS, VERSION 2.5, NOVEMBER 2024**.
7. **ATTACHMENT D** of the Contract, **UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.2**, is hereby revised and replaced in its entirety with **ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5, SEPTEMBER 2024**.
8. This Amendment No. 1 shall be effective as of the date last signed below.
9. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT No. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. HHS001315700004**

**DEPARTMENT OF STATE HEALTH
SERVICES**

**BRAZORIA COUNTY HEALTH
DEPARTMENT**

By:_____

By:_____

Name:_____

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

Title:_____

Title: Brazoria County Judge _____

Date of Signature:_____

Date of Signature:_____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

- ATTACHMENT A-1 REVISED STATEMENT OF WORK**
- ATTACHMENT B-1 REVISED BUDGET**
- ATTACHMENT C-1 HHS CONTRACT AFFIRMATIONS, v 2.5, NOVEMBER 2024**
- ATTACHMENT D-1 HHS UNIFORM TERMS AND CONDITIONS – GRANTEE VERSION 3.5**

ATTACHMENT A-1 REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

- A. Grantee shall perform surveillance and epidemiology activities for all notifiable conditions under the responsibility of the DSHS Emerging and Acute Infectious Disease Unit (EAIDU).
- B. Grantee shall use the Texas National Electronic Disease Surveillance System (NEDSS), the official Texas disease surveillance system as the primary surveillance system. Any Grantee seeking to build a standalone disease surveillance system in addition to NEDSS must comply with Article II, Standalone Surveillance System Requirements, prior to development and implementation of the system.
- C. Grantee shall adhere to the current EAIDU guidance when conducting surveillance and epidemiology activities including, but not limited to:
 1. The Emerging and Acute Infectious Disease Guidelines (EAIDG) currently located at: <https://www.dshs.texas.gov/idps-home/infectious-disease-prevention-health-practioner-guidance-training>
 2. The NEDSS Data Entry Guide and following the required and preferred data field instructions for each notifiable condition currently located at: [txnedss.dshs.state.tx.us - /login/PHINDox/UserResources/](https://txnedss.dshs.state.tx.us/-/login/PHINDox/UserResources/); and
 3. The Epi Case Criteria Guide currently located at: <https://www.dshs.texas.gov/idps-home/infectious-disease-prevention-health-practioner-guidance-training>
- D. Grantee shall conduct timely monitoring and management of incoming infectious disease laboratory reports and electronic case reports. Grantee shall ensure all laboratory reports not received electronically shall be manually entered into NEDSS by the Grantee. Grantee shall ensure all laboratory reports, including ELR, are associated or linked to an investigation in NEDSS. Additionally, Grantee shall resolve any rejected case investigations in NEDSS.
- E. Grantee shall ensure laboratories are contacted one hundred percent (100%) of the time regarding the submission of required specimen isolate for notifiable conditions reportable through NEDSS and use established procedures to document the outcome by contacting the laboratory. Grantee shall verify that specimen isolate or those related to outbreak investigations have or will be submitted for confirmatory or molecular testing to the DSHS Laboratory or to another public health laboratory as designated by DSHS and previously approved by the EAIDU (i.e., for a list of these notifiable conditions, see footnote no. 3 of the Texas Notifiable Disease Conditions document accessed at <https://www.dshs.texas.gov/IDCU/investigation/Notifiable-Conditions.aspx>).
- F. Grantee shall ensure Grantee's epidemiologist(s) funded under this Contract:

1. Conducts case and outbreak investigations on notifiable conditions reported through NEDSS that are under the responsibility of EAIDU;
 2. Provides technical assistance and guidance to other Grantee staff (e.g., communicable disease nurses) who are conducting case and outbreak investigations, responding to disease reports, implementing measures to prevent further spread of disease, or coordinating prophylactic measures where appropriate; and
 3. Assesses the quality of surveillance data, perform analyses on surveillance data, and prepare situational updates on outbreaks.
- G. For the following specific conditions, Grantee shall conduct epidemiology and surveillance activities stated for each condition. DSHS will monitor the level of performance of the Grantee using information from NEDSS and EAIDU. A report will be sent to the Grantee quarterly.

1. For the notifiable condition Salmonellosis Clusters, Grantee shall attempt to complete questionnaires related to outbreaks and notifiable conditions by making a documented effort to contact the patient by phone at least three (3) times, on different days, during normal business hours (8:00 a.m. – 5:00 p.m.). If these attempts fail, Grantee must make an effort to contact the patient at least one additional (1) time after normal business hours. Questionnaire where efforts to contact the patient is unsuccessful is considered “lost to follow-up” and is not considered a completed questionnaire. The EAIDU may, at its sole discretion, require the Grantee to conduct additional activities to improve performance.
2. For notifiable conditions listed in **Table 1**, Grantee shall attempt to complete one hundred percent (100%) of questionnaires requested by the EAIDU. Grantee shall complete at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after the date requested by the EAIDU. Completed questionnaires include those in which the patient is contacted but refuses to answer a portion of the entire questionnaire. Questionnaires for which no contact is made with the patient do not constitute a completed interview. The EAIDU may, at its sole discretion, require the Grantee to conduct additional activities to improve the percentage.

Table 1:

Listeriosis
Shiga toxin-producing Escherichia coli (STEC) Clusters
Salmonellosis Clusters

3. For notifiable conditions listed in **Table 2**, Grantee shall submit completed questionnaires related to notifiable conditions and cluster investigations to EAIDU through a secure electronic method to the designated EAIDU epidemiologist. Grantee shall submit completed questionnaires no later than one (1) business day after completion of interview to

Foodbornetexas@dshs.texas.gov for the foodborne conditions and to Flutexas@dshs.texas.gov for Influenza A novel or variant. If submitting questionnaires by fax, Grantee shall submit to fax number (512) 776-7616. The EAIDU may, at its sole discretion, require Grantee to conduct additional activities to improve performance.

Table 2:

Cholera	Influenza A novel or variant
Listeriosis	Novel coronavirus
Salmonellosis Clusters	Shiga toxin-producing Escherichia coli (STEC) Clusters
Vibriosis (non-cholera Vibrio species infection)	

4. For the notifiable conditions listed in **Table 3**, Grantee shall investigate and document, through NEDSS, at least ninety percent (90%) of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report. The EAIDU may, at its sole discretion, require Grantee to conduct additional activities to improve the percentage.

Table 3:

Amebic meningitis/encephalitis, other	Amebic meningoencephalitis, primary (PAM)
Botulism foodborne	Botulism, infant
Botulism other/unspecified	Botulism wound
Campylobacteriosis	Cholera
<i>Cronobacter</i> . infant	Cryptosporidiosis
Cyclosporiasis	Hemolytic uremic syndrome post diarrheal
Hepatitis E acute	Influenza A novel or variant
Influenza-associated pediatric mortality	Legionellosis
Listeriosis	Novel coronavirus

Salmonella Paratyphi	<i>Salmonella</i> Typhi
Salmonellosis, non-Paratyphi/non-Typhi	Shiga toxin-producing <i>Escherichia coli</i> (STEC)
Shigellosis	Vibriosis (non-cholera <i>Vibrio</i> species infection)
Viral hemorrhagic fevers*	Yersiniosis

* Crimean-Congo hemorrhagic fever, Ebola hemorrhagic fever, Lassa fever, Lujo virus, Marburg fever, Guanarito hemorrhagic fever, Junin hemorrhagic fever, Machupo hemorrhagic fever, Sabia-associated hemorrhagic fever, and Chapare hemorrhagic fever

5. For the notifiable conditions listed in **Table 4**, Grantee shall investigate and document, through NEDSS, at least eighty percent (80%) of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report. The EAIDU may, at its sole discretion, require Grantee to conduct additional activities to improve the percentage.

Table 4:

<i>Candida auris</i>	Carbapenem-resistant Enterobacteriaceae (CRE)
Vancomycin-intermediate Staphylococcus aureus (VISA)	Vancomycin-resistant Staphylococcus aureus coagulase-positive (VRSA)

6. Grantee shall investigate and document, through NEDSS, at least seventy-five percent (75%) of risk behavior and exposure information on case investigations selected by DSHS Epidemiologists. This applies to the notifiable condition Hepatitis B, acute. The EAIDU may, at its sole discretion, require Grantee to conduct additional activities to improve the percentage.
 7. Grantee shall respond to each quarterly report provided by the EAIDU on the level performance for Sections (I)(1)-(5) of Article I. Responses are due twenty (20) business days from the date the quarterly report was sent to Grantee. Responses must be submitted by electronic mail to EAIDUcontracts@dshs.texas.gov.
 8. In the event that a large-scale emergency or public health outbreak and Grantee expects that Grantee will be unable to meet the required level of performance under the Contract, Grantee shall promptly notify EAIDU in writing prior to the end of the quarterly period. EAIDU will review the information provided by Grantee in order to determine whether waiver of corrective actions or additional measures to improve performance is appropriate.
- H. Grantee shall maintain open communication with other local health departments, regional health departments, or the EAIDU as necessary to ensure investigations are conducted efficiently and expeditiously.
 - I. Grantee shall follow the Grantee-established process for notifying another public health entity when a confirmed or suspected case or an exposed contact resides in

- that public health entity's jurisdiction. Initial notification must be within one (1) business day from Grantee discovering that a case or exposed contact resides in another jurisdiction.
- J. Grantee shall ensure the respective regional health department and the EAIDU are informed of certain suspected cases, confirmed cases, and outbreaks. Grantee shall ensure the regional health department and the EAIDU are continually informed of developments for the duration of those investigations.
 - K. Grantee shall educate, inform, and train the medical community and local providers on the importance of reporting notifiable conditions within Grantee's jurisdiction. Grantee shall ensure that providers collecting and shipping specimens for testing conducted by the DSHS Laboratory adhere to collecting and shipping guidance in the Emerging and Acute Infectious Disease Guidelines.
 - L. Grantee shall present local training on epidemiology and surveillance related rules and regulations as requested. Grantee shall conduct local level data analysis and utilize recent data findings to target and share recommendations and best practices for preventing disease spread.
 - M. Grantee shall participate in outbreak or cluster-related conference calls and responses relevant to the Grantee's jurisdiction as directed by DSHS.
 - N. Grantee shall participate in conference calls regarding this contract, scheduled by the EAIDU. During these calls, EAIDU will provide information regarding the scope of the work, progress reports, or provide any other necessary communications.
 - O. Grantee shall cooperate with DSHS during any technical reviews and quality assurance visits conducted by DSHS, including providing any documentation or information as requested by DSHS.
 - P. Grantee shall provide epidemiology surge capacity to surrounding jurisdictions in the event of a major statewide or regional outbreak or disaster, as directed by DSHS.
 - Q. Grantee shall retain epidemiologist(s), as the number of positions is specified in the approved budget, dedicated to conducting infectious disease surveillance and epidemiology activities. The epidemiologist(s) must have a Master of Public Health (MPH) or equivalent degree, or at least two years working experience as an epidemiologist performing infectious disease epidemiology and surveillance activities.
 - R. Grantee shall require its staff to attend training, conferences, and meetings, as directed by the EAIDU. Grantee's epidemiologist(s) funded under this Contract will be required to attend in-person or virtually (if offered) the workshop and training listed below. Should additional funding become available, other DSHS-sponsored training, workshops, and conferences may be attended with prior EAIDU approval.

1. The annual Epidemiology and Laboratory Capacity (ELC) Workshop conducted by the EAIDU or another EAIDU-approved substitute training.
 2. The DSHS NEDSS training, including certification, to be completed within sixty (60) days of work start date (if not already a certified NEDSS user).
- S. Grantee shall obtain prior written approval from the EAIDU of any redirection of duties for epidemiologist(s) funded by this Contract.
- T. Grantee shall notify the EAIDU within forty-eight (48) hours from Grantee becoming aware of any personnel actions, including the details and outcome of such actions, involving any staff funded under this Contract. Grantee shall submit a written report to the EAIDU at EAIDUcontracts@dshs.texas.gov within seventy-two (72) hours from becoming aware of the personnel actions. Personnel actions include issues that develop regarding violations of the project, state, and federal policies, procedures, requirements, and laws.
- U. Grantee and any individual performing work under this Contract on behalf of Grantee shall comply with the Attachment E, Data Use Agreement (DUA) TACCHO Version, to the Contract. To the extent there is a conflict between the DUA and any other document, the DUA controls.
- V. Grantee shall also comply with the following Texas rules and statutes related to infectious disease, data confidentiality and security:
1. Title 25 Texas Administrative Code (TAC) Section 97.10, currently located at: [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=97&rl=10](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=97&rl=10); and
 2. Section 81.046 of the Texas Health and Safety Code, currently located at: <https://statutes.capitol.texas.gov/Docs/HS/htm/HS.81.htm>.
- W. Grantee shall require individuals performing work under this Contract to successfully complete training in confidentiality, privacy, security, and reporting thirty (30) business days from the work start date and annually thereafter or as otherwise required by DSHS. For DSHS Confidential Information to be disclosed or accessed by any individual, Grantee shall comply with the DUA training requirements prior to the information being disclosed or accessed.
- X. Grantee shall monitor for any Event or Breach of Confidential Information. Grantee shall notify the EAIDU within two (2) business days of the initial notification as required by the DUA.
- Y. Grantee shall use established communication procedures that comply with applicable state and federal laws and rules when relaying patient documentation for jurisdictions outside of Texas regarding patients that live in that jurisdiction.

Z. Grantee shall coordinate with the appropriate EAIDU staff member when an investigation in the Grantee jurisdiction extends outside of Texas and is considered high profile (e.g., involvement of the DSHS Commissioner).

AA. Monthly Report: Grantee shall submit a monthly report that lists all reported clusters and outbreaks and provides information on investigation findings on the tracking sheet provided by the EAIDU. Monthly reports are due on or before the fifteenth (15th) of each month, covering activities that occurred during the preceding calendar month. Grantee shall submit monthly reports by email to EAIDUcontracts@dshs.texas.gov. If the due date falls on a weekend or state approved holiday, the report is due the next business day. Each report must contain the Contract Number, Grantee's Name, Program ID (IDPS/SUR), and the month the report covers. Grantee shall submit the monthly report even if no activities were conducted during the reporting period.

This monthly outbreak report does not replace or waive the requirement to submit the specific disease outbreak summaries, referenced in the EAIDG, that must be submitted at the conclusion of the outbreak investigation to the specific teams in the EAIDU.

BB. Success Story Report: Grantee shall provide a written report, when requested by the EAIDU, detailing at least three (3) success stories relating to disease investigations or epidemiological work conducted by Grantee staff funded under this Contract.

CC. Vacancy or Hiring Report: Grantee shall complete a Vacancy or Hiring Report whenever an epidemiologist position funded under this Contract becomes vacant and when the vacancy is filled. Within five (5) business days of the vacancy occurring and when the vacancy is filled, the Vacancy or Hiring Report must be submitted by email to EAIDUcontracts@dshs.texas.gov. If Grantee has vacant position(s) existing for more than sixty (60) consecutive days, then System Agency may reduce Grantee's budget.

DD. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500.00 or more, but less than \$10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets do not include a capitalized asset, real property, an improvement to real property, or infrastructure.

EE. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If approved, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the revised budget will be incorporated into the Contract.
3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Costs' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

FF. Grantee shall not use funds allocated under this Contract to purchase buildings or real property without prior written approval from DSHS. Also, any costs related to the acquisition of buildings or real property are not allowable without DSHS written pre-approval.

GG. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract will revert to DSHS. Title may be transferred to any other party as designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee. For any real property, Grantee shall dispose of the property in accordance with instructions provided by DSHS.

II. STANDALONE SURVEILLANCE SYSTEM REQUIREMENTS

- A. Prior to developing and implementing a standalone surveillance system, Grantee shall submit a written formal proposal to DSHS. The formal proposal must include the following details:

1. Description of new system proposed;
 2. Name of Vendor selected;
 3. Timeline;
 4. Roles and responsibilities of parties involved in build;
 5. Estimated cost to build and maintain standalone system;
 6. Funding sources for standalone system and plan to maintain those funding sources in the future;
 7. A plan for secure transfer of labs/case investigations determined to belong to other jurisdiction(s);
 8. Description of any impacts to public health partners;
 9. A plan to input data into NEDSS until standalone surveillance system written condition-specific approval is received from DSHS; and
 10. A plan to submit data to NEDSS after the standalone system is implemented.
- B. Grantee shall perform and manage activities for notifiable conditions in accordance with the following:
1. Grantee shall be able to transmit valid completed case investigations for approved onboarded notifiable conditions to DSHS daily;
 2. Grantee shall also resolve any rejected case investigations submitted via an approved public health document container (PHDC) format in NEDSS;
 3. Grantee shall successfully implement updates to condition mapping guides when case definitions and criteria are changed by CDC/CSTE and in accordance with timelines agreed upon with DSHS;
 4. Grantee shall work with DSHS to test, review, and verify successful data transmission prior to implementing their standalone surveillance system and pushing data and case investigations into production;
 5. Grantee shall be responsible for timely data entry of case investigations into NEDSS for all notifiable conditions. DSHS staff will not perform data entry into NEDSS for Grantee;
 6. Grantee shall maintain subject matter and technical experts capable of maintaining information systems, including, but not limited to, updating the system(s) to comply with any updated standards;
 7. Grantee shall notify the DSHS technical contact regarding any system downtime resulting from system failure or maintenance that would result in Grantee being unable to receive and/or report data, outside of regularly scheduled maintenance periods. The notification must include any necessary remediation actions to ensure data is reported to DSHS in the timeframes outlined in the Texas Notifiable Disease Conditions List located at the following: <https://www.dshs.texas.gov/IDCU/investigation/Notifiable-Conditions.aspx>;
 8. Grantee shall comply with any other requirements or change in requirements as determined by DSHS;

9. Grantee is responsible for all costs incurred by Grantee to implement, test, and maintain its local information system, maintain standards, and perform interoperability functions; and
 10. Grantee is responsible for all costs incurred by Grantee to update its local information system in order to maintain and comply with data standards required to perform interoperability functions.
- C. Grantee shall comply with the following system-related requirements:
1. The system must be able to utilize secure, standards-based electronic data exchange for transactions to DSHS;
 2. The system must utilize and comply with the data format and transmission standards as provided and determined by DSHS;
 3. Information systems must be updated to comply with any changes to standards, as determined by DSHS within thirty (30) calendar days of notification of standards' change, unless a different implementation window is agreed upon by DSHS and Grantee;
 4. In the event the Grantee cannot successfully implement required changes, Grantee must make alternate arrangements to ensure required data is provided to DSHS in expected timeframes;
 5. Any deduplication of data must be conducted as appropriate to avoid multiple submissions of same data to DSHS;
 6. Notifications of any data, transmission, or other errors that may impact data quality or timeliness must be sent to DSHS;
 7. Points of technical contact, including name, title, email, email address, and phone number must be provided to DSHS, and updated as appropriate; and
 8. Grantee shall participate in any meetings related to reportable condition data exchange, as requested and determined by DSHS.

III. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract terms and conditions. Grantee shall follow corrective action plans issued by the DSHS for any performance needing improvement. Failure to meet the requirements of this Contract will require technical assistance ("TA") from DSHS. If issue(s) continues after TA is provided and cannot be resolved on the part of the Grantee, then DSHS may reduce Grantee's budget for the remainder of the Contract term.

III. INVOICE AND PAYMENT

- A. Grantee shall submit to DSHS a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in this Statement of Work. Invoices and supporting documentation must be submitted to DSHS in accordance with Table 5, Invoice Submission Schedule.

B. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice. Invoices received more than forty-five (45) days after each fiscal year are subject to denial of payment. Invoices and all supporting documentation must be submitted by mail, fax, or email.

1. If by mail, Grantee shall submit to:
 Department of State Health Services
 Claims Processing Unit
 P.O. Box 149347
 Austin, TX 78714-9347
2. If by fax, Grantee shall submit to (512) 458-7442.
3. If by email, Grantee shall submit to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

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

Table 5: Invoice Submission Schedule

Period Covered	Due Date
September 1 st through September 30 th	October 31 st
October 1 st through October 31 st	November 30 th
November 1 st through November 30 th	December 31 st
December 1 st through December 31 st	January 31 st
January 1 st through January 31 st	February 28 th (or February 29 th in leap year)
February 1 st through February 28 th	March 31 st
March 1 st through March 31 st	April 30 th
April 1 st through April 30 th	May 31 st
May 1 st through May 31 st	June 30 th
June 1 st through June 30 th	July 31 st
July 1 st through July 31 st	August 31 st
August 1 st through August 31 st	September 30 th
Final Close-out Invoice	Due Date
August 1 st through August 31 st	October 15 th

C. Grantee shall submit the Financial Status Report (FSR-269A) twice per fiscal year (located at: [Contractor Forms | Texas DSHS](#) as outlined in [Table 6, FSR Submission Schedule](#). Grantee shall email the FSR-269A to the following email addresses: FSRgrants@dshs.texas.gov and cmsinvoices@dshs.texas.gov. Grantee shall submit the final financial status report no later than 45 days following the end of each fiscal year.

Table 6: FSR Submission Schedule

Period Covered	Due Date
September 1st through February 28th	March 31st
March 1st through August 31st	August 31st
Final Financial Status Report	
March 1st through August 31st	October 15th
Period Covered	Due Date
September 1 st through February 28 th	March 31 st
March 1 st through August 31 st	August 31 st
Final Financial Status Report	
March 1 st through August 31 st	October 15 th

- D. Grantee will be paid on a cost-reimbursement basis and in accordance with the budget for the corresponding year under this Contract.

ATTACHMENT B-1**REVISED BUDGET****Contract No. HHS001315700004**

Categorical Budget	Budget Period: Contract Effective Date To August 31, 2024	Budget Period: September 1,2024 To August 31, 2025	Budget Period: September 1, 2025 To August 31, 2026	Budget Period: September 1, 2026 To August 31, 2027	Total Contract Amount
Personnel	\$50,181.50	\$50,181.50	\$54,834.00	\$54,834.00	\$210,031.00
Fringe Benefits	\$20,399.00	\$20,399.00	\$15,816.00	\$15,816.00	\$72,430.00
Travel	\$2,559.50	\$2,559.50	\$2,520.00	\$2,520.00	\$10,159.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$150.00	\$150.00	\$150.00	\$150.00	\$600.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$960.00	\$960.00	\$930.00	\$930.00	\$3,780.00
Total Direct Charges	\$74,250.00	\$74,250.00	\$74,250.00	\$74,250.00	\$297,000.00
Indirect Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$74,250.00	\$74,250.00	\$74,250.00	\$74,250.00	\$297,000.00

HEALTH AND HUMAN SERVICES
Contract Number HHS0013157000004
Attachment C1 CONTRACT AFFIRMATIONS

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

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

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

- 2. Complete and Accurate Information**

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

- 3. Public Information Act**

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

- 4. Contracting Information Requirements**

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

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. **Restricted Employment for Certain State Personnel**

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

27. **No Conflicts of Interest**

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

28. **Fraud, Waste, and Abuse**

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

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

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

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

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

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

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

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

38. Funding Eligibility

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

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

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

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

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

41. COVID-19 Vaccine Passports

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

42. COVID-19 Vaccinations

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

43. Entities that Boycott Energy Companies

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

44. Entities that Discriminate Against Firearm and Ammunition Industries

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

45. Security Controls for State Agency Data

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

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

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

47. Office of Inspector General Investigative Findings Expert Review

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

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

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

49. Foreign-Owned Companies in Connection with Critical Infrastructure

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

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

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

52. Prohibition on Abortions

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

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

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

55. False Statements

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

56. Permits and License

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

57. Equal Employment Opportunity

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

58. Federal Occupational Safety and Health Law

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

59. Signature Authority

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

Signature Page Follows

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

Brazoria County

Legal Name of Contractor

Brazoria County Health Department

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

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

L. M. "Matt" Sebesta, Jr.

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

237 E. Locust, Ste. 401

Physical Street Address

Same

Mailing Address, if different

979-864-1200

Phone Number

MattS@brazoriacountytx.gov

Email Address

74-6000044

Federal Employer Identification Number

17460000445

Texas Franchise Tax Number

N1GLHP8EWH9

SAM.gov Unique Entity Identifier (UEI)

Date Signed

Brazoria County Judge

Title of Authorized Representative

Angleton, Texas 77515

City, State, Zip Code

City, State, Zip Code

979-864-1239

Fax Number

040341430

DUNS Number

17460000445

Texas Identification Number (TIN)

17460000445

Texas Secretary of State Filing Number

Attachment D-1



Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

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

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

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

2.3 ANCILLARY AND TRAVEL EXPENSES

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

2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

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

2.8 NONSUPPLANTING

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

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

B. Financial Statements.

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

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

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

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

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

5.2 GENERAL AFFIRMATIONS

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

5.3 FEDERAL ASSURANCES

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

5.4 FEDERAL CERTIFICATIONS

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

5.5 STATE ASSURANCES

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

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

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.6 SURVIVAL

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

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

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

7.2 DAMAGE TO STATE PROPERTY

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

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

7.4 EQUIPMENT AND PROPERTY

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

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

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

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

8.5 CONFIDENTIALITY

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

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
 - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

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

9.3 TERMINATION FOR CAUSE

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

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

9.5 INHERENTLY RELIGIOUS ACTIVITIES

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

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

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

10.2 INTELLECTUAL PROPERTY

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

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

10.3 ADDITIONAL INDEMNITY PROVISIONS

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

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

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

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

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

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

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:**

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

11.5 INSURANCE AND BONDS

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

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

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

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

11.8 SUBCONTRACTORS

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

11.9 PERMITTING AND LICENSURE

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

11.10 INDEPENDENT CONTRACTOR

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

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

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

11.13 SURVIVABILITY

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

11.14 FORCE MAJEURE

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

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency’s recognition or endorsement of the Grantee’s project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that “HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)” at HHS’s request.

11.17 MEDIA RELEASES

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

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency’s or the State’s sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

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

11.21 COUNTERPARTS

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

11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

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

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

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

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

11.26 DISCLOSURE OF LITIGATION

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

11.27 NO THIRD PARTY BENEFICIARIES

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

11.28 BINDING EFFECT

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

Certificate Of Completion

Envelope Id: FB3FF876-77B9-42ED-8205-60C25E755A60

Status: Sent

Subject: Please Sign with Docusign: HHS001315700004 Brazoria A-1 EAIDU-SUR

Source Envelope:

Document Pages: 57

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

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11493 Sunset Hills Road

Envelopeld Stamping: Enabled

#100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 10.104.81.9

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

4/28/2025 7:38:55 AM

CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

L. M. "Matt" Sebesta, Jr.

MattS@brazoriacountytx.gov

Brazoria County Judge

Security Level: Email, Account Authentication
(None)

Sent: 4/28/2025 7:46:37 AM

Viewed: 6/3/2025 3:41:31 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Varun Shetty

Varun.Shetty@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Kimberly Royal kimberly.royal@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/28/2025 7:46:38 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2025 7:46:38 AM
Envelope Updated	Security Checked	4/29/2025 10:24:35 AM
Envelope Updated	Security Checked	4/29/2025 10:24:35 AM
Envelope Updated	Security Checked	4/29/2025 10:24:35 AM
Envelope Updated	Security Checked	4/29/2025 10:24:35 AM
Envelope Updated	Security Checked	4/29/2025 10:24:35 AM
Payment Events	Status	Timestamps



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21.

6/10/2025

Renew RFP #23-49 Environmental Services for Community Development Block Grant, HOME Investment Partnership Program, HOME-American Rescue Plan and Emergency Solutions Grant Program Projects

Approval to renew "RFP #23-49 Environmental Services for Community Development Block Grant, HOME Investment Partnership Program, HOME-American Rescue Plan and Emergency Solutions Grant Program Projects" with Future Link Technologies of Austin, Texas for a third (3rd) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on July 10, 2025.

The renewal term shall be July 11, 2025 to July 10, 2026.

Further, expenditures will be funded by specific CDBG and HOME-ARP grant funds.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22.

6/10/2025

Renew with a Price Increase ITB #21-48 Mosquito Control Chemicals

Approval to renew with a price increase for "ITB #21-48 Mosquito Control Chemicals" with the following vendors, as per the attached, for the fifth (5th) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire July 13, 2025.

- ADAPCO, LLC of Lake Mary, Florida
- ES OPCO USA Inc., of Austin, Texas

The renewal term shall be July 14, 2025 to July 13, 2026.

Further, expenditures will be funded by Mosquito Controls annual fiscal year budget.

21-48 Price Increase Summary

Approval to renew with a price increase ranging from 5%-6% for "ITB #21-48 Mosquito Control Chemicals" to ADAPCO, LLC of Lake Mary, Florida, as per the attached.

Approval to renew with a price increase of 2.87% -5.74% to ES OPCO USA Inc, dba Vesperis of Austin, Texas, as per the attached.

The price increase in manufacturing costs for raw materials, transportation as well as oil, additives, plastic and steel are in line with the attached PPI reports. The PPI reports show an increase of 6% base on those factors, therefore the increase is justified.

ITB #21-48 MOSQUITO CONTROL CHEMICALS RENEWAL TERM: JULY 14, 2025 TO JULY 13, 2026	BIDDERS NAME					ADAPCO, LLC					
	ADDRESS					100 COLONIAL CENTER PKWAY, STE 170					
						LAKE MARY, FL 32746					
	CONTACT PERSON					KATHY RUSSELL					
	TELEPHONE NO.					800-367-0659					
	FAX NO.					866-330-9888					
	EMAIL					AES.VECTORBIDS@AZELIS.COM					
DESCRIPTION	COMM CODE	COUNTY ID	QTY	UOM	UNIT PRICE PER GALLON Price Increase	EXTENDED PRICE	PROVIDE MIX RATIO	VENDOR PRODUCT NAME	DAYS TO DELIVER ARO	Proposed Price Increase	% of Increase
2.0 PERMETHRIN 30-30 CONCENTRATE - 30 GALLON CONTAINER	675-45	8193	30	DRUM							
3.0 PERMETHRIN 31-67 CONCENTRATE - 30 GALLON CONTAINER	675-45	2637	30	DRUM	\$162.82	\$4,884.60	Mix 1-4	PermaSease 31-67	2-5 Days ARO	\$170.96	5.00%
4.0 MALATHION - BULK PRICE	675-45	1805	0	BULK							
5.0 NALED - 30 GALLON DRUM	675-45	1804	30	DRUM	\$295.62	\$8,868.60	Neat	Dibrom Concentrate	2-5 Days ARO	\$310.40	5.00%
5.0 NALED (Does vendor retrieve containers after use? YES OR NO									Yes		
6.0 B.T.I. BACILLUS THURINGIENSIS, SEROTYPE H-14 - 2.5 GALLON CONTAINER	675-45	2568	2.5	CAN	\$37.18	\$92.95	16oz/acre	Vectobac 12AS 2x2.5gl cs	2-5 Days ARO	\$39.04	5.00%
7.0 BONIDE - 5 GALLON CONTAINER	675-45	9218	5	CAN	\$24.72	\$123.60	Neat	BVA 2 Larvicide Oil	2-5 Days ARO	\$26.20	6.00%
55 GALLON CONTAINER	675-45	2618	55	DRUM	\$21.26	\$1,169.30	Neat	BVA 2 Larvicide Oil	2-5 Days ARO	\$22.54	6.00%
8.0 METHOPRENE EXTENDED RESIDUAL BRIQUET - "INGOT DESIGN" ALTOSID XR EXTENDED RESIDUAL BRIQUET "INGOT DESIGN" - CASE	675-45	9145		CASE							



Adapco, LLC d/b/a Azelis Agricultural & Environmental Solutions
100 Colonial Center Parkway
Suite 170
Lake Mary, FL 32746

Attn: Kathy Russell
RE: Pricing update - 2025

To whom it may concern,

Please be advised that continuing regulatory costs associated with re-registration of the active ingredients for Dibrom and Trumpet and the increased logistics costs for delivery and disposal has resulted in price increases for these products distributed by ADAPCO.

As well, we are experiencing significant price increase in raw materials for Dibrom and Trumpet. These input costs have resulted in price increases of approximately 5% for these products in 2025.

Thank you for your continued support as we work to manage these costs in the future products of these products. If you require any additional assistance, please contact me personally at our Customer Service Center @ 949-260-6051.

Sincerely,

A handwritten signature in blue ink that reads "Glen Anderson".

Glen Anderson
Manager, AMVAC Customer Services



P.O. Box 930301
Wixom, MI 48393-0301
www.bvaoils.com

January 1, 2025

ADAPCO, LLC
Kathy Russell
100 Colonial Center Parkway, Ste 170
Lake Mary, FL 32746

BVA has experienced price increases on all components for oil, additives, plastic and steel.

We have experienced production cost increases price revisions for BVA13 and BVA2 products at a 5%-20% increase that has been passed along to our distributors.

Respectfully,

David J. Vincent
President - CEO



January 22, 2025

ADAPCO, LLC.
Ms. Kathy Russell
100 Colonial Center Parkway, Suite 170
Lake Mary, FL 32746

RE: Mosquito Control Chemical Price Increases

Kathy,

Effective immediately, on all PBO and oil based products, we will implement a 5% - 25% price increase, dependent on item. I understand that this might cause some strains with your customers, but we will do our best to keep you supplied with mosquito control products. Labor and active ingredient costs have forced us to adjust prices. This can be even more impacted if Tariffs are implemented on certain inputs. Products formulated for ADAPCO this will impact are listed below:

PL-ADAPCO PERMASEASE 30-30 OIL (2X2.5 GAL)
PL-ADAPCO PREMASEASE 30-30 OIL (30 GAL DRUM)
PL-ADAPCO PERMASEASE 3-15 (55 GAL DRUM)
PL-ADAPCO PERMASEASE 3-15 (2X2.5 GAL)
PL-ADAPCO PERMASEASE 4-4 (275 GAL TOTE)
PL-ADAPCO PERMASEASE 4-4 (2X2.5 Gallon)
PL-ADAPCO PERMASEASE 4-4 (55 GAL DRUM)
PL-ADAPCO PERMASEASE UC 20-20 (2X2.5 GAL)
PL-ADAPCO PERMASEASE UC 20-20 (30 GAL DRUM)
PL-ADAPCO PERMASEASE UC 30-30 (2 X 2.5 GL)
PL-ADAPCO PERMASEASE UC 30-30 (30 GL DR)

We at CSI appreciate your business and continued support, if there is anything I can do please contact us.

Thank you,

Scott Pinkerton
Technical Sales Rep
Control Solutions Inc.
713-213-3310
Scott.pinkerton@controlsolutionsinc.com



December 2, 2024

ADAPCO, LLC
Ms. Kathy Russell

RE: Valent BioSciences LLC Public Health Products
Biological Insecticide Price Increases for Mosquito Control in 2025

Valent BioSciences Corporation continues to experience an increase in raw materials and transportation (+/- 7% depending on the product) for Public Health biological insecticide mosquito control products.

While we strive to minimize these increases, we will be raising our pricing for Public Health larvicide and adulticide products by 0% to 5%, depending on the SKU, effective January 1, 2025.

Purchase orders received prior to January 1, 2025, will receive current pricing. This will include PO's that are scheduled for 2025 Q1 shipments as well.

Regards,

Nate Hill

Nate Hill | Associate Business Manager, Public Health US & Mexico



1910 Innovation Way, Suite 100 | Libertyville, Illinois 60048
Mobile: 208-670-2474

221

***C-21-0758A-05-31 “Purchase of Mosquito Control Chemicals”
Revised based on PPI report: 7 May 2025***

SUSAN P. SERRANO, CPPO, CPPB
Brazoria County Mosquito Control
1380 E. Kiber St, Angleton, TX 77515

Date: 28 April 2025, Revised 7 May 2025

Dear Susan P. Serrano and Fran Henderson,

Manufacturers across the pesticide manufacturing category had price increases from 2.87%-10.99%. The following items are described in bid ITB# 21-48 Mosquito Control Chemicals and proposed price changes. Veseris will accept PPI report supporting a maximum of 5.78% increase.

2.0 Permethrin 30-30 Concentrate – 30-gallon container

The brands MasterLine Kontrol 30-30 and Perm-X UL 30+30, proposed price increase of 5.75% per gallon or unit cost.

4.0 Malathion Bulk Price:

Proposed price increase of 5.74% per gallon.

6.0 Extended Residual Briquet “Ingot design”

Agency Altosid price increase is 2.87% per case.

Thank you for considering these bid price increases.

Keith L Haas

Keith L. Haas
Veseris
Public Health Specialist

PPI Commodity Data
Original Data Value

Series Id: WPU1032
Not Seasonally Adjusted
Series Title: PPI Commodity data for Metals and metal products-
Group: Metals and metal products
Item: Barrels, drums, pails and other metal containers
Base Date: 198200
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	245.1	244.3	244.3	242.9	241.5	241.2	239.5	239.4	239.0	240.5	240.2	240.2
2016	240.3	239.4	239.9	241.0	242.1	246.8	251.8	253.8	254.0	254.5	254.5	253.9
2017	254.6	254.8	254.5	256.6	257.5	257.9	258.7	258.4	258.4	258.7	260.1	260.7
2018	259.8	263.0	264.1	266.6	274.1	283.0	287.7	293.1	295.7	296.7	299.0	299.3
2019	296.8	293.7	297.1	297.2	293.9	293.6	293.6	292.1	292.1	292.9	293.9	294.1
2020	293.9	294.4	296.7	297.4	298.0	298.1	297.4	296.0	296.0	297.0	297.8	303.6
2021	311.9	324.8	330.7	345.7	360.2	365.4	380.663	401.496	407.450	425.111	447.193	447.542
2022	458.338	458.438	460.973	473.494	465.174	466.954	467.349	469.749	470.591	466.614	457.226	457.327
2023	447.804	439.409	438.716	439.052	445.710	444.935	447.620	450.382	450.383	448.781	437.980	438.339
2024	439.333	444.239	444.239	444.240	450.760	453.084	453.084	446.859	446.859	443.254	441.122	441.122
2025	441.138	447.030	445.679									

PPI Industry Data
Original Data Value

Series Id: PCU325---325---
Series Title: PPI industry sub-sector data for Chemical mfg, not
Industry: Chemical mfg
Product: Chemical mfg
Base Date: 198412
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	265.1	264.8	263.5	264.4	265.3	268.2	267.3	266.5	264.5	263.2	262.6	262.6
2016	264.9	264.4	264.8	266.0	266.3	268.1	267.7	267.7	268.2	269.0	269.3	268.8
2017	272.8	274.9	276.1	277.2	276.7	277.5	276.9	277.5	277.6	280.2	281.2	282.5
2018	284.7	286.4	288.6	288.4	289.9	290.8	291.2	292.2	291.6	292.5	293.1	292.5
2019	293.7	293.4	293.3	293.3	292.1	292.4	292.8	291.3	290.6	291.7	290.8	289.4
2020	291.0	291.5	290.4	286.8	284.3	285.1	286.4	287.7	288.2	290.7	292.0	293.8
2021	298.7	303.2	309.5	314.5	320.6	324.7	327.081	330.525	331.361	335.868	338.561	339.393
2022	343.585	347.303	351.652	359.478	363.747	368.136	367.326	366.526	365.047	363.123	361.070	358.378
2023	359.934	361.913	362.338	362.945	361.230	357.670	353.618	352.148	351.914	353.018	351.359	350.338
2024	348.434	350.002	349.697	352.304	352.537	352.733	354.783	355.087	353.780	352.950	351.939	351.837
2025	353.855	355.969	357.933									

PPI Industry Data
Original Data Value

Series Id: PCU482---482---
Series Title: PPI industry sub-sector data for Rail transportation, not
Industry: Rail transportation
Product: Rail transportation
Base Date: 199612
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	185.2	182.9	179.7	180.2	179.9	179.4	179.7	178.8	177.9	176.7	176.6	176.7
2016	175.0	173.8	173.2	173.6	174.1	175.0	175.8	176.1	176.9	176.7	177.3	178.0
2017	179.1	180.0	180.9	180.9	181.2	181.4	181.3	181.3	181.8	183.8	184.9	185.6
2018	186.6	187.3	189.2	190.4	190.9	192.1	192.5	193.1	195.1	195.3	196.1	196.3
2019	196.2	196.0	195.8	197.7	198.5	198.6	198.7	198.4	198.2	198.6	198.7	198.8
2020	200.0	200.1	199.6	198.8	197.1	196.0	195.8	196.7	197.1	197.3	197.6	198.5
2021	200.1	201.2	203.3	204.7	206.4	207.1	208.358	209.327	210.306	211.843	213.261	214.164
2022	216.054	216.760	218.284	223.934	228.323	229.481	232.218	231.349	231.597	230.339	232.179	232.043
2023	234.463	232.367	231.944	231.485	229.385	228.593	228.442	229.422	230.969	233.718	234.578	234.455
2024	236.926	233.769	233.432	235.537	235.927	235.823	237.160	236.999	237.670	237.321	237.085	237.287
2025	240.529	240.525	240.575									



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23.

6/10/2025

Renew with a Price Increase ITB #23-43 Tree Trimming Maintenance

Approval to renew with a price increase for "ITB #23-43 Tree Trimming Maintenance" with Urban Foresters LLC of Stafford, Texas, for the third (3rd) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on July 23, 2025.

The renewal term shall be July 24, 2025 to July 23, 2026.

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

23-43 Price Increase Summary

Approval to renew with a price increase of 2.4% for "ITB #23-43 Tree Trimming Maintenance" to Urban Foresters LLC of Stafford, Texas, as per the attached.

The price increase is in line with the attached Consumer Price Index report. The CPI report supports the 2.4 % increase, therefore the increase is justified.

BRAZORIA COUNTY CONTRACT SHEET
ITB # 23-43 TREE TRIMMING MAINTENANCE

	BIDDER'S NAME	THE URBAN FORESTERS, LLC
RENEWAL TERM:	ADDRESS	12703 STAFFORD ROAD
JULY 24 2025		STAFFORD, TX 77477
TO JULY 23, 2026	QUOTED BY:	KYLE KILGORE
	TELEPHONE NUMBER:	832-405-2336
	EMAIL:	kyle@theurbanforesters.com
Contractor shall provide sufficient equipment for all trimming maintenance work for the North, South, Central and West Service Centers. This shall include all necessary (not limited to pickup trucks all with operators) support equipment / staff (flaggers) at no additional charge to the County.		
2.0 COST TO PROVIDE TREE TRIMMING MAINTENANCE FOR SOUTH SERVICE CENTER AS DESCRIBED HEREIN:	ITEM ID#8113	Price Increase Request Amount % Increase
COST PRICE PER EACH HOUR	\$310.44 per unit (crew of three) per hour	317.89 2.4
2.1 Total number of units (minimum 2) with operators assigned to this contract	2 units (can provide more if needed)	
2.2 Total number of ½ Ton pickups with operators assigned to this contract	2, if needed	
3.0 COST TO PROVIDE TREE TRIMMING MAINTENANCE FOR NORTH SERVICE CENTER AS DESCRIBED HEREIN:	ITEM ID#8116	Price Increase Request Amount % Increase
COST PRICE PER EACH HOUR	\$310.44 per unit (crew of three) per hour	317.89 2.4
3.1 Total number of units (minimum 2) with operators assigned to this contract	2 units (can provide more if needed)	
3.2 Total number of ½ Ton pickups with operators assigned to this contract	2, if needed	
4.0 COST TO PROVIDE TREE TRIMMING MAINTENANCE FOR WEST SERVICE CENTER AS DESCRIBED HEREIN:	ITEM ID#8115	Price Increase Request Amount % Increase
COST PRICE PER EACH HOUR	\$310.44 per unit (crew of three) per hour	317.89 2.4
4.1 Total number of units (minimum 4) with operators assigned to this contract	4 units (can provide more if needed)	
4.2 Total number of ½ Ton pickups with operators assigned to this contract	2, if needed	
5.0 COST TO PROVIDE TREE TRIMMING MAINTENANCE FOR CENTRAL SERVICE CENTER AS DESCRIBED HEREIN:	ITEM ID#9214	Price Increase Request Amount % Increase
COST PRICE PER EACH HOUR	\$310.44 per unit (crew of three) per hour	317.89 2.4
5.1 Total number of units (minimum 4) with operators assigned to this contract	4 units (can provide more if needed)	
5.2 Total number of ½ Ton pickups with operators assigned to this contract	2, if needed	

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers,
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	234,747	235,342	235,976	236,222	237,001	237,657	238,034	238,033	237,498	237,733	238,017	237,761		
2016	237,652	237,336	238,080	238,992	239,557	240,222	240,101	240,545	241,176	241,741	242,026	242,637		
2017	243,618	244,006	243,892	244,193	244,004	244,163	244,243	245,183	246,435	246,626	247,284	247,805		
2018	248,859	249,529	249,577	250,227	250,792	251,018	251,214	251,663	252,182	252,772	252,594	252,767		
2019	252,561	253,319	254,277	255,233	255,296	255,213	255,802	256,036	256,430	257,155	257,879	258,630		
2020	259,127	259,250	258,076	256,032	255,802	257,042	258,352	259,316	259,997	260,319	260,911	262,045		
2021	262,639	263,573	264,847	266,625	268,404	270,710	271,965	272,752	273,942	276,528	278,824	280,806		
2022	282,542	284,525	287,467	288,582	291,299	295,072	294,940	295,162	296,421	297,979	298,708	298,808		
2023	300,456	301,476	301,643	302,858	303,316	304,099	304,615	306,138	307,374	307,653	308,087	308,735		
2024	309,794	311,022	312,107	313,016	313,140	313,131	313,566	314,131	314,851	315,564	316,449	317,603		
2025	319,086	319,775	319,615											



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24.

6/10/2025

Transfer of Surplus Vehicle

Approve the transfer of a surplus 2012 Chevy 1500 vehicle from the Facility Management Department to the Airport as per the attached transfer form.

BRAZORIA COUNTY TRANSFER OF COUNTY PROPERTY

Date: 5-20-25

Transfer From: Maintenance Dept #: 25000 Fund: _____

Transfer To: Airport Dept #: 90000 Fund: _____

TYPE OF ASSET:

General Property ☐

Track Asset (\$2,000-\$4,999) ☐

Capital Asset (\$5,000+) ☐

Comments: _____

Completed By: Pete David Date: 5-21-25

Department Head  Date: 5/21/25
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2012 Chevy 1500	1GCNCPEX2CZ221563	#62		Fair

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25.

6/10/2025

Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park

Advertise bids for "Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park" for the Parks Department.

This project will utilize GoMESA funds with County funds from the Parks Department's approved 2025 fiscal year budget.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26.

6/10/2025

Renew with Price Increase ITB #23-68 Disaster Landfill Services

Approval to renew with a price increase "ITB #23-68 Disaster Landfill Services", with Seabreeze Recovery Inc. of Angleton, Texas, as per the attached for the third (3rd) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on June 26, 2025.

The renewal term shall be June 27, 2025 to June 26, 2026.

Further, expenditures will be funded by specific disaster event fund.

23-68 Price Increase Summary

Approval to renew with a price increase of 8% for “ITB #23-68 Disaster Landfill Services” to Seabreeze Recovery Inc. of Angleton, Texas, as per the attached.

The price increase is in line with the attached Producer Price Index report for waste collection. The PPI report supports the 8 % increase, therefore the increase is justified.



WASTE CONNECTIONS OF TEXAS

Oct. 25, 2025

RE: Disposal Rate Adjustment – Effective January 1st, 2025

We here at Waste connections value your business and strive to improve and maintain our mutually beneficial Relationship to help you grow your business.

It has always been our goal to provide you with the highest quality, environmentally responsible disposal service in a cost-effective manner. With that in mind, in 2025 we are making significant investments and improvements aimed at enhancing our customer service. This includes the construction and landfill expansion of cells 13 and 15. The landfill space will include better access staging and larger cells to improve turn times for customers.

In addition to our large capital investment planned in 2025, we have increased our expense budget to invest in our roadways throughout the site. We are also experiencing significant leachate increases and disposal costs due to an unusually wet year. We have begun construction on our leachate disposal well, a capital heavy project that will help in our leachate management and disposal. Because of our increased costs and investment in our facility, we find it necessary to pass on a portion of the expenses incurred from these improvements.

Effective January 1st, 2025 We will be increasing your disposal Rate by 8.0%. We have also attached the 2025 price list for additional fees.

Thank you for your continued business. Should you have any questions regarding this matter or any aspect of your service, please don't hesitate to contact your account manager or our office at (979) 864-4442.

Sincerely,

Juan Deluna
District Manager
Waste Connections of Texas Seabreeze Environmental Landfill

ATTACHMENT A - BID TABLE

ITB# 23-68 DISASTER LANDFILL SERVICES

Note: All quoted rates must include the TCEQ fee and any other fees and surcharges.

Bidder must supply pricing by the TON and Cubic Yard(CY) where applicable.

1.08

C&D waste:	Pricing	Proposed Price	% of Increase
Disposal rate per cubic yard	\$8.65	\$9.34	8%
Disposal rate (TON)	\$43.00	46.44	8%
Disposal rate (CY) – Large truck – reduced	\$11.65	12.582	8%
Non-compacted brush:			
Disposal rate per cubic yard	\$8.65	9.342	8%
Disposal rate (TON)	\$43.00	46.44	8%
Disposal rate (CY) – Large truck – reduced	\$11.65	12.582	8%
Animal carcass waste:			
Disposal rate (TON)	\$43.00	46.44	8%
Disposal rate (CY)	\$8.65	9.342	8%
Burial fee (if applicable)	\$181.92	196.4736	8%
Disposal fee (if applicable)	N/A		
Municipal solid waste:			
Disposal rate (TON)	\$43.00	46.44	8%
Disposal rate (CY)	\$8.65	9.342	8%
Electronic waste:			
Disposal rate (TON)	No Bid		

Disposal rate (CY)		No Bid		
Household hazardous waste:				
Disposal rate (TON)		No Bid		
Disposal rate (CY)		No Bid		
<u>List available locations in Brazoria County and surrounding Counties, as well as Landfill type:</u>				
Name of landfill:	Seabreeze			
Address:	10310 FM 523			
	Angleton Tx 77515			
Type:	Type Class 1			

PPI Industry Data
Original Data Value

Series Id: PCU5621--5621--
Series Title: PPI industry group data for Waste collection, not
Industry: Waste collection
Product: Waste collection
Base Date: 200312
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	128.2	128.2	128.7	128.9	128.5	128.0	127.7	128.8	128.7	128.9	129.0	128.3
2016	129.8	130.4	131.7	132.5	132.7	132.7	132.6	133.1	133.2	132.9	132.5	132.3
2017	132.7	133.2	133.8	134.9	134.9	134.9	135.1	135.5	136.7	137.2	137.0	137.0
2018	138.7	139.9	140.7	141.7	140.9	140.3	140.6	141.1	141.3	141.6	141.5	141.5
2019	142.3	142.9	145.5	145.8	144.8	144.3	144.7	145.3	145.6	145.9	146.2	146.2
2020	147.8	148.5	149.9	150.1	149.5	148.3	148.5	149.1	150.3	151.4	151.5	151.0
2021	151.9	153.3	155.3	155.5	154.4	153.7	153.663	154.176	154.763	156.163	156.273	156.432
2022	157.195	159.398	161.771	163.634	163.563	163.468	166.894	168.097	169.251	171.255	171.487	171.639
2023	173.951	177.636	181.072	183.002	182.836	182.290	182.329	184.454	185.942	185.985	186.801	185.050
2024	185.392	184.482	188.581	190.724	193.275	192.393	191.767	191.384	193.891	194.128	196.711	194.444
2025	194.665	196.370	205.893									



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27.

6/10/2025

Renew RFP #20-17 Employee Health Benefits

Approval to renew "RFP #20-17 Employee Health Benefits" with Aetna Life Insurance Company of Hartford, Connecticut, per the terms and conditions of the current contract which is set to expire on September 30, 2025.

The renewal is offered at no increase in fees per the attached summary and renewal proposal documents submitted by Aetna Life Insurance and the County's employee benefit consultant, HUB International.

The renewal term shall be October 1, 2025, to September 30, 2026.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

SUMMARY – RFP 20-17 HEALTH BENEFITS RENEWAL – AETNA

Upon the recommendation of Human Resources and our benefits consultant, HUB International, approval of the renewal is requested for Employee Health Benefits, which includes Medical, Pharmacy, and Dental.

Per our consultant and the attached renewal documents:

- Aetna has offered to renew at no increase in fee including continuation of the current Communication, Wellness and Audit allowances. They have also included an additional one-time fee credit of \$61,493 for the 2025-2026 plan year.
- Aetna has improved the AWP retail discounts on brand generic and specialty drugs and also increased the Rebate amounts to the County within the Rx Agreement

Pharmacy Service and Fee Schedule to the Master Services Agreement

**Effective October 01, 2025
Brazoria County**

aetna[®]

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Pharmacy Discounts & Fees

Management or administration of prescription drug benefits selected by the Customer will be performed by CaremarkPCS Health, L.L.C. and/or its affiliates (CVS Caremark), each of which is an affiliated, licensed pharmacy benefit manager.

Pricing Arrangement	Traditional
Network	Aetna National Network
Employees	1,463

RETAIL		
	10/01/2025	10/01/2026
Brand Discount	AWP - 20.10%	AWP - 20.20%
Generic Discount	AWP - 86.00%	AWP - 86.20%
Dispensing Fee	\$0.60 per Script	\$0.60 per Script

MAIL ORDER PHARMACY/MAINTENANCE CHOICE		
Mail Benefit Type	Mandatory Maintenance Choice with Opt Out	
	10/01/2025	10/01/2026
Brand Discount	AWP - 20.10%	AWP - 20.20%
Generic Discount	AWP - 91.70%	AWP - 91.90%
Dispensing Fee	\$0.00 per Script	\$0.00 per Script

SPECIALTY PHARMACY		
Network	Specialty Performance Network	
Product List	Specialty Fee Schedule	
	10/01/2025	10/01/2026
Discount	AWP - 22.25%	AWP - 22.35%

GENERIC DISPENSING RATE (GDR) GUARANTEE		
	10/01/2025	10/01/2026
Retail GDR	82.25%	82.30%
Mail GDR	77.00%	77.25%
Annual Maximum	\$100,000	\$100,000

Rebates

REBATES		
Formulary	Advanced Control Formulary	
Plan Design	3 Tier Qualifying	
Rebate Terms	Customer will receive the following guaranteed rebates:	
	10/01/2025	10/01/2026
Retail	\$451.98 Per Brand Script	\$482.91 Per Brand Script
Mail Order/Maintenance Choice	\$1144.76 Per Brand Script	\$1206.64 Per Brand Script
Specialty	\$4,357.18 Per Brand Script	\$5,026.98 Per Brand Script

REBATES		
Formulary	Advanced Control Formulary	
Plan Design	2 Tier	
Rebate Terms	Customer will receive the following guaranteed rebates:	
	10/01/2025	10/01/2026
Retail	\$191.66 Per Brand Script	\$207.19 Per Brand Script
Mail Order/Maintenance Choice	\$568.05 Per Brand Script	\$584.04 Per Brand Script
Specialty	\$4,357.18 Per Brand Script	\$5,026.98 Per Brand Script

Capitalized terms in the pricing charts above are not intended to reflect defined terms except where specifically noted in the Prescription Drug Services Schedule.

Standard core as well as additional and third-party service options are described in the Aetna Pharmacy Program Summary incorporated herein by reference.

In the event of any inconsistencies between the terms and conditions set forth in this Pharmacy Service and Fee Schedule and the terms and conditions set forth in the Prescription Drug Services Schedule, the term and conditions of this Pharmacy Service and Fee Schedule shall prevail.

Terms & Conditions

The pricing and services set forth herein are subject to the following Terms & Conditions:

- To the extent the pricing and services outlined in this document are part of a renewal to the Customer, the pricing set forth herein is valid for 90 days from the date of such offer.
- This pricing has an effective date of October 1, 2025. In order for Aetna to implement the pricing as set forth above by the effective date, a notification of award must be given 90 days prior to effective date.
- Our renewal assumes that Aetna administers both the medical and pharmacy benefits for Customer on an integrated basis. If Customer elects to use a different vendor to provide medical benefits, then Aetna reserves the right to adjust the pricing contained in this proposal.
- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Participating Pharmacy shall give the Plan Participant the benefit of the lesser of (i) the Participating Pharmacy's Usual and Customary Charge, (ii) MAC (where applicable) or (iii) discounted AWP cost. Participating Pharmacy shall collect and retain from the Plan Participant at the time of dispensing the lesser of (i) the Cost Share; (ii) the Participating Pharmacy's Usual and Customary Charge, (iii) MAC (where applicable) or (iv) discounted AWP cost.
- MAC Pricing applies at Mail Order.
- Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services, except for fixed copays or where required by law to be otherwise.
- Discounts and Dispensing Fees contained in this Service and Fee Schedule are guaranteed on an annual basis, subject to the following conditions:
 - Discount and Dispensing Fee guarantees are measured individually and reconciled in the aggregate; surpluses in one or more component guarantees may be used to offset shortages in other component guarantees.
 - Discount and Dispensing Fee guarantees shall be reconciled and reported to Customer within one hundred eighty (180) days following the guarantee period.
 - Discount guarantees are calculated on ingredient cost prior to the application of Plan Participant Cost Share and include zero balance due claims.
 - The following types of Prescription Drug claims are excluded from the Discount and Dispensing Fee guarantees contained herein:
 - Compound Prescription claims
 - Direct Plan Participant reimbursement / out-of-network claims
 - Coordination of Benefits (COB) or secondary payor claims
 - In-house pharmacy claims
 - Vaccines (including for COVID) and other COVID testing-related claims
 - 340B claims
 - Retail pricing guarantees include claims that reflect the Usual & Customary Retail Price.
 - Single Source Generic Drugs are included in the Generic Discount guarantees.

- Only Specialty Products dispensed by a Specialty Pharmacy are included in the Specialty Pharmacy Discount guarantee listed above. Specialty Products dispensed by Participating Retail Pharmacies are not included in any Discount guarantee listed above.
- Aetna has assumed 0.00% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.
- Pricing and terms in this proposal assume the Customer has elected the Advanced Control formulary and the Choose Generics program.
- The proposed formulary includes certain preferred Brand Drugs where the Tier 1 cost share shall be assessed to Members
- Specialty Performance Network means that Plan Participants are required to use CVS Specialty Pharmacies (no fills at retail allowed), with the exception of the HIV class which is not required to be dispensed at CVS Specialty Pharmacies.
- Non-Specialty Claims dispensed by a CVS Specialty Pharmacy will adjudicate as a Retail Non-Specialty Claim.
- The Overall Effective Discount (OED) offer is conditioned on Plan Participants using the Aetna Specialty Performance Network with Aetna being the exclusive provider of Specialty Services with the exception of the HIV class and Client implementing and maintaining a generics first plan design for specialty. The Aetna Specialty Performance Network option may not be available to Plan Participants in certain states. If Aetna Specialty Performance Network is no longer available in certain states, then Client must select an alternate Specialty Pharmacy network option made available by Aetna. Aetna may equitably adjust the financial terms in this Agreement to account for the impact of any such network change. The rates quoted herein apply to specialty products dispensed from CVS Specialty mail pharmacies, including through the Specialty Connect process. Aetna may amend the individual Specialty Drug discounts to manage the financial guarantee. The financial guarantee is measured and reconciled annually across all Specialty Drugs dispensed by CVS Specialty pharmacy, including through the Specialty Connect process, with the exception of the following exclusions (in addition to the discount and dispensing fee exclusions). Note: New to market and existing Biosimilars are included in the discount guarantees.

In the event retail leakage increases by a percentage change of 10%, or more, from the effective date of the agreement, Aetna reserves the right to amend pricing.

- Our financial offer does not assume any adoption of the Transform Diabetes Program. If customer offers a Diabetes Management program, either by Aetna or another vendor, the proposed rebates will need to be re-evaluated.
- Rebate guarantees may be subject to:
 - The adoption of Specialty Guideline Management (SGM) program
 - Plan performance that is materially the same as the baseline data provided by Customer and relied upon by Aetna, including information regarding enrollment and utilization of pharmacy services.

- The above rebate guarantees exclude:
 - Over the Counter (OTC) Claims
 - Limited distribution drug (LDD) Claims
 - Any other Claim identified as having received 340B program wholesale pricing
 - Compound Drug Claims
 - Paper or Member Submitted Claims
 - Coordination of Benefits (COB) or secondary payor Claims
 - Vaccine and vaccine administration Claims
 - COVID treatment Claims
 - Claims approved by Formulary Exception
- Rebate guarantees assume Advanced Control Specialty Formulary.
- Specialty rebate guarantees apply to Specialty Product claims at all channels.
- Brand drug claims in the HIV therapeutic category are included in the retail rebate guarantees.
- To receive the rebate guarantees noted:
 - Two-tier qualifying plan designs - will consist of an open plan design, with the first tier comprised of Generic Drugs and the second tier comprised of Brand Drugs. There are no requirements for a minimum Cost Share differential between these tiers. The plan design may need to implement formulary interventions recommended by Aetna.
 - Three-tier non-qualifying plan designs – maintain a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs.
 - Three-tier qualifying plan designs – maintains a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs. The plan design maintains at least a \$15.00 co-payment differential between preferred and non-preferred Brand Drugs, at least a \$15.00 differential in the minimum co-payment for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drugs (for example, if preferred brand coinsurance was 20%, non-preferred brand would need to be 30% to qualify).
- The GDR guarantees are based upon plan design, membership, and demographics as represented by Customer, and changes to these aspects may materially affect Aetna's ability to meet the GDR guarantees. In the event of a change to the Plan design, or the Plan's demographics, both parties agree to work in good faith to determine if the GDR guarantees should be adjusted to account for such change, whether higher or lower, depending on the actual impact of such change. An example of this would be situations where generically available medications are excluded from the benefit, such as OTC equivalent strengths. If a brand does not lose patent protection when expected due to unforeseen circumstances,

including but not limited to litigation, the parties acknowledge and agree an adjustment may need to be made to the GDR guarantees. The GDR guarantees will be measured and reconciled in the aggregate. The following are excluded from the GDR guarantees calculation: Specialty Drugs, Compound claims, Direct Plan Participant reimbursement / out-of-network claims, COB claims, DAW 1, 2, and 7, and Vaccines. Any potential amount owed will be determined based on the following formula: (Average Amount Paid per Brand claim - Average Amount Paid per Generic claim) multiplied by (GDR guarantee - GDR measured) multiplied by total claims. Penalties for a shortfall on the GDR guarantees will be paid on a dollar-for-dollar basis, with a maximum annual payment cap of \$100,000.00.

Additional Disclosures

The Customer acknowledges that the Discounts and Dispensing Fees contained in this Agreement reflect a Traditional or Lock-In pricing arrangement. Traditional or Lock-In Pricing means that the amount charged to the Customer and Plan Participants for network claims may differ from the amount paid to Participating Pharmacy and Aetna retains the difference, in addition to any other fees or charges agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services provided to the Customer.

The financial provisions in this Agreement are based upon Claims data and membership information provided by Customer (or Customer's authorized representative) during the pricing request process, which shall serve as the baseline. Aetna reserves the right to make an equitable adjustment to modify or amend the financial provisions set forth herein in a manner designed to account for the impact of specific triggering events identified below ("Equitable Adjustment").

1. Greater than 15% change in total membership or Claims volume as compared to the baseline
2. Customer-initiated change to the Benefit Plan Design, or Formulary alignment. To the extent applicable, Aetna will notify Customer in advance of any proposed Equitable Adjustment
3. Product offering decisions by drug manufacturers that result in a reduction of rebates, including the introduction of a lower cost alternative product which may replace an existing rebateable brand product; an unexpected launch of an interchangeable version of a brand product; or a branded product converted to OTC status, recalled or withdrawn from the market; or a material reduction in the Wholesale Acquisition Cost (WAC); or
4. Other events triggering an Equitable Adjustment as detailed below:
 - Legal and/or regulatory changes specific to customers which negatively affects the economic value of the Agreement to a party or the parties under the Agreement, for example restrictions on preferred or limited network arrangements; policy changes impacting drug manufacturers which negatively affect the economic value of the Agreement including the ability to provide or maintain discounts or Rebates; and/or
 - An inability to access, or changes to, industry pricing information (e.g. AWP) required to support the current economic structure of the Agreement.

If one or more of such triggering events occurs, Aetna may initiate a review to determine if an Equitable Adjustment to any of the financial provisions is warranted as a direct result of the triggering event(s). Aetna will conduct an analysis based upon Customer-specific Claims, utilization, and membership data demonstrating how the triggering event(s) result in the proposed Equitable Adjustment. Any such Equitable Adjustment based upon events #1 or #2 described above shall be effective on the first day that the triggering event occurred. Any such Equitable Adjustment based upon events #3 or #4 described above shall be effective 30 days after notification to Customer. Aetna will provide documentation of the reason for the proposed Equitable Adjustment in addition to a summary analysis demonstrating that the Equitable Adjustment is solely related to the impact of the specific triggering event. Aetna will disclose necessary facts and data to an independent auditor for validation.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Customer. The pharmacy pricing contained herein does not include any such Customer liability.

Rebate Payment Terms

Rebates will be distributed on a quarterly basis by claim wire credit .

Guaranteed earned Rebates are paid quarterly one hundred and eighty (180) days after the quarter ends. Rebates are calculated and paid in accordance with the terms and conditions of this Agreement.

Earned Rebates are distributed in March, June, September and December each contract year.

Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

If this Agreement is terminated by Aetna for the Customer's failure to meet our obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna shall be entitled to deduct deferred administrative fees or other plan expenses from any future rebate payments due to the Customer following the termination date.

When remitting and reconciling minimum Rebate guarantees, Aetna may add Rebate Credit value to the total Rebates remitted to Customer for each respective Rebate component. Rebate Credits shall consist of (i) the differential between the Wholesale Acquisition Cost (WAC) of a lower net cost Brand Covered Product, including but not limited to a Biosimilar (Low Cost Brand), Claim processed and the WAC of the reference Brand Drug, subject to the below cap; and/or (ii) the value of price reductions for rebateable products that have experienced a WAC decrease, measured as the differential between the Baseline

WAC of the product and the WAC of the product when the Claim is processed, subject to the below cap. The Baseline WAC will be the WAC of the product prior to a reduction in WAC or, as applicable, for Low Cost Brands, the Baseline WAC will be the WAC of the reference Brand Drug at the time of Claim processing.

In no way will the Rebate Credit exceed the Baseline Rebate less the earned Rebates on either the Low Cost Brand or the rebateable product that has experienced a WAC decrease. Baseline Rebate is calculated as follows: in the year the price reduction occurred, Baseline Rebate will be the Rebate available for coverage of the product prior to the WAC reduction or, as applicable, for Low Cost Brands the Baseline Rebate will be the Rebate available for coverage of the reference Brand Drug on the date of claim processing. For a product experiencing a WAC reduction, in subsequent years the Baseline Rebate will increase over the prior year Baseline Rebate at the WAC inflation rate of the GPI subclass (GPI-6) of the applicable product. Aetna will notify Customer of any applicable Covered Product that qualifies for Rebate Credits. Aetna shall provide reporting upon Customer request demonstrating the net-cost impact in the therapeutic category.

Formulary Management

Aetna offers several versions of formulary options for Customer to consider and adopt as Customer's Formulary. The formulary options made available to Customer will be determined and communicated by Aetna prior to the implementation date. Customer agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Customer the right to use one of our Formulary options during the term of the Agreement solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. As such, Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary that will be used in connection with the Plan. Customer further understands and agrees that from time to time Aetna may propose modifications to the drugs and supplies included on the Formulary as a result of factors, including but not limited to, market conditions, clinical information, cost, rebates and other factors. Customer also acknowledges and agrees that the Formulary options provided to it by Aetna is the business confidential information of Aetna and is subject to the requirements set forth in the Agreement.

Other Payments

The term Rebates as defined in the Prescription Drug Services Schedule does not mean or include any manufacturer administrative fees that may be paid by pharmaceutical manufacturers to cover the costs related to the reporting and administration of the pharmaceutical manufacturer agreements. Such manufacturer administrative fees are not shared with Customer hereunder.

Aetna may also receive other payments from drug manufacturers and other organizations that are not Rebates. These payments are generally for one of two purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data or (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and

members about clinical guidelines, disease management and other effective therapies. These payments are not considered Rebates and are not included in Rebate sharing arrangements with Customers.

Aetna may also receive network transmission fees from our network pharmacies for services we provide for them. These amounts are not considered Rebates and are not shared with Customers. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees, if applicable.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or CVS Caremark and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across our book of business. Customer further agrees that the amounts described above belong exclusively to Aetna or its affiliate, CVS Caremark, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or CVS Caremark.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Payments or rebates from drug manufacturers that compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder also will be retained by Aetna.

Early Termination

In the event Customer terminates Aetna's arrangement of prescription drug benefit services as described in the Prescription Drug Services Schedule and Pharmacy Service and Fee Schedule to the Agreement prior to September 30, 2027 (an "Early Termination") Aetna shall retain any earned but unpaid rebates as of the Early Termination date subject to any exception thereto provided herein.

In the event of an Early Termination, the pharmacy guarantees described hereunder, if any, shall be considered null and void for the Plan year and, therefore, not subject to reconciliation.

Aetna's remedies as described immediately above are liquidated damages and shall not be characterized as a penalty (collectively, the "Early Termination Fee"). Unless otherwise agreed in writing by the parties, such Early Termination Fee will be due and paid in full within sixty (60) days after the termination effective date.

Late Payment Charges

If the Customer fails to provide funds on a timely basis to cover benefit payments and/or fails to pay service fees on a timely basis as required in the Agreement, Aetna will assess a late payment charge. The current charges are outlined below:

- i. Late funds to cover benefit payments (e.g., late wire transfers): 12.0% annual rate
- ii. Late payments of Service Fees: 12.0%, annual rate

In addition, Aetna will make a charge to recover our costs of collection including reasonable attorney's fees. We will notify the Customer of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Agreement or at law or in equity for failure to pay.

Pharmacy Audit Rights and Limitations

Customer is entitled to an annual electronic claim audit subject to standard pharmacy benefit audit practices and audit terms and conditions outlined in the Prescription Drug Services Schedule.

Pharmacy audits shall be conducted at the Customer's own expense unless otherwise agreed to between the Customer and Aetna.



Aetna Pharmacy Program summary – Core Services

Unless otherwise specified, the services outlined below are available at no additional cost for our Customers and Members.

PBM Services	
<i>Included in Core Services</i>	
PBM Benefit Administration	Member Services
<ul style="list-style-type: none"> • Maintenance Choice • Aetna Standard Preventive Drug List (HDHP) • Aetna Standard Preventive Drug List (ACA) • Integrated retail, mail and specialty claims with medical benefit claims in real-time • Benefit Automation • Loading Client Benefit Plan • RxSavingsPlus Savings Program • Generic Substitution/DAW Penalties 	<ul style="list-style-type: none"> • Member Services Call Center – Available 24/7 • Real-Time Benefits • Aetna Health Mobile App and Internet Tools • Price-A-Drug Tool available at aetna.com or through our mobile app, Aetna Health
Member Communication Materials	Customer Services
<ul style="list-style-type: none"> • Initial Implementation benefits communication materials, printed and online support • Member specific e-mail communications • Aetna Integrated Pre- and Post-enrollment materials • Clinical program member letters, including transition letters for formulary changes/updates • Informational brochures for using the CVS Caremark Mail Service Pharmacy, including order forms • Member-specific formulary and plan design • Aetna Health website and app brochures 	<ul style="list-style-type: none"> • Claim funding and banking arrangements integrated with your Aetna medical plan • Consultative services • Education materials on key healthcare topics • Implementation support including eligibility loading and ongoing additions/deletions • Regulatory and compliance support by specific line of business • Meetings to discuss program performance
Claims Processing Services	Mail Service Pharmacy
<ul style="list-style-type: none"> • Online, Point-of-Service (POS) claims adjudication with real-time integration with medical claims 	<ul style="list-style-type: none"> • Use of CVS Caremark Mail Service Pharmacies • Information System Infrastructure & Maintenance • Profile/order form and return envelope • Member counseling labels – drug specific • First time fill prescription processing
Online Customer Access	
<ul style="list-style-type: none"> • Online Services (on-site eligibility maintenance and prior authorization overrides-viewing member claims history) 	

- Website Access allowing customized dashboard creating for members--keep



AETNA PHARMACY PROGRAM SUMMARY – CORE SERVICES

Analytics and Reporting	
Included in Core Services	
Analytic Support	Analytic Support cont.
<ul style="list-style-type: none"> • Aetna Report Rx self-service reporting tool suite for up to 10 Customer users • RxNavigator Self-Service Reporting Tool Suite • E Tool Access (Self Service for Rx Insight Reports) 	<ul style="list-style-type: none"> • Claim detail reporting combined with medical reporting through the new reporting tool, ART
<ul style="list-style-type: none"> • Account Team Supported Reporting • Clinical Program Opportunity Analysis 	<ul style="list-style-type: none"> • Quarterly clinical and financial reports based on aggregate customer utilization

Formulary	
Included in Core Services	
Standard Formulary Administration	Standard Formulary Administration cont.
<ul style="list-style-type: none"> • Formulary maintenance 	<ul style="list-style-type: none"> • Rebate administration
<ul style="list-style-type: none"> • Formulary exclusions lists 	<ul style="list-style-type: none"> • Point of Sale (POS) Rebates Type 3
<ul style="list-style-type: none"> • Hyperinflation management 	<ul style="list-style-type: none"> • Compound Management

Clinical Programs and Utilization Management Edits	
Included in Core Services	
Clinical Solutions	Clinical Solutions cont.
<ul style="list-style-type: none"> • Diabetic Meter Program • Standard Utilization Management edits, including quantity limits and step therapy • Pharmacy Advisor Support – Automatic refill and renewal programs 	<ul style="list-style-type: none"> • Dose Optimization • Core Medication Management: Closing Gaps in Medication Therapy • Retrospective Safety Review • Point of Sale (POS) Drug Safety Alerts
<ul style="list-style-type: none"> • Pharmacy Advisor Support – Adherence to Drug Therapy 	<ul style="list-style-type: none"> • Member and Physician clinical education
<ul style="list-style-type: none"> • Smart Edit overrides 	<ul style="list-style-type: none"> • Global safety edits
<ul style="list-style-type: none"> • Opioid safety edits 	<ul style="list-style-type: none"> • Compound drugs management
<ul style="list-style-type: none"> • Maximum pay edits 	<ul style="list-style-type: none"> • Select OTC Coverage
<ul style="list-style-type: none"> • Mail Order DAW Solution 	



AETNA PHARMACY PROGRAM SUMMARY – CORE SERVICES

Specialty	
Included in Core Services	
Specialty Clinical Solutions	Specialty Support cont.
<ul style="list-style-type: none"> Specialty Starter Fill <p>AccordantCare Specialty</p> <ul style="list-style-type: none"> Proactively supports and empowers Members with rare conditions to manage their whole condition, not just adherence to their medication (beyond traditional specialty pharmacy care). Members identified by Aetna Specialty dispense for nine (9) specialty conditions. Available to Customers who use the Aetna Specialty Performance Network. 	<ul style="list-style-type: none"> Specialty Expedite Specialty Connect Digital - Secure Messaging First time fill prescription processing Specialty CareTeam Patient Assistance Program
Specialty Benefit Administration	Specialty Pharmacy
<ul style="list-style-type: none"> Specialty Guideline Management (SGM) – criteria development and maintenance 	<ul style="list-style-type: none"> Use of the CVS Specialty Pharmacy network with full integration of retail, mail and specialty claims Information System Infrastructure & Maintenance
<ul style="list-style-type: none"> Specialty Copay Card Plan Designs Standard Specialty Product List 	<ul style="list-style-type: none"> Member Onboarding Member counseling label – drug specific
<ul style="list-style-type: none"> Exclusive Specialty Grace Fill Member Letter (Under Member Communication Materials) 	<ul style="list-style-type: none"> Supply Management Optimization (SMO) (Exclusive and Preferred Specialty Customers) Specialty Connect Digital Secure Messaging Specialty Expedite Specialty CareTeam

Digital	
Included in Core Services	
Standard Digital Services	Standard Digital Services cont.
<ul style="list-style-type: none"> Open enrollment links 	<ul style="list-style-type: none"> Single Sign on (SSO)
<ul style="list-style-type: none"> Aetna.com configurations 	<ul style="list-style-type: none"> Integrated medical and pharmacy websites



AETNA PHARMACY PROGRAM SUMMARY – CORE SERVICES

Mandatory Fees

The services outlined below are associated with meeting federal, state, and local regulatory compliance requirements

Regulatory Programs	Member Threshold, if any	Fee	Basis
State Regulatory Impact Assessment¹		\$0.30	Per Retail Claim Only
Traditional Pricing Auxiliary Fee²		\$1.50	Per Retail Claim Only
Retail Network Pharmacy Third Party Appeal		Pass through Fees Per Review	

¹Applies to claims in select states with relevant regulatory requirements. The current list of states includes AL, AR, AZ, CO, DE, FL, GA, IA, LA, MD, MI, ND, NM, OK, SD, MS, NJ, TN, VA, TX, WA, WV, WY and is subject to change

²Applicable to clients under Traditional pricing arrangements only. Applies to claims in states with extraterritorial regulations requiring transparent pricing. The current list of states includes AR, FL, OK, TN, WV and is subject to change.



AETNA PHARMACY PROGRAM SUMMARY – ADDITIONAL SERVICES

Custom Formulary	Fee	
Custom Formulary and Maintenance , including services such as: <ul style="list-style-type: none"> • Custom UM Criteria • Custom Exclusion Lists • Custom Preventive Lists • Hyperinflation Management • Compound Management • Net Cost Analysis and Consultation 	\$100,000	
Enhanced Safety, Adherence and Gaps in Care Programs	Fee	Basis*
Pharmacy Advisor Counseling at CVS Pharmacy ¹	\$0.25**	PMPM
Pharmacy Advisor Counseling All Channels ¹	\$0.60**	PMPM
Pharmacy Advisor Counseling Retail All Channels ¹	\$0.60**	PMPM
Integrated Fraud and Safety Solutions	\$0.06	PMPM
Drug Savings Review (DSR) (2:1 ROI over 1 year) ²	\$0.30	PMPM
Precertification	Fee	Basis
Clinical and Non-Clinical Review		
• Precertification	\$45.00	Per review
• Formulary Exceptions	\$45.00	Per review
• Wegovy Cardiovascular	\$45.00	Per review
Specialty Precertification	Fee	Basis
Specialty Guideline Management (SGM) Precertification	\$45.00	Per review
Initial Reviews & Appeals	Fee	Basis

Initial Clinical and Non-Clinical Reviews, including Prior Authorization and Exceptions ⁴	\$45.00	Per review
Appeals		
• First Level Appeals	\$100.00	Per review
• Second Level Appeals	\$500.00	Per review
• Urgent Appeals (Combination of 1st & 2nd Level Appeals)	\$600.00	Per review
• External Review	\$500.00	Per review
Vendor Transition Files	Fee	Basis
Termination files for all open mail service and specialty pharmacy refill files (one test and two production files)	\$5,200	As listed
Specialty User Report (SUR) – specialty pharmacy file	\$1,500	Per file
Refill Transfers upon termination	\$4,500	Per file
Precertification history	\$3,500	Per file
Accumulator files	\$1,000	Per file
Historical claims data	\$1,000	Per file
Additional Services	Fee	Basis
Custom programming (includes customer-specific data file formats, reporting, or IT systems work)	\$150	Per Hour
Standard on-going claim files to third-parties (includes Universal Pharmacy Claim File)	\$500	\$500 for initial set up and \$500 per file for ongoing frequencies.
Optional pre-transition Open Refill Transfer	\$1,500	Per file
Audit Claim Files for data over 24 months old	\$5,000	Per file
Open enrollment site: applicable link changes not included	\$150	Per hour

Prior Authorization Microsite	\$150	Per hour
Prescription Drug Data collection - annual reporting	\$0.02	PMPY
Aetna Report Rx Self-Service Reporting Tool License over 10 Customer users	\$1,500	Per License
Caremark Cost Saver™³	\$0.00	Optional
Vaccine Program Management Fee	\$0.05	PMPM
Manual Claim Administration Fee	\$1.50	Per claim
Shipping and Handling of Temperature Sensitive Products	\$22.00	Per Non-Specialty Mail Rx Temperature Sensitive



AETNA PHARMACY PROGRAM SUMMARY – ADDITIONAL SERVICES

Additional Specialty Programs	Fee	Basis
Custom Specialty Network - When Accreditation Support is Required		Quoted Upon Request

Charges for services not identified above and/or changes in financial terms resulting from a change in the scope of services shall be quoted upon request.

Pricing noted above for programs not implemented within twelve (12) months from the time of pricing negotiations is subject to change.

NOTES:

¹ Pharmacy Advisor Counseling Additional Terms:

- (a) Customer may terminate the Pharmacy Advisor Counseling program by providing Aetna at least 60-days prior written notice.
- (b) The pricing described above for Pharmacy Advisor Counseling program is based on the following conditions:
 - (i) In the event Customer desires to include additional lines of business, implement a portion of the Plan Participants, or reduces the Plan Participants participating in the Pharmacy Advisor program, Aetna may revise pricing for the program.
 - (ii) Customer agrees to implement all the current conditions in Pharmacy Advisor Counseling: Asthma/COPD, Breast Cancer, Depression, Diabetes, Cardiovascular conditions, and Osteoporosis.
 - (iii) The above pricing reflects the current program and future program expansions may require an additional fee.

² Drug Savings Review Additional Terms:

Aetna guarantees that the gross Customer savings realized from DSR Program over the first Clinical Program Year shall be 200% of the DSR Program fees paid by Customer during the first Clinical Program Year. For the subsequent Clinical Program Years, Aetna guarantees that the gross Customer savings realized from DSR Program shall be 300% of the DSR Program fees paid by Customer during subsequent Clinical Program Years. "Clinical Program Year" means the twelve (12) month period commencing on the start date of the Drug Savings Review Program and each full consecutive twelve (12) month period thereafter that the Drug Savings Review program is provided. In the event Aetna fails to meet the targeted savings, Customer shall be credited for any guaranteed savings short-fall following the end of the applicable Clinical Program Year, up to the amount of fees paid by Customer for the Drug Savings Review Program during the Clinical Program Year. Reconciliation will occur during the quarter after the conclusion of Clinical Program Year.

Aetna may revise the performance guarantee at time of reconciliation in a manner designed to account for membership shifts of 20% or more during the Clinical Program Year. The performance guarantee offered for the Drug Savings Review Program is conditioned on (1) Customer maintaining a monthly average of at least 1,500 Members throughout the Clinical Program Year and (2) Customer participating in the Drug Savings Review Program for the entire Clinical Program Year.

³ Caremark Cost Saver™ : The pricing in the Pharmacy Service and Fee Schedule assumes the use of the Caremark Cost Saver™ program, under which Aetna may compare the price available under the Aetna contracted network with the price available through a non-Aetna contracted network if available for that pharmacy. If the price is lower through a non-Aetna contracted network (including an administrative fee paid to the third-party that contracts the network), the Claim will be processed through that network. These Claims are included in the reconciliation of all financial guarantees. In these instances, the prescription through retail may be less than the same Drug, dosage form, and dose through mail on the same day of adjudication.

⁴ Reviews through the Specialty Guideline Management and Specialty Preferred Drug Plan Design programs will be charged this per review fee.

***DEFINITIONS:**

PMPM = Per Member Per Month

PEPM = Per Employee Per Month

****if retiree membership is over 15%, referral needed to review for custom pricing.**

**AETNA PHARMACY PROGRAM SUMMARY – THIRD-PARTY SERVICES**

The services outlined below are provided by third party providers.

Optional Third-Party Services	Fee
<p>PrudentRx Copay Optimization</p> <ul style="list-style-type: none"> • The PrudentRx offering minimizes the impact of manufacturer copay cards, targeting all Specialty Drugs, including highly utilized classes such as hepatitis C, autoimmune, oncology and multiple sclerosis, to drive maximum value for Customers while providing Members with \$0 out-of-pocket costs. • Customers contract directly with PrudentRx for this service. • Program costs are a percentage of shared savings billed monthly by PrudentRx. Aetna does not charge any fees to Customer to support the PrudentRx Copay Optimization services. 	<p>Quoted by Prudent Rx upon request</p>



An Aetna Renewal
Presented to

Brazoria County

Annual Renewal Rating: October 01, 2025 through September 30, 2026
Plan Sponsor Numbers: 838904



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March 10, 2025

Brazoria County
Holly Fox
237 E. Locust, Suite 203
Angleton, TX 77515

Dear Holly:

Thank you for trusting us to continue to provide your health benefit during the past year. Enclosed is your medical renewal for the October 1, 2025 contract period.

As your partner, we will continue to help you deliver cost savings and offer the right health experiences for every member, on every journey – one that's seamless, easy to access and where you want us to be. Through our unrivaled touchpoints and innovative solutions, we're **creating better health, together**.

This renewal includes the following exhibits and changes:

Outlined below are highlights of the changes to your plan(s) and the information presented in the renewal package.

- **Fee Schedule**
Your medical fees will not change.
Additional Bundle up Discounts may be available if you purchase additional coverages with us.
- We've proposed a **Fee Credit**, refer to the Fee Credit letter for additional information.
- **Medical Programs and Services and Allowances**
 - Your NSA claim administration fee effective October 1, 2025 will be \$90. The NSA claim administration fee will increase at each annual renewal and apply to NSA eligible claims paid on or after that renewal date. Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.
- **Caveats**
- **Performance Guarantee(s)**
We've included performance guarantee(s) as part of this renewal. Refer to the Guarantee Summary for additional information.

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetna.com/legal-notice/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-05-01-2024.pdf>

For the best implementation experience, please notify your Account Team of changes to your plan design, programs and services no later than August 1, 2025. Some programs and services require additional notification prior to effective date for successful implementation. Please discuss with your Account Team for program specific implementation lead times. We will strive to implement these changes on a timely basis.

This renewal package is effective for the contract period beginning October 1, 2025 and is part of your multi-year Guarantee Period extending through September 30, 2026.

If there are no changes impacting this renewal as outlined in your Caveats, the fees will remain in effect through September 30, 2026. This renewal package beginning with the ASC Fees is considered an amendment to your existing Agreement. Continuance of your benefit plan and payment of fees constitutes acceptance of this renewal. Please contact your Account Manager by July 1, 2025 to ensure they are able to address your questions prior to implementing your renewal.

Sincerely,

Yolanda Rico-Pyron
Account Executive

Brian Donohue
Ld Dir, Underwriting

Why Aetna?

Effective Date: October 01, 2025

We're more than products and programs. **We offer a health care experience that's more caring, more** connected and closer to home. With a holistic approach we join members on their personal health journey, removing barriers along the way. And we work proactively to help every member achieve their goals and stay on a path to better health.

Because you have unique needs we offer customized, tailored solutions. And we have a plan to take care of each of your employees, helping to increase engagement, improve outcomes and boost productivity.

We know health care can be overwhelming. So we work together with you to help make each member of your team a stronger individual. Stronger individuals lead to a stronger workforce. And when you have a stronger workforce, you can achieve stronger results.

You can learn more about Aetna here:

<https://www.aetna.com/about-us.html>

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc.

Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at:

www.aetna.com

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

Brazoria County

Contact Information/Assumptions

Account Manager: Yolanda Rico-Pyron
 Email: Rico-PyronY@Aetna.com
 Telephone: 832-423-8241

SIC Code: 8322
 Mem/EE Ratio: 1.89

Administrative Service Fees **Effective Date: October 01, 2025** **End Date: September 30, 2026**

		Current	Proposed	
Guarantee Period Effective Date		October 01, 2024	October 01, 2025	
Fee Basis		Mature	Mature	
Medical Fees as Billed (PEPM)*	Estimated Enrollment	Current	Proposed	% Change
OA Aetna Select	591	\$40.22	\$40.22	0.0%
AHF-OA Aetna Select	868	\$43.46	\$43.46	0.0%
Plan Year Service Fees	1,459	\$737,920	\$737,920	0.0%
Service Fee Summary (Plan Year)		Current	Proposed	% Change
Fee Credit*		\$0	(\$61,493)	
Total Fees (incl Discounts, Credits, Broker Comp, Other Chrgs)		\$737,920	\$676,426	

*Clarifications

- PEPM is defined as Per Employee Per Month
- Please see Programs and Services for additional information. Some services may come at additional cost to the fees shown above.
- Broker Compensation, if applicable, is subject to customer approval.
- Any Plan Year costs are based on the Estimated Enrollment and subject to change based on actual enrollment.

Fee Credit

We have included an administrative service fee credit. You agree to pay us the total amount of the fee credit issued if you terminate your medical plan(s) or any of the additional product(s) quoted (if applicable) prior to the end of the multi-year Guarantee Period. Your fee credit may be used for any month in 2025 if you agree to renew for 2025 early. Otherwise you may use it during your normal policy period starting in October 2025. Refer to your fee credit letter for specific details.

Brazoria County

Administrative Fee Credit Letter

Effective Date: October 1, 2025

We are offering you a fee credit which will save you \$61,493.*

We are offering you an administrative fee credit as shown in the chart below.

Administrative Fee Credit	Year 1	
Plan Year Effective Date	10/01/2025	
Fee Credit (Estimated Amount*)	1 month \$61,493	

*Savings are estimated for the Guarantee Period. The calculation is based on Year 1 expected enrollment and the PEPM administrative service fees.

The fee credit will be subject to the following provisions:

- Our self-funded medical Agreement will remain in effect for the duration of the Guarantee Period.
- You are required to make the medical fee payments in accordance with your Agreement.
- Standard termination provisions apply.
- All of the plan caveats as stated on the Caveats page in the final proposal are met.
- Any producer compensations will be excluded from the medical fee credit.
- Future renewals will be calculated based on the annualized medical fees before giving any effect to the medical fee credit.
- Contingent upon Aetna being the sole provider for all quoted lines of coverage.
- The Current Year fee credit is contingent upon renewal of your medical coverage with us for the Guarantee Period beginning October 1, 2025.

You agree to pay us the total amount of the fee credit issued for the Guarantee Period within 31 days of notice of non-compliance if any of the following occur:

- Any of the above provisions are not met
- You terminate the Agreement prior to the end of the Guarantee Period

The fees shown on the accompanying Fee Schedule will be billed every month of the Guarantee Period. The fee credit will be shown as a separate line item. When you accept our quote, the Fee Schedule will become part of your Agreement with us.

You may wish to consult with your legal advisors about any changes that you may need to make in the administration of your plan as a result of this credit consistent with your fiduciary obligations such as making adjustments to participant contributions.

Please sign and return to us by September 1, 2025 to indicate your acceptance of this offer.

Brian Donohue – Underwriting Director

Officer – Brazoria County

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2025

Program Summary	OA Aetna Select	AHF-OA Aetna Select
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Programs & Services Included in the Service Fee

Mature Base Service Fee	\$40.22	\$43.46
General Administration		
Experienced Account Management Team	Included	Included
Designated billing, eligibility, plan set up, underwriting	Included	Included
Onsite Open Enrollment Meeting Preparation	Included	Included
Open Enrollment Marketing Material (non-customized)	Included	Included
ID Cards*	Included	Included
Review or draft plan documents	Included	Included
Summary of Benefits and Coverage (SBC)	Included	Included
Claim Fiduciary Option 4	Included	Included
External Review	Included	Included
Claim Administration	Included	Included
Plan Sponsor Liaison	Included	Included
Special Investigations / Zero Tolerance Fraud Unit	Included	Included
Network Services		
Full National Reciprocity*	Included	Included
Institutes of Excellence™ *	Included	Included
Institutes of Quality® (IOQ) Network	Included	Included
Institutes of Quality® (IOQ) Benefit Differential*	Included	Included
Gene-Based, Cellular and other Innovative Therapies (GCIT®) network	Included	Included
National Medical Excellence Program®	Included	Included
Network access	Included	Included
Care Management		
Aetna Compassionate Care SM	Included	Included
Aetna One® Choice	Included	Included
Aetna Advice	Included	Included
Preventive Care Considerations (Electronic)	Included	Included
Utilization Management (Inpatient Precertification, Concurrent Review, Discharge Planning, Retrospective Review)	Included	Included
Member Resources		
Designated Service Center	Included	Included
Custom Provider Search (Standard basic custom site)	Included	Included
Member Website and Mobile Experience	Included	Included
MindCheck SM	Included	Included
Online Programs	Included	Included
Wellness		
24-Hour Nurse Line: 1-800# Only	Included	Included
Aetna Health Your Way™ Health Assessment and Digital Support	Included	Included
Aetna Health Your Way™ Plus (includes MedQuery and Personal Health Record)	Included	Included

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2025

Program Summary	OA Aetna Select	AHF-OA Aetna Select
Allowances		
Communication Allowance	Included	Included
Wellness Allowance	Included	Included
Audit Allowance	Included	Included
Reporting and Integration		
Analytic Consultation from Plan Sponsor Insights (50 Hours)	Included	Included
ART Reports - New analytic reporting platform	Included	Included
Aetna Health Information Advantage™ (AHIA)	Included	Included
Monthly Financial Claim Detail Reports	Included	Included
Monthly Banking Reports	Included	Included
Monthly Universal File Feed Outbound (12 total reports)	Included	Included
Monthly 3rd Party Stop Loss Vendor Reports (12 total reports)	Included	Included
Behavioral Health		
Managed Behavioral Health	Included	Included
Behavioral Health Condition Management Program - Standard	Included	Included
Applied Behavior Analysis (ABA)	Included	Included
AbleTo Network - member cost share may apply	Included	Included
Aetna Discount Program		
at home products, fitness, hearing, LifeMart® shopping website, natural products and services, oral health care, vision, weight management	Included	Included
Total Fees	\$40.22	\$43.46

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2025

Program Summary	OA Aetna Select	AHF-OA Aetna Select
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Programs & Services Included in the Claim Wire*

No Surprises Act - Fees*		
No Surprises Act (NSA) claim administration fee (per NSA eligible claim)	\$90	\$90
No Surprises Act (NSA) Independent Dispute Resolution (IDR) initial fee (per arbitration case)	Applicable fees are as set by law and passed through to the plan	Applicable fees are as set by law and passed through to the plan
No Surprises Act (NSA) Independent Dispute Resolution (IDR) arbitration expenses (per arbitration case)	Applicable fees are as set by law and passed through to the plan	Applicable fees are as set by law and passed through to the plan

Network Services		
Subrogation*	37.5% of savings	37.5% of savings
Contracted Services* (Coordination of Benefits, Retro Terminations, Medical Bill and Hospital Bill Audits, Workers Compensation, DRG and Implant Audits)	37.5% of savings	37.5% of savings
Claim and Code Review Program*	30.0% of savings	30.0% of savings
National Advantage™ Program (NAP)*	We will retain 40% of savings (includes FCR, IBR)	We will retain 40% of savings (includes FCR, IBR)

Care Management		
Transform Oncology (per engaged member, per month)*	\$79	\$79

Wellness		
Aetna Back and Joint Care™ (per engaged member, per year)*	Not to exceed an average of \$995	Not to exceed an average of \$995

Additional Program Details*Claim Wire Billing, ID Cards, Subrogation, Contracted Services, Claim and Code Review**

Details can be found in our UW Disclosure document located at the following URL:

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notices/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-05-01-2024.pdf>

Claim and Code Review Program

This financial proposal includes enhancements that have been made to our claim and code review programs. Some of these capabilities were previously a component of our base fees, but this proposal assumes they will now instead be part of our standard shared savings arrangement.

No Surprises Act - Fees

The NSA claim administration fee will increase at each annual renewal and apply to NSA eligible claims paid on or after that renewal date. Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.

No Surprises Act - IDR Fees

IDR fees are required by the NSA rules and are payable to the IDR entity. There is an initial fee to begin an arbitration, which applies to each case. There is also an additional fee for the arbitration expenses; the losing party within the dispute is liable for this fee. For batch cases, the NSA permits IDR entities to charge a different arbitration fee based on a set fee range and/or percentage of the batch fee. The fees are passed through (with no mark up by Aetna) to a customer based on the number of line items for their plan that were included in the batch case. The current NSA fees are set by federal agencies. Both the initial fee and the arbitration expense fee are subject to future adjustments by the agencies (and any such adjustments shall be applied to your plan).

Aetna Back and Joint Care™

This program combines Hinge Health's MSK digital exercise therapy and prevention programs with Aetna's Care Management resources and claims predictive analytics to create a multi-faceted program to address musculoskeletal (MSK) related needs. It is available for medically covered members 18 years and older.

Prevention:

- There is no fee for members enrolled in the prevention program.

Acute and Chronic Care:

- You will be charged \$250 for each engaged member's first session and \$50 for each subsequent session.
- The maximum amount billed per individual engaged member will be capped at \$1,750 per 365-day period, regardless of the number of programs or sessions utilized.
- The maximum average cost per member for your engaged members will be capped at \$995. Calculation of this maximum average will occur after the end of the program year.
 - If your maximum average member program cost exceeds \$995, a reconciliation credit will be allocated and provided by Hinge Health.

Full National Reciprocity

Excludes some standalone Aetna Whole Health networks. Details are available upon request.

Institutes of Excellence™ (IOE)

This program includes a steerage component by educating members on the benefits of using an IOE designated facility. However, benefit differential steerage is not supported for IOE Infertility network.

Institutes of Quality® (IOQ) Benefit Differential

This buy-up option provides flexibility to tier benefits, offering different levels of co-insurance and shifting out of pocket costs to the member when IOQs are not utilized thus encouraging use of IOQs. Members will have a higher benefit when selecting care at a facility designated as an IOQ. It is this benefit differential enhancement for which we will apply a charge. Does not apply to Aetna Whole Health or Joint Ventures (including those offered as part of APCN Plus.)

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available). We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Transform Oncology

Engagement begins upon the second two-way call with a Personal Navigator, regardless of timeframe. After one month without a two-way call with a Personal Navigator a member is no longer considered engaged. Reengagement occurs after the first two-way call with a Personal Navigator for a member that was previously engaged. The minimum duration for engagement-based billing is 2 months.

Brazoria County

National Advantage™ Program (NAP)

Effective Date: October 01, 2025

Program Type	NAP
NAP retained savings Charged through the claim wire. Not included in the billed Administrative Fees.	40%
Facility Charge Review (FCR) Charged through the claim wire. Not included in billed Administrative Fees.	Standard
Itemized Bill Review (IBR) Charged through the claim wire. Not included in billed Administrative Fee.	Included
Maximum PEPM NAP fee*	\$3.75
Plan Rate for Facility Services For plans that cover voluntary out-of-network services	Facility Charge Review
Plan Rate for Professional Services For plans that cover voluntary out-of-network services	80th percentile of FAIR Health

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available).

We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Allowances - Self-Funded

Effective Date: October 01, 2025

We are including allowance(s) for your Aetna plans applicable to each year of the Guarantee Period as outlined in the chart below. Allowance dollars must be used for your commercial Aetna medical plans and Aetna medical members.

Annual Allowance Type	Year 5
Plan Year Effective Date	10/01/2025
Communication	\$25,000
Wellness	\$125,000
Audit	\$35,000
Total	\$185,000

Annual allowance amounts may be adjusted if actual enrollment changes by 15 percent or more from our enrollment assumptions.

Communication Allowance

- The **Communication** allowance can be used to offset documented expenses applicable to the Guarantee Period(s) for which it is offered. Your allowance can be used for expenses associated with:
 - promoting our products, programs or services, such as, educational content and materials for enrollees or prospective enrollees
 - communicating with our members.
- Your allowance(s) cannot be used to fund expenses related to the new carrier's contract should you terminate your contract with us.
- Any expenses associated with the implementation, administration or communication of another carrier's plans, programs or services are also ineligible.

Wellness and Audit Allowances

- The **Wellness** allowance can be used to offset reasonable documented wellness-related programs or activities expenses incurred during the Guarantee Period(s). Wellness allowance expenses must be for wellness-related programs or activities that are reasonably designed to promote the health and well-being of Aetna members, or to educate Aetna members about healthy lifestyles and/or prevent disease. This means that there must be a connection to the health and well-being of the members, with a focus on preventative measures or healthy living (i.e., diet, exercise), not on acute care. Wellness programs and activities funded by allowance funds are not covered benefits under your Aetna plan.
- The **Audit** allowance can be used to offset reasonable documented expenses incurred from third-party vendors for auditing our medical claim adjudication and member eligibility. Expenses must be incurred during the Guarantee Period(s) for which it is offered.
- All allowance submissions, including those submitted by a third-party vendor, must comply with these conditions.

The above referenced fund(s) will be available after the effective date of each plan year. Only those expenses performed and billed by a third party are payable. Reimbursement for time and materials incurred directly by the plan sponsor (e.g., hours worked by the plan sponsor's own employees) are not eligible. Your normal business operation expenses, including employee salaries and overtime, are not eligible under the allowance. Our preferred method of payment is directly to the third-party vendor. We require submission of appropriate documentation detailing charges for the services provided by the vendor. Acceptable documentation includes, but is not limited to, detailed vendor invoices itemizing services provided, specific cost-elements and associated line-item charges.

On an exception basis, we can reimburse you directly provided you submit both the detailed invoice and receipt showing payment to the third-party vendor.

You should submit documentation within 60 days of the invoice date. We must receive all documentation no later than 60 days following the close of the plan year to be considered for reimbursement.

The allowance amounts indicated above for the following Allowance Type(s) are available for the years indicated in the chart. These allowances are forfeited at the end of each plan year if not fully utilized. There is no roll over of unused funds to the next policy year. Any unredeemed wellness incentives that may be offered through a "reward program" are forfeited at the end of each plan year.

- Communication
- Wellness
- Audit

We assume the funding of any allowance dollars is either at the request of your Plan Administrator acting in its fiduciary capacity or for the exclusive benefit of your Plan. You are responsible for determining that your use of allowance dollars is appropriate and legally compliant. With respect to allowance dollars that are used in connection with a wellness program, you are responsible for ensuring that the program and any incentives/rewards comply with applicable laws, including limitations on maximum allowable incentives/rewards. We will pay any allowances in accordance with applicable law. We suggest you seek appropriate accounting and legal counsel for all payments to ensure they comply with applicable accounting principles and laws.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal) prior to the end of the multi-year Guarantee Period, you'll be responsible for remitting payment for any allowance amounts used. Payment is due to us within 31 days of the invoice.

Brazoria County

Caveats - Self-Funded

Effective Date: October 01, 2025

For the purposes of this document, Aetna may be referred to using "we", "our" or "us" and Brazoria County may be referred to using "you" or "your".

Our renewal is illustrative and subject to change based upon underwriting review of the information listed and requested below. Any of the information listed below, which has not been provided may be required prior to final approval of sale.

If fees are adjusted, the caveats below will apply and be based on the new assumptions.

Underwriting Caveats

Your pricing considers all the products, programs and services you have with us and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore, fees will not be reduced if termination occurs prior to the end of the plan year. We also assume the renewal assumptions below remain consistent throughout the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll have to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If you are not notified of the change in advance, such difference will be reconciled in the annual accounting for the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

Enrollment

There is a 15 percent change in the total number of enrolled employees for all commercial medical products combined. Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio

The member-to-employee ratio changes by more than 15 percent from the 1.89 ratio assumed in this quote.

Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which materially affects the cost of the plan. This includes, but is not limited to, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

National AdvantageTM Program

You change or terminate the National AdvantageTM Program (NAP), Facility Charge Review (FCR), Itemized Bill Review (IBR), or Data iSightTM (DiS) programs.

Total Replacement

Any of the quoted lines of coverage are offered with an additional carrier.

Performance Guarantees

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

Assumptions

Underwriting

Agreement Provisions

Our quotation assumes our standard Agreement provisions and claim settlement practices apply unless otherwise stated.

Participation

A minimum of 150 enrolled employees is required to administer the proposed products on a self-funded basis.

Plan Design

This renewal is based on the current benefit plan designs, plus any noted deviations, subject to the terms of our Benefit Review document.

Claim Fiduciary - Option 4

Our renewal assumes we'll provide mandatory Level I (benefit review and determination of claims) and Level II (deciding appeals and final claims determination) appeals. We'll also write the letter to the member to communicate the appeal decision. We'll defend any lawsuit originating during or after completion of the first two levels of appeals. You'll act as claim fiduciary for all voluntary appeals after Level I and Level II appeals are exhausted.

03/10/2025

Proprietary



Caveats ASC

External Review

We've included external review in our renewal. External review uses outside vendors who coordinate medical review through their network of outside physician reviewers.

Non-ERISA

For non-ERISA plan, the risk and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for non-ERISA plans must account for the additional liability risk as compared to known risks under an ERISA plan.

Member Communications

Pricing assumptions include direct communications access to Aetna membership through both ongoing Aetna Health communications and relevant ongoing included product/program specific communications. These communications can reduce member and plan costs by guiding in care navigation, managing chronic conditions, promoting preventive services, and more.

Wellness Incentives and Rewards

We offer several different wellness incentives and rewards programs that you may choose from to offer to your members. We, or our third-party vendors, will administer and distribute to your members any wellness incentives or rewards earned based on the programs selected under the direction and control of your plan. The wellness incentives and rewards earned through these programs may be taxable for your members. We will provide you with reporting which will identify members who have earned such wellness incentives or rewards. These reports will provide the data needed for any tax information reporting requirements that you determine are necessary.

With regard to these wellness incentives and rewards, you, as the Plan Sponsor have the following responsibilities:

- Ensure any incentives or rewards offered to your members comply with applicable law and any limitations imposed thereunder. This includes but is not limited to, the Health Insurance Portability Act (HIPAA), the Americans With Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA).
- Distribute notices and/or obtain any authorizations required by law.
- Comply with all tax information reporting requirements regarding any wellness incentives or rewards earned through these programs (cash, cash equivalent, or other tangible property) and provided by us or our third-party vendor to your members.
- Assume any and all liability for your noncompliance with any tax withholding or information reporting requirements.

You may wish to consult with your legal counsel or other advisors as to the proper tax treatment of such wellness incentives or rewards and to ensure that the incentives or rewards offered under your program comply with applicable law.

Mental Health/Substance Abuse Benefits

Our quotation assumes that mental health/substance abuse benefits are included.

Prescription Drug Benefits

Our quotation assumes that prescription drug benefits are excluded. Your Guaranteed Fees assume the following:

- Integration to support our care management program(s) is excluded
- Integration to support combined medical and pharmacy accumulators (deductibles and out-of-pocket maximums) is excluded
- Your existing benefit plans do not include combined medical and pharmacy accumulators (deductibles and out-of-pocket maximums). If you require combined accumulators, additional fees will apply.

Additional charges may apply if you change your Pharmacy Benefit Manager and/or change the number or frequency of pharmacy data feeds.

Stop Loss Reporting

Our quotation assumes stop loss coverage is not provided by Aetna and reporting to an external vendor is included.

- We've included 12 monthly reports. If your reporting requirements change, additional fees will apply.
- If you require third-party vendor Stop Loss reporting, additional fees may apply.
- The cost for 12 monthly reports is not included in your PEPM fees and is displayed on the Programs & Services exhibit.

Aetna HealthFund® (AHF)

Our quotation assumes that any Health Reimbursement Account (HRA) for our Aetna HealthFund® plan(s) is funded by you.

Additional Products, Programs and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Billing Information

Advanced Notification of Fee Change

We'll notify you of any off-anniversary fee change within 31 days of the fee change.

Late Payment

We reserve the right to assess a late payment charge at a 12 percent annual interest rate as follows:

- if you fail to pay plan benefit payments in accordance with the terms as outlined in your Master Service Agreement.
- if you fail to pay administrative service fees within 31 days of the due date.

We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Incurred late wire interest charges will be added to a future wire request and collected through your claim wire billing account. Incurred late fee payment interest charges will be collected through the year-end accounting process.

Producer Compensation

The quoted fees don't include producer compensation.

Claim and Member Services

Runoff Claims Processing

Your administrative service fees are mature. The expenses associated with processing runoff claims following termination are covered for one year.

Medical Service Center

We've assumed that claim administration and member services for the quoted plans will be managed centrally by the Arlington, TX Service Center. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m., CT.

Reporting and Data Transfer

Aetna Intellectual Property

Under the Agreement, you may have access to certain of Aetna's Plan Sponsor reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Agreement ("Aetna IP"). Aetna will grant you, as the Plan Sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

Data Integration (Ongoing)

Options and pricing for integrating claims data from an external vendor into one or more of our systems will vary depending on the scale of your integration needs.

Banking

We've assumed that you provide funds through a bank initiated ACH wire transfer for drafts issued under the self-funded arrangement assumed in this renewal.

When claims have accumulated to more than \$20,000, a request will be sent to you and/or your bank requesting funds for the total claims from the previous day(s). For most customers, this will mean daily claim wire transfers. In addition, there will be a month end close out request on the first banking day of each subsequent month.

The proposed banking arrangement is subject to change based on results of a credit risk evaluation. We will complete an evaluation upon notification of sale.

We've assumed you'll use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Account (FSAs). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notice/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-05-01-2024.pdf>

Legislative and Regulatory Requirements

Affordable Care Act (ACA) Taxes and Fees - Notice to Self-Funded Group Health Plan's Financial Liability

The Affordable Care Act (ACA) imposed Patient-Centered Outcome Research Trust Fund fee (PCORI) on the issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

Any taxes or fees (assessments) related to the Affordable Care Act that apply to the self-insured health plans are your obligation. The Administrative Service Fee does not include any such liability or the remittance of the fees on your behalf.

NSA Payment Practices

The No Surprises Act (NSA) applies to certain out of network claims at participating facilities when the member doesn't have a choice or is unaware the provider is out of network. The law protects plan participants by limiting cost sharing to the preferred benefit level and prohibits balance billing by out of network providers. For NSA eligible claims, we will pay the out of network provider an initial payment amount. In most cases, the initial payment will be an amount equal to the qualifying payment amount as defined in NSA regulations (generally, the median contracted rate for a specific service in a geographic area). A provider may choose to go to independent dispute resolution (IDR) if the provider does not accept our payment as payment in full. During the IDR process, you authorize us to pay more than the qualified payment amount in order to reasonably settle the matter when it appears expedient to do so.

Recovery of Overpayments

Our process of recovering overpayments attempts to recoup money in the most accurate, effective, and cost-efficient manner.

When seeking recovery of overpayments from a provider, we have established the following process: If unable to recover the overpayment through other means, we may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. We may reduce future payments to the provider (including payments made to that provider involving your or other health and welfare plans that are administered by us) by the amount of the overpayment, and we will credit the recovered amount to the plan that overpaid the provider. By entering into an agreement with us, you are agreeing that its right to recover overpayments shall be governed by this process and that it has no right to recover any specific overpayment unless otherwise provided for in the Agreement.

We believe that measuring the activities described below is an important indicator of how well we service your account, as such, we have included the following performance guarantee(s) as part of our proposed offering.

This information pertains to any performance guarantee(s) shown below, or for any additional guarantees which may be offered for the same Guarantee Period. Refer to the guarantee documents for additional conditions and details.

The performance guarantee(s) described herein will not apply if the Agreement is terminated prior to the end of the Guarantee Period. In addition, all included performance guarantee(s) are subject to enrollment requirements as outlined in the financial conditions of each included guarantee.

Aggregate Maximum

The maximum payout for all guarantees combined is 20 percent of the fees at risk based on the calculation as noted in the provisions below.

General Guarantee Provisions

1. Fees at risk are calculated at the year-end reconciliation, using the paid medical administrative service fees for employees covered under each guarantee for the Guarantee Period and excludes:
 - Allowance(s)
 - Any charges for services performed which are not included on the monthly administrative service fee bill
2. Results are estimated to be available at the end of the quarter noted below, following the close of the Guarantee Period:

Second Quarter

 - Service Performance Guarantee
 - Aetna Back and Joint Care ROI
3. If the guarantee(s) have not been met, we will either:
 - Provide reimbursement to you for the amount due, or
 - Reduce future administrative fee payment(s) by the amount due to you.
4. These guarantee(s) are considered an amendment to your existing services Agreement. Continuance of your benefit plan and payment of fees constitutes an acceptance of these guarantee(s).
5. We reserve the right to revise or remove these guarantee(s) if a material change to the plan is initiated by you or legislative or regulatory action which:
 - Impacts our standard claim adjudication process, member services functions, medical management or network management
 - Changes the products, programs and services we offer you
6. The guarantee(s) are considered met if:
 - You terminate participation in products, programs and services tied directly to guarantee(s), prior to the end of the Guarantee Period.
 - You terminate your Aetna medical plan in whole or in part (defined as 50 percent or greater membership reduction from the membership we assumed in this renewal) prior to the end of the Guarantee Period, September 30, 2026.
 - You fail to meet your obligations under the Agreement (for example, a submission of incomplete eligibility or failure to fund claim payments)

Brazoria County

Guarantee Summary

Effective Date: October 01, 2025

Service Performance Guarantees

We guarantee the administration of your medical and behavioral health product(s) in the following areas:

Performance Category	Minimum Standard	Maximum Fees at Risk
Implementation		
Implementation	Average score of 3.0	2.00%
ID Card Production & Distribution	97% within 15 days	1.00%
Account Management		
Overall Account Management	Average score of 3.0	3.00%
Claim Administration		
Turnaround Time (TAT)	14 days for 90.0%	2.00%
Financial Accuracy	99.0%	2.00%
Total Claim Accuracy	95.0%	2.00%
Member Satisfaction		
Member Satisfaction	80.0%	2.00%
Member Services		
Average Speed of Answer (ASA)	30 seconds	2.50%
Abandonment Rate	2.0%	2.50%
First Call Resolution (FCR)	90.0%	1.00%
Total		20.00%

Aetna Back and Joint Care ROI Guarantee

Guaranteed Medical Metric	Guaranteed Target	Fees at Risk
Back and Joint ROI	1.5:1	\$995 per engaged member

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Guarantee Period: October 1, 2025 through September 30, 2026

Fees at Risk: 20.0%

We guarantee the administration of your medical and behavioral health product(s) in the following areas:

Category	Guarantee	Fees at Risk	Criteria
Implementation			
Implementation	An average score of 3.0 on the Implementation Evaluation Tool survey(s). Each question has a rating scale of 1 to 5 (1 = lowest, 5 = highest).		
	The results of the surveys are used to facilitate a discussion between you, your Implementation Manager and your Account Team regarding the results achieved and opportunities for improvement.	Mutually agreed upon adjustment if the final evaluation score falls below a 3.0, (meaning that service levels have not improved), up to a maximum of 2.0%.	<u>Measurement basis</u> Customer specific
	The implementation period begins at the initial implementation meeting and runs through the implementation sign-off.		<u>Measurement period</u> Annually
	If the Implementation Evaluation Tool is not completed and returned within 30 business days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.		<u>Reporting period</u> Annually
Open Enrollment ID Card Production & Distribution	97% of Open Enrollment ID cards will be produced and mailed within 15 business days following the receipt of complete, accurate and viable electronic enrollment files.	0.20% for each full business day that we fail to produce and mail ID cards within 15 business days, up to a maximum of 1.0%.	<u>Measurement basis</u> Customer specific
			<u>Measurement period</u> Annually
			<u>Reporting period</u> Annually

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Account Management

Overall Account Management	An average score of 3.0 on the semi-annual surveys for on-going account management, financial, eligibility, drafting and benefit administration. The average is based on 24 questions with a rating scale of 1 to 5 (1 = lowest, 5 = highest).	Mutually agreed upon adjustment if the final evaluation score falls below a 3.0, (meaning that service levels have not improved), up to a maximum of 3.0%.	<u>Measurement basis</u> Customer specific	
	The results of the surveys are used to facilitate a discussion between you and your Account Team regarding the results achieved and opportunities for improvement. If the online surveys are not completed within 15 business days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.		<u>Measurement period</u> Annually	
			<u>Reporting period</u> Annually	

Claim Administration

Turnaround Time (TAT)	14 calendar days for 90.0% of the processed claims on a cumulative basis.		<u>Measurement basis</u> Customer specific: ≥ 3,000 enrolled members Site Level: < 3,000 enrolled members
	We measure TAT from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). TAT excludes those claims identified as rework.	0.40% for each full day that the TAT exceeds 14 calendar days for 90.0% of the processed claims, up to a maximum of 2.0%.	<u>Measurement period</u> Annually
	Weekends and holidays are included in turnaround time.		<u>Reporting period</u> Quarterly
Financial Accuracy	99.0%		
	Financial accuracy is measured using industry accepted stratified audit methodology. The results are determined by calculating the financial accuracy for a subset of claims (a stratum). We extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. Financial accuracy includes both manual and auto adjudicated claims.	0.40% for each full 1.0% that financial accuracy drops below 99.0%, up to a maximum of 2.0%.	<u>Measurement basis</u> Unit(s) processing your claims (all customers' claims handled in that unit, not just your plan's claims)
			<u>Measurement period</u> Annually
			<u>Reporting period</u> Quarterly
	<u>Dollars Paid Correctly</u> Total Dollars Paid		
	95.0%		

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Total Claim Accuracy	Total claim accuracy is measured using industry accepted stratified audit methodology. We extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata. Accuracy in each stratum (a subset of the claim population) is calculated by:	0.40% for each full 1.0% that total claim accuracy drops below 95.0%, up to a maximum of 2.0%.	<u>Measurement basis</u>
			Unit(s) processing your claims (all customers' claims handled in that unit, not just your plan's claims)
			<u>Measurement period</u>
			Annually
	<u>Number of claims processed correctly</u>		<u>Reporting period</u>
	Total number of claims audited		Quarterly

Member Satisfaction

Member Satisfaction	Positive response rate of 80.0% or higher on the following question "please rate your overall satisfaction with Aetna". The survey assumes a 5-point scale with the top 3 responses viewed as positive. The survey is based on a statistically valid, randomly selected sample of actively enrolled members aged 18-64. Interviews are conducted on a continuous basis throughout the year.	0.40% for each full 1.0% that the member satisfaction response rate falls below 80.0%, up to a maximum of 2.0%.	<u>Measurement basis</u>
			Book of business
			<u>Measurement period</u>
			Annually
			<u>Reporting period</u>
			Quarterly

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Member Services

Average Speed of Answer (ASA)	<p>30 seconds</p> <p>ASA is the amount of time that elapses between the time a call is received into the telephone system and the time a Customer Service Professional (CSP) responds to the call. The result is calculated as follows:</p>	<p>0.50% for each full second that the ASA exceeds 30 seconds, up to a maximum of 2.50%.</p>	<p><u>Measurement basis</u> Phone skill(s) providing your customer service</p>
	<p><u>Sum of all waiting times (in seconds) for all calls answered by the queue</u></p>		<p><u>Measurement period</u> Annually</p>
	<p>Number of incoming calls answered</p>		<p><u>Reporting period</u> Quarterly</p>
	<p>ASA measures the average speed of answer for all call answered. Interactive Voice Response (IVR) system calls are not included in the measurement of ASA.</p>		<p><u>Measurement basis</u> Phone skill(s) providing your customer service</p>
Abandonment Rate	<p>2.0%</p> <p>The result is calculated as follows:</p>	<p>0.50% for each full 1.0% that the average abandonment rate exceeds 2.0%, up to a maximum of 2.50%.</p>	<p><u>Measurement basis</u> Phone skill(s) providing your customer service</p>
	<p><u>Total number of calls abandoned</u></p>		<p><u>Measurement period</u> Annually</p>
	<p>Number of calls accepted into the skill(s)</p>		<p><u>Reporting period</u> Quarterly</p>
	<p>90.0%</p>		<p><u>Measurement basis</u> Accountable unit or the business segment level that services your plan in effect at the time of the member's call</p>
First Call Resolution (FCR)	<p>We define the first call resolution rate as percentage of member calls resolved on the first call.</p>	<p>0.20% for each full 1.0% that the first call resolution rate falls below 90.0%, up to a maximum of 1.00%.</p>	<p><u>Measurement period</u> Annually</p>
			<p><u>Reporting period</u> Quarterly</p>

General Guarantee Provisions

- For purposes of the performance guarantees, the term “Business Day” is defined as Aetna’s normal business hours on any day other than a Saturday or Sunday or a day on which Aetna is closed for general business purposes.
- These guarantees do not apply to third party benefit administrators contracted by Aetna.
- This offer does not contemplate significant changes in volume of claims and calls that may occur with novel conditions or circumstances affecting broad populations that place a significant strain on the health care system and/or your plan(s). These conditions include but are not limited to COVID-19. We reserve the right to adjust the terms and factors of this guarantee in response to these conditions and/or circumstances if necessary.
- In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a payment may not be made if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.
- If we process runoff claims from a prior carrier or administrator, the performance guarantees described in this document (other than Account Management Guarantees) will begin 3 months after the Guarantee Period effective date.
- If we process runoff claims upon termination of the Agreement, the Turnaround Time, Financial Accuracy, and/or Total Claim Accuracy performance guarantee(s) will not apply to runoff claims.

Guarantee Period: October 01, 2025 through September 30, 2026**Guaranteed ROI: 1.5:1**

Aetna is providing this Back and Joint Care ROI Guarantee **on the Chronic Program** on Hinge Health's behalf. This guarantee does not include the Prevention and Acute programs. We have no legal or other responsibility for meeting this ROI guarantee and/or any payments due to you for missing the guarantee. If the guarantee is missed and you are due any payment from Hinge Health, we agree to reasonably help you in settling any related payment issues that may arise with Hinge Health.

Guarantee:

Hinge Health guarantees that the projected savings associated **with the Chronic Program**, also known as the Core Digital Care Program, of the Aetna Back and Joint Care program will be equal to one and a half (1.5) times the Guarantee Period administrative service fee of \$995 per engaged member.

Cost savings are assessed based on the reduction of pain as measured by the visual analog scale (VAS), before and after participating in the Hinge Health intensive 12-week phase.

To achieve a 1.5:1 ROI, the following calculated value needs to equal one and a half times the cost of the program:

$$(((\text{Pain at screening}) - (\text{Pain at 12 weeks})) / (\text{Pain at screening})) \times 100] \times \$71.09^* \times \text{number of participants} = \text{projected total cost saved}$$

*Based on Hinge Health's published clinical studies, the Chronic digital care pathway saves \$71.09 in Musculoskeletal (MSK) costs per participant per year for every 1 percent decrease in pain.

Example: By way of example, assume 1,000 participants go through the Chronic Program the total cost would be \$995,000 (1,000 participants multiplied by \$995). If the average pain reduction is 12% per participant, then the total program savings would equal $(12 \times \$71.09 \times 1,000) = \$853,080$. Thus the Program did not achieve the guaranteed ROI of 1.5:1.

Payment and Measurement Criteria:

If Hinge Health does not achieve a 1.5:1 ROI according to the metric above, you will receive a prorated refund up to 100 percent of the **Chronic Program** of the Aetna Back and Joint Care Guarantee Period administrative service fee.

Example: By way of example, based on the scenario described above the formula set forth would yield you a refund of \$426,280 (calculated by $[(1,492,500 - \$853,080) / \$1,492,500] \times \$995,000 = \$426,280$).

Conditions for the guarantee

We reserve the right to revise or remove the guarantee if any of the following conditions are not met.

- This guarantee requires a minimum of 50 participants engage in the Hinge Health Chronic Program by the end of the Guarantee Period.
- Member eligibility (complete, accurate and viable enrollment data; including member phone numbers) is fully loaded in our eligibility system at least 35 days prior to the effective date.



**An Aetna Renewal
Presented To**

Brazoria County

By HUB International

Annual Renewal Rating: October 1, 2025 through September 30, 2026

Plan Sponsor Number: 838904



Brazoria County

Aetna's Dental Value Story

Effective Date: October 1, 2025

At Aetna, we dedicate ourselves to help members reach their best health. As a trusted carrier for millions of dental members, Aetna is the largest integrated carrier in the business. We're also one of the first to study the benefits of dental-medical integration, which leads to better health outcomes for our members.

Improving overall health through better dental health

Dental health has a significant impact on emotional health. One's overall happiness and confidence is often impacted by the health of their teeth. Our dental program meets members where they are on their dental health journey. Aetna's member outreach and education has helped change member behaviors, allowing them to reach dental health goals.

Aetna Dental focuses on driving value through three key areas:

Tailored benefits

Targeted, local networks make it easier for members to access care and keep costs low. A variety of plan options allow you to better manage cost, coverage and access. We are driving down the cost of care with several network initiatives that include getting members better discounts, partnering with key dental providers and dental offices, mobile and teledentistry, and alternative orthodontics.

Integrated care

Our care programs use dental health and primary care information to drive improved overall health outcomes. Our Dental-Medical Integration (DMI) program is the only automated program that identifies at-risk members who haven't had recent dental care and provides proactive educational outreach and enhanced benefits to those with pregnancy, diabetes, or cardiovascular conditions.

Member empowerment

Affordable plan options provide the coverage and protection members want. Tools and information drive engagement and help members make the most of their benefits.

Large provider networks offer greater access to care, choice and flexibility.

Our National Dental Preferred Provider Organization (DPPO) and Dental Maintenance Organization (DMO) are large networks that offer greater access to care, choice and flexibility. As we meet members on their journey, we'll focus on what's important—their needs and the needs of their families. We'll personalize their experience and guide them to their best dental health.

You can learn more about Aetna here: <https://www.aetna.com/about-us.html>



Yolanda Rico-Pyron
Sr Analyst, Account Executive
Phone: (832) 423-8241
Email: Rico-PyronY@aetna.com

March 6, 2025

Brazoria County
Holly Fox
237 E. LOCUST, SUITE 203
Angleton, TX 77515

Dear Holly Fox:

Thank you for allowing us to serve your dental insurance and benefit needs over the past year.

This package provides information to help you develop the future benefits program for Brazoria County. As we approach the anniversary of our relationship, we are pleased to present you with our renewal for the 2025 contract period.

To help you understand the full financial picture of your benefit plan, we've included important information about the cost of your current program and the value we bring to you and your company.

- **Future Program Costs**

This section illustrates the cost projections to operate your current benefit program.

- **Self Insured Dental Plans**

Your dental fees will not change.

- **Programs and Services**

This section provides a summary of programs and services included in your plan of benefits.

- **Caveats**

Our renewal offer is contingent upon the parameters outlined here. It is important to note that deviations from these assumptions may result in additional charges and/or adjustments on our dental quotations. Please review this section thoroughly.

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetna.com/legal-notice/documents/large-group-dental-underwriting-self-funded-disclosure-as-of-01-01-2025.pdf>

Your renewal package remains in effect until September 30, 2026

If there are no changes that impact the conditions of this renewal as outlined in our Caveats section, the fees will remain in effect through September 30, 2026. This renewal package is considered an amendment to your existing Agreement. Continuance of your benefit plan and payment of fees constitutes your acceptance of this renewal.

If you'd like to make any plan changes or if you have any questions, please contact me by September 1, 2025 at (832) 423-8241. It's been a pleasure working with you and I look forward to our continued relationship.

Sincerely,

Yolanda Rico-Pyron
Sr Analyst, Account Executive

Firm
Brazoria County

Contact Information/Assumptions

Account Manager:	Yolanda Rico-Pyron	SIC Code:	8322
Email:	Rico-PyronY@aetna.com	Mem/EE Ratio:	1.77
Telephone:	(832) 423-8241		

Administrative Service Fees

Effective Date: October 1, 2025

End Date: September 30, 2026

Your fees include a savings for Medical.

If actual lines of business awarded differs from our proposed package of benefits, we reserve the right to revise our quoted fees.

			Current	Proposed	% Change
Guarantee Period Effective Date				10/1/2025	
Fee Basis			Mature	Mature	
Dental Fees as Billed (PEPM)	Estimated Enrollment		Current	Proposed	% Change
PPO Dental	1,759		\$2.66	\$2.66	0.0%
Plan Year Service Fees			\$56,147	\$56,147	0.0%
Service Fee Summary (Plan Year)			Current	Proposed	% Change
Administrative Service Fees			\$56,147	\$56,147	
Total Fees (incl Discounts, Credits, Broker Comp, Other Charges)			\$56,147	\$56,147	0.0%

Additional Service Fee Guarantee* (Excluding Other Charges)	% Change
Year 2 of 3 (10/1/2026) Mature	2.0%
Year 3 of 3 (10/1/2027) Mature	2.0%

Clarifications

- PEPM is defined as Per Employee Per Month.
- Please see Programs & Services for additional information. Some services may come at an additional cost to the fees shown above.
- Broker Compensation, if applicable, is subject to customer approval.
- Any Plan Year costs are based on the Estimated Enrollment and subject to change based on actual enrollment.
- Aetna retains 40 percent of the negotiated PPOII savings as a network access charge for this subset of the network
- Service Fees include the PPOII Access Fee

***Service Fee Guarantee**

Our offer includes a service fee guarantee for the guarantee period October 1, 2025 to September 30, 2028. The guaranteed service fees excluding broker compensation are listed above. The service fee guarantee is subject to the terms and conditions as stated in the caveats and is contingent upon the customer maintaining all lines of business with Aetna.

Brazoria County

Proposed Plan Designs

Effective Date: October 1, 2025

Plan Features	PPO	
	PPO Dental	
	PPO, PPO II	
	In	Out
Deductible Applies To	Basic and Major	Basic and Major
Deductible Ind/Fam	\$75 / \$225	\$75 / \$225
Preventive/Diagnostic Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Annual Benefit Maximum	\$1,500	\$1,500
Office Visit Copay	N/A	N/A
Ortho Applies To	Child Only	Child Only
Orthodontic Services	50%	50%
Orthodontic Lifetime Maximum	\$1,500	\$1,500
Orthodontics Work In Progress Exclusion	Exclusion Applies	Exclusion Applies
R&C	N/A	80% - Billed
Partial List of Plan Provisions		
Root Canal Therapy	80%	80%
Osseous Surgery	80%	80%
Removal of Impacted Tooth	80%	80%
General Anesthesia	80%	80%
Implants	0%	0%
Posterior Composite	80%	80%
Prosthetic Replacement	5 Years	5 Years
Fluoride Age Limit	To Age 16	To Age 16
Sealant Age Limit	To Age 16	To Age 16
Non-surgical TMJ Service	Not Covered	Not Covered
Missing Tooth Exclusion	Exclusion Does Not Apply	Exclusion Does Not Apply

This material is for informational purposes only and is neither an offer of coverage nor dental advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract.

Benefits may vary due to state specific mandates and/or filing limitations.

Consult the plan documents: Schedule of Benefits, Certificate of Coverage, Evidence of Coverage, Group Agreement, and Group Insurance Certificate, to determine governing contractual provisions, including procedures, exclusions and limitations relating to Benefits described in this document are specific to your plan and otherwise our standards will apply. While this material is believed to be accurate as of the print date, it is subject to change.

Brazoria County

Experience Exhibit

Effective Date: October 1, 2025

- This exhibit displays the historical experience used in the development of the rates.
- Claims displayed are on Paid basis
- Lagged Members shown are staggered and will not match enrollment for the listed month on other reports.

Current Year's Experience (Excludes DMO) - Experience Group 1

Month	Subscribers	Lagged Subscribers	Members	Lagged Members	Total Dental Claims
202402	1,734	1,731	3,070	3,066	\$70,412
202403	1,725	1,734	3,055	3,070	\$76,760
202404	1,720	1,725	3,048	3,055	\$95,030
202405	1,727	1,720	3,051	3,048	\$81,601
202406	1,739	1,727	3,069	3,051	\$84,800
202407	1,739	1,739	3,069	3,069	\$65,941
202408	1,741	1,739	3,080	3,069	\$81,260
202409	1,741	1,741	3,079	3,080	\$94,412
202410	1,746	1,741	3,108	3,079	\$89,413
202411	1,755	1,746	3,122	3,108	\$99,209
202412	1,752	1,755	3,109	3,122	\$84,581
202501	1,759	1,752	3,111	3,109	\$78,924
Totals	20,878	20,850	36,971	36,926	\$1,002,344
Current Year Paid Claims PEPM					\$48.07

ASC Claim Development

Effective Date: October 1, 2025

- The components of your renewal expected claim change are detailed below.
- The current Net Adjusted Incurred Claims Per Employee Per Month (PEPM) are trended forward to the Renewal Rate Period.
- Adjusted Paid Claims PEPM are blended with Manual Claims PEPM, if applicable, to develop a blended expected claim PEPM.
- An adjustment for renewal benefit change is added if applicable.
- This exhibit excludes Dental Maintenance Organization information and may include information from other carriers.

Experience Grouping: Experience Group 1

Contract Period: 10/1/2025 - 9/30/2026		Current Year Experience	
Claim Basis:		Paid	
Year Experience Period:	2/1/2024	-	1/31/2025
Paid Through:	1/31/2025		
Dental Lag Months:		1	
Subscriber / Member Months:	20,850	/	36,926
Experience Period Average Subscribers:	1,738		
		Dental PEPM	
1. Paid Claims			\$48.07
2. Adjustment for Change in Network			0.9998
3. Adjustment for Change in Plan			1.0006
4. Underwriting Adjustment			1.0000
5. Adjusted Paid Claims (1 x 2 x 3 x 4)			\$48.09
6. Trend			
a. Annual Trend Factor			5.80%
b. # of Months of Trend			20.0
c. Projection Factor			1.0985
7. Experience Based Projected Claims (5 x 6c)			\$52.83
8. Experience Weighting			100.0%
		Blended Results	
9. Experience Blended Projected Claims			\$52.83
10. Experience Credibility			100.0%
11. Manual (CRC) Projected Claims			\$50.07
12. Blended Projected Claims			\$52.83

Brazoria County

Programs & Services - ASC

Effective Date: October 1, 2025

Program Summary	PPO Dental
General Admin	
Claim Fiduciary-Option 4 - Aetna 90% of Fiduciary Role & External Review	Yes
Communication Materials	Yes
Customer Team Services	Yes
Designated billing, eligibility, plan set up, underwriting and drafting services	Yes
Eligibility (Standard)	Yes
Experienced Account Management Team	Yes
Review or draft plan documents	Yes
Banking	
Alternate Stockpiling	Yes
Banking Method-Bank Initiated ACH	Yes
Funding Basis-Cleared	Yes
Claim and Member Services	
Aetna Voice Advantage® Level 2	Yes
Claim Administration	Yes
Dental Medical Integration (DMI)	Yes
Digital ID Cards	Yes
Member Services	Yes
Special Investigations/Zero Tolerance Fraud Unit	Yes
Network Information	
Network Access	Yes
Provider Relations	Yes
Web Tools	
Claim Research/forms/Contact us (English & Spanish Version)	Yes
Member Website and Mobile Experience	Yes
Aetna Discount Program	
Aetna Discount Program - at home products, fitness, hearing, LifeMart® shopping website, natural products and services, oral health care, vision, weight management	Yes
Reporting	
Analytic Consultation from Plan Sponsor Insights (5 hours)	Yes

For the purposes of this document, Aetna may be referred to using "we", "our" or "us" and Brazoria County may be referred to using "you" or "your".

Underwriting Caveats

Your pricing considers all the products, programs and services you have with us and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore, fees will not be reduced if termination occurs prior to the end of the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll have to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If you are not notified of the change in advance, such difference will be reconciled in the annual accounting for the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

Enrollment

There is a 10 percent change in the number of enrolled employees from our enrollment assumptions or from any subsequently reset enrollment assumptions. Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio

The member-to-employee ratio changes by more than 10 percent from the 1.77 ratio assumed in this quote.

Projected Processed Claim Transactions (PCT) Per Employee

The actual PCT ratio changes by more than 10 percent from the 3.2 ratio assumed in this quote.

Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which materially affects the cost of the plan. This includes, but is not limited to, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

Multi-Year Provision

You place the products, programs and services included in this multi-year fee guarantee out to bid with an effective date prior to September 30, 2026, then this guarantee is no longer valid.

Non-Compliance Notice

In the event that any of these provisions are not met or you terminate the contract prior to the end of the Guarantee Period, you'll be required to remit the total amount of any prior reduction in fees and/or charges, except where prohibited [as allowed by legislative or regulatory action]. Such amount shall be remitted to us within 30 days of our notice regarding your non-compliance or termination, as applicable.

Multiple Employer Welfare Arrangements (MEWAs) and Employer Association Health Plans (AHPs)

This quote was prepared based on the demographic information for eligible enrollees, including their home zip codes, in accordance with all applicable mandates. We must be notified immediately of any changes that affect plan locations due to new or changing enrollment statuses. We will evaluate regulatory requirements and may not be able to extend coverage in states which prohibit large group coverage through MEWAs and AHPs.

Assumptions**Underwriting****Agreement Provisions**

Our quotation assumes our standard Agreement provisions and claim settlement practices apply unless otherwise stated.

Aetna Medical/Dental Coverage

The proposed medical and dental fees are contingent upon you purchasing both medical and dental lines of coverage.

Plan Design

This renewal is based on the current benefit plan designs, plus any noted deviations.

Claim Fiduciary

Our renewal assumes we'll provide mandatory Level I (benefit review and determination of claims) and Level II (deciding appeals and final claims determination) appeals. We'll also write the letter to the member to communicate the appeal decision. We'll defend any lawsuit originating during or after completion of the first two levels of appeal. You'll act as claim fiduciary for all voluntary appeals after Level I and Level II appeals are exhausted.

Waiting Period

New employees must complete the waiting period designated by their employer prior to enrolling in one of our plans. The waiting period must be consistently applied within a class of employees.

Additional Products and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs of these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Billing Information

Advanced Notification of Fee Change

We'll notify you of any fee change at least 31 days prior to the effective date of fee change.

Late Payment

We'll assess a late payment charge at a 12 percent interest rate if you fail to pay plan benefit payments or administrative service fees on a timely basis as outlined in the Agreement. We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Producer Compensation

The quoted fees don't include producer compensation.

Claim and Member Services

Runoff Claim Processing

Your administrative service fees are mature. The expenses associated with processing runoff claims following termination are covered for one year.

Dental Service Center

Claim administration and member services for the quoted plans will be centrally managed. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m., local time (based on where the member resides).

Reporting and Data Transfer

Aetna Intellectual Property

Under the Agreement, you may have access to certain of Aetna's Plan Sponsor reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Agreement ("Aetna IP"). Aetna will grant you, as the Plan Sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

Data Transfer at Termination

Upon contract termination, we agree to cooperate with succeeding administrators in producing and transferring required claim and enrollment data. Data will be transferred within 30 days after determination of specific format and content requirements, subject to a charge that is based on direct labor cost and data processing time.

Banking

We've assumed that you provide funds through a bank initiated ACH wire transfer for drafts clearing the bank under the self-funded arrangement assumed in this renewal.

Our standard banking arrangement is to request funds when claims have accumulated to more than \$20,000. In this arrangement, a wire request is sent to you and/or your bank requesting funds for the total claims from the previous day(s). In place of this arrangement, we'll request funds for claims. In addition, there will be a month end close out request on the first banking day of each subsequent month. We've included the cost for this service in your Guaranteed Fees.

The proposed banking arrangement is subject to change based on results of a credit risk evaluation. We will complete an evaluation upon notification of sale.

We've assumed you'll use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Account (FSAs). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notice/documents/large-group-dental-underwriting-self-funded-disclosure-as-of-01-01-2025.pdf>

Legislative and Regulatory Requirements

Fees and Assessments

This proposal is intended to be compliant with health care reform. Aetna reserves the right to modify its products, services, rates, and fees, in response to legislation, regulation or requests of government authorities resulting in changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

Recovery of Overpayments

Our process of recovering overpayments attempts to recoup money in the most accurate, effective, and cost-efficient manner. We have provided more detail below on how we recover overpayments.

When seeking recovery of overpayments from a provider, we have established the following process: If unable to recover the overpayment through other means, we may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. We may reduce future payments to the provider (including payments made to that provider involving your or other health and welfare plans that are administered by us) by the amount of the overpayment, and we will credit the recovered amount to the plan that overpaid the provider. By entering into an agreement with us, you are agreeing that your right to recover overpayments shall be governed by this process and that you have no right to recover any specific overpayment unless otherwise provided for in the Agreement.



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Acromegaly	BYNFEZIA PEN	22.25%
Acromegaly	LANREOTIDE ACETATE INJ	22.25%
Acromegaly	OCTREOTIDE	22.25%
Acromegaly	SANDOSTATIN	22.25%
Acromegaly	SOMATULINE	22.25%
Acromegaly	SOMAVERT	22.25%
Alcohol Dependency	PROBUPHINE	22.25%
Alcohol Dependency	SUBLOCADE	22.25%
Alcohol Dependency	VIVITROL	22.25%
Allergen Immunotherapy	ORALAIR	22.25%
Allergen Immunotherapy	PALFORZIA	22.25%
Allergic Asthma	CINQAIR	22.25%
Allergic Asthma	DUPIXENT_ASTHMA	22.25%
Allergic Asthma	FASENRA	22.25%
Allergic Asthma	NUCALA	22.25%
Allergic Asthma	TEZSPIRE	22.25%
Allergic Asthma	XOLAIR	22.25%
Alpha-1 Antitrypsin Deficiency	ARALAST NP	22.25%
Alpha-1 Antitrypsin Deficiency	GLASSIA	22.25%
Alpha-1 Antitrypsin Deficiency	ZEMAIRA	22.25%
Amyloidosis	AMVUTTRA	22.25%
Amyloidosis	ONPATTRO	22.25%
Amyloidosis	VYNDAMAX	22.25%
Amyloidosis	VYNDAQEL	22.25%
Anemia	ARANESP	22.25%
Anemia	ENJAYMO	22.25%
Anemia	EPOGEN	22.25%
Anemia	PROCRI	22.25%
Anemia	REBLOZYL	22.25%
Anemia	RETACRI	22.25%
Atopic Dermatitis	ADBRY	22.25%
Atopic Dermatitis	CIBINQO	22.25%
Atopic Dermatitis	DUPIXENT_ATOPIC DERMATITIS	22.25%
Bone Disorders - Other	VOXZOGO	22.25%
Botulinum Toxins	DYSPO	22.25%
Botulinum Toxins	MYOBLOC	22.25%
Botulinum Toxins	XEOMIN	22.25%
Cardiac Disorders	CAMZYOS	22.25%
Cardiac Disorders	DOFETILIDE	22.25%
Cardiac Disorders	TIKOSYN	22.25%
Coagulation Disorders	CEPROTIN	22.25%
Contraceptives	KYLEENA	22.25%
Contraceptives	LILETTA	22.25%
Contraceptives	MIRENA	22.25%
Contraceptives	NEXPLANON	22.25%
Contraceptives	SKYLA	22.25%
Cryopyrin Associated Periodic Syndromes	ARCALYST	22.25%
Cryopyrin Associated Periodic Syndromes	ILARIS	22.25%
Cystic Fibrosis	BETHKIS	22.25%
Cystic Fibrosis	BRONCHITOL	22.25%
Cystic Fibrosis	CAYSTON	22.25%
Cystic Fibrosis	KITABIS PAK	22.25%
Cystic Fibrosis	PULMOZYME	22.25%
Cystic Fibrosis	TOBI	22.25%
Cystic Fibrosis	TOBI PODHALER	22.25%
Cystic Fibrosis	TOBRAMYCIN	22.25%
Dupuytren's Contracture	XIAFLEX	22.25%
Electrolyte Disorders	SAMSCA	22.25%



Specialty Fee Schedule
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Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Electrolyte Disorders	TOLVAPTAN	22.25%
Endocrine Disorders	CORTROPHIN	22.25%
Enzyme Deficiency Disorders - Other	NITISINONE	22.25%
Gastrointestinal	GATTEX	22.25%
Gastrointestinal	MYTESI	22.25%
Gastrointestinal	OCALIVA	22.25%
Gastrointestinal	SOLESTA	22.25%
Gout	KRYSTEXXA	22.25%
Growth Hormone	EGRIFTA	22.25%
Growth Hormone	GENOTROPIN	22.25%
Growth Hormone	HUMATROPE	22.25%
Growth Hormone	INCRELEX	22.25%
Growth Hormone	MACRILEN	22.25%
Growth Hormone	NORDITROPIN	22.25%
Growth Hormone	NUTROPIN	22.25%
Growth Hormone	OMNITROPE	22.25%
Growth Hormone	SAIZEN	22.25%
Growth Hormone	SEROSTIM	22.25%
Growth Hormone	SKYTROFA	22.25%
Growth Hormone	ZOMACTON	22.25%
Growth Hormone	ZORBTIVE	22.25%
Hematopoietics	MOZOBIL	22.25%
Hemophilia	ADVATE	22.25%
Hemophilia	ADYNOVATE	22.25%
Hemophilia	AFSTYLA	22.25%
Hemophilia	ALPHANATE	22.25%
Hemophilia	ALPHANINE SD	22.25%
Hemophilia	ALPROLIX	22.25%
Hemophilia	BENEFIX	22.25%
Hemophilia	COAGADEX	22.25%
Hemophilia	CORIFACT	22.25%
Hemophilia	ELOCTATE	22.25%
Hemophilia	ESPEROCT	22.25%
Hemophilia	FEIBA	22.25%
Hemophilia	FIBRYGA	22.25%
Hemophilia	HEMLIBRA	22.25%
Hemophilia	HEMOFIL M	22.25%
Hemophilia	HUMATE-P	22.25%
Hemophilia	IDELVION	22.25%
Hemophilia	IXINITY	22.25%
Hemophilia	JIVI	22.25%
Hemophilia	KOATE	22.25%
Hemophilia	KOGENATE	22.25%
Hemophilia	KOVALTRY	22.25%
Hemophilia	MONONINE	22.25%
Hemophilia	NOVOEIGHT	22.25%
Hemophilia	NOVOSEVEN RT	22.25%
Hemophilia	NUWIQ	22.25%
Hemophilia	OBIZUR	22.25%
Hemophilia	PROFILNINE SD	22.25%
Hemophilia	REBINYN	22.25%
Hemophilia	RECOMBINATE	22.25%
Hemophilia	RIASTAP	22.25%
Hemophilia	RIXUBIS	22.25%
Hemophilia	SEVENFACT	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Hemophilia	STIMATE	22.25%
Hemophilia	TRETTEN	22.25%
Hemophilia	VONVENDI	22.25%
Hemophilia	WILATE	22.25%
Hemophilia	XYNTHA	22.25%
Hepatitis B	ADEFOVIR DIPIVOXIL	22.25%
Hepatitis B	BARACLUDE	22.25%
Hepatitis B	ENTECAVIR	22.25%
Hepatitis B	EPIVIR HBV	22.25%
Hepatitis B	HEPSERA	22.25%
Hepatitis B	LAMIVUDINE_HEPB	22.25%
Hepatitis B	VEMLIDY	22.25%
Hepatitis C	EPCLUSA	22.25%
Hepatitis C	HARVONI	22.25%
Hepatitis C	LEDIPASVIR/SOFOSBUVIR	22.25%
Hepatitis C	MAVYRET	22.25%
Hepatitis C	PEGASYS	22.25%
Hepatitis C	PEG-INTRON	22.25%
Hepatitis C	RIBAVIRIN	22.25%
Hepatitis C	SOFOSBUVIR/VELPATASVIR	22.25%
Hepatitis C	SOVALDI	22.25%
Hepatitis C	VIEKIRA PAK	22.25%
Hepatitis C	VOSEVI	22.25%
Hepatitis C	ZEPATIER	22.25%
Hereditary Angioedema	BERINERT	22.25%
Hereditary Angioedema	CINRYZE	22.25%
Hereditary Angioedema	FIRAZYR	22.25%
Hereditary Angioedema	HAEGARDA	22.25%
Hereditary Angioedema	ICATIBANT ACETATE	22.25%
Hereditary Angioedema	KALBITOR	22.25%
Hereditary Angioedema	RUCONEST	22.25%
Hereditary Angioedema	TAKHZYRO	22.25%
HIV	ABACAVIR	22.25%
HIV	ABACAVIR SULFATE-LAMIVUDINE	22.25%
HIV	ABACAVIR SULFATE-LAMIVUDINE-ZIDOVUDINE	22.25%
HIV	APRETUDE	22.25%
HIV	APTIVUS	22.25%
HIV	ATAZANAVIR SULFATE	22.25%
HIV	ATRIPLA	22.25%
HIV	BIKTARVY	22.25%
HIV	CABENUVA	22.25%
HIV	CIMDUO	22.25%
HIV	COMBIVIR	22.25%
HIV	COMPLERA	22.25%
HIV	CRIXIVAN	22.25%
HIV	DELSTRIGO	22.25%
HIV	DESCOVY	22.25%
HIV	DIDANOSINE	22.25%
HIV	DOVATO	22.25%
HIV	EDURANT	22.25%
HIV	EFAVIRENZ	22.25%
HIV	EFAVIRENZ/LAMIVUDINE/TENOFOVIR	22.25%
HIV	EFAVIRENZ-EMTRICITABINE-TENOFOVIR DISOPROXIL FUMARATE	22.25%
HIV	EMTRICITABINE	22.25%
HIV	EMTRICITABINE-TENOFOVIR DISOPROXIL FUMARATE	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
HIV	EMTRIVA	22.25%
HIV	EPIVIR	22.25%
HIV	EPZICOM	22.25%
HIV	ETRAVIRINE	22.25%
HIV	EVOTAZ	22.25%
HIV	FOSAMPRENAVIR	22.25%
HIV	FUZEON	22.25%
HIV	GENVOYA	22.25%
HIV	INTELENCE	22.25%
HIV	INVIRASE	22.25%
HIV	ISENTRESS	22.25%
HIV	JULUCA	22.25%
HIV	KALETRA	22.25%
HIV	LAMIVUDINE/ZIDOVUDINE	22.25%
HIV	LAMIVUDINE_HIV	22.25%
HIV	LEXIVA	22.25%
HIV	LOPINAVIR/RITONAVIR	22.25%
HIV	MARAVIROC	22.25%
HIV	NEVIRAPINE	22.25%
HIV	NORVIR	22.25%
HIV	ODEFSEY	22.25%
HIV	PIFELTRO	22.25%
HIV	PREZCOBIX	22.25%
HIV	PREZISTA	22.25%
HIV	RESCRIPTOR	22.25%
HIV	RETROVIR	22.25%
HIV	REYATAZ	22.25%
HIV	RITONAVIR	22.25%
HIV	RUKOBIA	22.25%
HIV	SELZENTRY	22.25%
HIV	STAVUDINE	22.25%
HIV	STRIBILD	22.25%
HIV	SUNLENCA	22.25%
HIV	SUSTIVA	22.25%
HIV	SYMFI	22.25%
HIV	SYMTUZA	22.25%
HIV	TEMIXYS	22.25%
HIV	TENOFOVIR DISOPROXIL FUMA	22.25%
HIV	TIVICAY	22.25%
HIV	TRIUMEQ	22.25%
HIV	TRIZIVIR	22.25%
HIV	TROGARZO	22.25%
HIV	TRUVADA	22.25%
HIV	TYBOST	22.25%
HIV	VIDEX	22.25%
HIV	VIRACEPT	22.25%
HIV	VIRAMUNE	22.25%
HIV	VIRAMUNE XR	22.25%
HIV	VIREAD	22.25%
HIV	ZIAGEN	22.25%
HIV	ZIDOVUDINE	22.25%
Hormonal Therapies	AVEED	22.25%
Hormonal Therapies	ELIGARD	22.25%
Hormonal Therapies	FENSOLVI	22.25%
Hormonal Therapies	FIRMAGON	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Hormonal Therapies	LEUPROLIDE ACETATE	22.25%
Hormonal Therapies	LEUPROLIDE ACETATE_BRAND	22.25%
Hormonal Therapies	LUPANETA PACK	22.25%
Hormonal Therapies	LUPRON DEPOT	22.25%
Hormonal Therapies	NATPARA	22.25%
Hormonal Therapies	SUPPRELIN	22.25%
Hormonal Therapies	TRELSTAR	22.25%
Hormonal Therapies	VANTAS	22.25%
Hormonal Therapies	ZOLADEX	22.25%
I.V.I.G.	ASCENIV	22.25%
I.V.I.G.	BIVIGAM	22.25%
I.V.I.G.	CARIMUNE	22.25%
I.V.I.G.	CUTAQUIG	22.25%
I.V.I.G.	CUVITRU	22.25%
I.V.I.G.	CYTOGAM	22.25%
I.V.I.G.	FLEBOGAMMA	22.25%
I.V.I.G.	GAMASTAN S/D	22.25%
I.V.I.G.	GAMMAGARD	22.25%
I.V.I.G.	GAMMAGARD LIQUID	22.25%
I.V.I.G.	GAMMAKED	22.25%
I.V.I.G.	GAMMAPLEX	22.25%
I.V.I.G.	GAMUNEX	22.25%
I.V.I.G.	HEPAGAM B	22.25%
I.V.I.G.	HIZENTRA	22.25%
I.V.I.G.	HYPERHEP B	22.25%
I.V.I.G.	HYPERRHO S/D	22.25%
I.V.I.G.	HYQVIA	22.25%
I.V.I.G.	MICRHOGAM	22.25%
I.V.I.G.	NABI-HB	22.25%
I.V.I.G.	OCTAGAM	22.25%
I.V.I.G.	PANZYGA	22.25%
I.V.I.G.	PRIVIGEN	22.25%
I.V.I.G.	RHOGAM	22.25%
I.V.I.G.	RHOPHYLAC	22.25%
I.V.I.G.	VARIZIG	22.25%
I.V.I.G.	WINRHO	22.25%
I.V.I.G.	XEMBIFY	22.25%
Infectious Disease	ACTIMMUNE	22.25%
Infectious Disease	ALFERON N	22.25%
Infectious Disease	NUZYRA	22.25%
Infectious Disease	XENLETA	22.25%
Infertility	CETRORELIX ACETATE	22.25%
Infertility	CETROTIDE	22.25%
Infertility	CHORIONIC GONADOTROPIN	22.25%
Infertility	FOLLISTIM AQ	22.25%
Infertility	FYREMADEL	22.25%
Infertility	GANIRELIX ACETATE	22.25%
Infertility	GANIRELIX ACETATE_BRAND	22.25%
Infertility	GONAL-F	22.25%
Infertility	MENOPUR	22.25%
Infertility	NOVAREL	22.25%
Infertility	OVIDREL	22.25%
Infertility	PREGNYL	22.25%
Inflammatory Bowel Disease	CIMZIA	22.25%
Inflammatory Bowel Disease	ENTYVIO	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Inflammatory Bowel Disease	RENFLEXIS	22.25%
Iron Overload	DEFERASIROX	22.25%
Iron Overload	DEFERIPRONE	22.25%
Iron Overload	DEFEROXAMINE	22.25%
Iron Overload	DESFERAL	22.25%
Iron Overload	EXJADE	22.25%
Iron Overload	JADENU	22.25%
Lysosomal Storage Diseases	ALDURAZYME	22.25%
Lysosomal Storage Diseases	CERDELGA	22.25%
Lysosomal Storage Diseases	CEREZYME	22.25%
Lysosomal Storage Diseases	CYSTAGON	22.25%
Lysosomal Storage Diseases	ELAPRASE	22.25%
Lysosomal Storage Diseases	ELELYSO	22.25%
Lysosomal Storage Diseases	FABRAZYME	22.25%
Lysosomal Storage Diseases	KANUMA	22.25%
Lysosomal Storage Diseases	LUMIZYME	22.25%
Lysosomal Storage Diseases	MIGLUSTAT	22.25%
Lysosomal Storage Diseases	NAGLAZYME	22.25%
Lysosomal Storage Diseases	NEXVIAZYME	22.25%
Lysosomal Storage Diseases	VIMIZIM	22.25%
Lysosomal Storage Diseases	VPRIV	22.25%
Lysosomal Storage Diseases	XENPOZYME	22.25%
Mental Health Conditions	SPRAVATO	22.25%
Mental Health Conditions	ZULRESSO	22.25%
Mental Health Conditions	ZYPREXA RELPREVV	22.25%
Migraine	AIMOVIG	22.25%
Migraine	AJOVY	22.25%
Migraine	EMGALITY	22.25%
Movement Disorders	APOKYN	22.25%
Movement Disorders	APOMORPHINE HYDROCHLORIDE INJ	22.25%
Movement Disorders	AUSTEDO	22.25%
Movement Disorders	DROXIDOPA	22.25%
Movement Disorders	DUOPA	22.25%
Movement Disorders	INGREZZA	22.25%
Movement Disorders	KYNMOBI	22.25%
Movement Disorders	NORTHERA	22.25%
Movement Disorders	NOURIANZ	22.25%
Movement Disorders	NUPLAZID	22.25%
Movement Disorders	RADICAVA ORS	22.25%
Movement Disorders	RELYVRIO	22.25%
Movement Disorders	TETRABENAZINE	22.25%
Movement Disorders	XENAZINE	22.25%
Multiple Sclerosis	AMPYRA	22.25%
Multiple Sclerosis	AUBAGIO	22.25%
Multiple Sclerosis	AVONEX	22.25%
Multiple Sclerosis	BAFIERTAM	22.25%
Multiple Sclerosis	BETASERON	22.25%
Multiple Sclerosis	COPAXONE 20	22.25%
Multiple Sclerosis	COPAXONE 40	22.25%
Multiple Sclerosis	DALFAMPRIDINE	22.25%
Multiple Sclerosis	DIMETHYL FUMARATE	22.25%
Multiple Sclerosis	EXTAVIA	22.25%
Multiple Sclerosis	FINGOLIMOD	22.25%
Multiple Sclerosis	GILENYA	22.25%
Multiple Sclerosis	GLATIRAMER ACETATE 20	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Multiple Sclerosis	GLATIRAMER ACETATE 40	22.25%
Multiple Sclerosis	GLATOPA 20	22.25%
Multiple Sclerosis	GLATOPA 40	22.25%
Multiple Sclerosis	KESIMPTA	22.25%
Multiple Sclerosis	LEMTRADA	22.25%
Multiple Sclerosis	MAVENCLAD	22.25%
Multiple Sclerosis	MAYZENT	22.25%
Multiple Sclerosis	MITOXANTRONE	22.25%
Multiple Sclerosis	OCREVUS	22.25%
Multiple Sclerosis	PLEGRIDY	22.25%
Multiple Sclerosis	PONVORY	22.25%
Multiple Sclerosis	REBIF	22.25%
Multiple Sclerosis	TECFIDERA	22.25%
Multiple Sclerosis	TYSABRI	22.25%
Multiple Sclerosis	VUMERITY	22.25%
Multiple Sclerosis	ZEPOSIA	22.25%
Neurological Disorders	ADUHELM	22.25%
Neuromuscular	VYVGART	22.25%
Neutropenia	FULPHILA	22.25%
Neutropenia	FYLNETRA	22.25%
Neutropenia	GRANIX	22.25%
Neutropenia	LEUKINE	22.25%
Neutropenia	NEULASTA	22.25%
Neutropenia	NEUPOGEN	22.25%
Neutropenia	NIVESTYM	22.25%
Neutropenia	NYVEPRIA	22.25%
Neutropenia	RELEUKO	22.25%
Neutropenia	ROLVEDON	22.25%
Neutropenia	STIMUFEND	22.25%
Neutropenia	UDENYCA	22.25%
Neutropenia	ZARXIO	22.25%
Neutropenia	ZIEXTENZO	22.25%
Ocular Disorders	DURYSTA	22.25%
Ocular Disorders	SUSVIMO	22.25%
Oncology - Injectable	ABRAXANE	22.25%
Oncology - Injectable	ADCETRIS	22.25%
Oncology - Injectable	AKYNZEO INJ	22.25%
Oncology - Injectable	ALYMSYS	22.25%
Oncology - Injectable	ARZERRA	22.25%
Oncology - Injectable	ASPARLAS	22.25%
Oncology - Injectable	AVASTIN	22.25%
Oncology - Injectable	AZACITIDINE	22.25%
Oncology - Injectable	BELEODAQ	22.25%
Oncology - Injectable	BELRAPZO	22.25%
Oncology - Injectable	BENDAMUSTINE HYDROCHLORID	22.25%
Oncology - Injectable	BENDEKA	22.25%
Oncology - Injectable	BESPONSA	22.25%
Oncology - Injectable	BLINCYTO	22.25%
Oncology - Injectable	BORTEZOMIB	22.25%
Oncology - Injectable	BORTEZOMIB FOR INJ	22.25%
Oncology - Injectable	BORTEZOMIB FOR INJ_ BRAND	22.25%
Oncology - Injectable	CYRAMZA	22.25%
Oncology - Injectable	DACOGEN	22.25%
Oncology - Injectable	DARZALEX	22.25%
Oncology - Injectable	DECITABINE	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Oncology - Injectable	EMPLICITI	22.25%
Oncology - Injectable	ENHERTU	22.25%
Oncology - Injectable	ERBITUX	22.25%
Oncology - Injectable	ERWINAZE	22.25%
Oncology - Injectable	EVOMELA	22.25%
Oncology - Injectable	FOLOTYN	22.25%
Oncology - Injectable	GAZYVA	22.25%
Oncology - Injectable	HALAVEN	22.25%
Oncology - Injectable	HERCEPTIN	22.25%
Oncology - Injectable	HERCEPTIN HYLECTA	22.25%
Oncology - Injectable	HERZUMA	22.25%
Oncology - Injectable	IMFINZI	22.25%
Oncology - Injectable	IMJUDO	22.25%
Oncology - Injectable	INTRON A	22.25%
Oncology - Injectable	ISTODAX	22.25%
Oncology - Injectable	IXEMPRA	22.25%
Oncology - Injectable	JEMPERLI	22.25%
Oncology - Injectable	JEVTANA	22.25%
Oncology - Injectable	KADCYLA	22.25%
Oncology - Injectable	KANJINTI	22.25%
Oncology - Injectable	KEYTRUDA	22.25%
Oncology - Injectable	KHAPZORY	22.25%
Oncology - Injectable	KYPROLIS	22.25%
Oncology - Injectable	LEVOLEUCOVORIN CALCIUM	22.25%
Oncology - Injectable	LUMOXITI	22.25%
Oncology - Injectable	LUNSUMIO	22.25%
Oncology - Injectable	MARGENZA	22.25%
Oncology - Injectable	MVASI	22.25%
Oncology - Injectable	MYLOTARG	22.25%
Oncology - Injectable	OGIVRI	22.25%
Oncology - Injectable	ONCASPAR	22.25%
Oncology - Injectable	ONIVYDE	22.25%
Oncology - Injectable	ONTRUZANT	22.25%
Oncology - Injectable	OPDIVO	22.25%
Oncology - Injectable	OPDUALAG	22.25%
Oncology - Injectable	PACLITAXEL PROTEIN-BOUND	22.25%
Oncology - Injectable	PACLITAXEL PROTEIN-BOUND_BRAND	22.25%
Oncology - Injectable	PADCEV	22.25%
Oncology - Injectable	PERJETA	22.25%
Oncology - Injectable	PHESGO	22.25%
Oncology - Injectable	POLIVY	22.25%
Oncology - Injectable	PORTRAZZA	22.25%
Oncology - Injectable	POTELIGEO	22.25%
Oncology - Injectable	PRALATREXATE	22.25%
Oncology - Injectable	PROLEUKIN	22.25%
Oncology - Injectable	RIABNI	22.25%
Oncology - Injectable	RITUXAN	22.25%
Oncology - Injectable	RITUXAN HYCELA	22.25%
Oncology - Injectable	ROMIDEPSIN	22.25%
Oncology - Injectable	ROMIDEPSIN_BRAND	22.25%
Oncology - Injectable	RUXIENCE	22.25%
Oncology - Injectable	RYBREVANT	22.25%
Oncology - Injectable	RYLAZE	22.25%
Oncology - Injectable	SARCLISA	22.25%
Oncology - Injectable	SYLVANT	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Oncology - Injectable	TECENTRIQ	22.25%
Oncology - Injectable	TEMODAR (INJECTABLE)	22.25%
Oncology - Injectable	TEMSIROLIMUS	22.25%
Oncology - Injectable	TEPADINA	22.25%
Oncology - Injectable	THYROGEN	22.25%
Oncology - Injectable	TIVDAK	22.25%
Oncology - Injectable	TORISEL	22.25%
Oncology - Injectable	TRAZIMERA	22.25%
Oncology - Injectable	TREANDA	22.25%
Oncology - Injectable	TRUXIMA	22.25%
Oncology - Injectable	VALRUBICIN	22.25%
Oncology - Injectable	VALSTAR	22.25%
Oncology - Injectable	VECTIBIX	22.25%
Oncology - Injectable	VELCADE	22.25%
Oncology - Injectable	VIDAZA	22.25%
Oncology - Injectable	VYXEOS	22.25%
Oncology - Injectable	XGEVA	22.25%
Oncology - Injectable	YERVOY	22.25%
Oncology - Injectable	YONDELIS	22.25%
Oncology - Injectable	ZALTRAP	22.25%
Oncology - Injectable	ZEPZELCA	22.25%
Oncology - Injectable	ZIRABEV	22.25%
Oncology - Injectable	ZOLEDRONIC ACID_ONC	22.25%
Oncology - Injectable	ZOLEDRONIC ACID_ONC_BRAND	22.25%
Oncology - Oral	ABIRATERONE ACETATE	22.25%
Oncology - Oral	AFINITOR	22.25%
Oncology - Oral	ALECENSA	22.25%
Oncology - Oral	BALVERSA	22.25%
Oncology - Oral	BEXAROTENE CAP	22.25%
Oncology - Oral	BEXAROTENE GEL	22.25%
Oncology - Oral	BOSULIF	22.25%
Oncology - Oral	BRAFTOVI	22.25%
Oncology - Oral	CABOMETIX	22.25%
Oncology - Oral	CAPECITABINE	22.25%
Oncology - Oral	COMETRIQ	22.25%
Oncology - Oral	COPIKTRA	22.25%
Oncology - Oral	COTELLIC	22.25%
Oncology - Oral	DAURISMO	22.25%
Oncology - Oral	ERIVEDGE	22.25%
Oncology - Oral	ERLEADA	22.25%
Oncology - Oral	ERLOTINIB HYDROCHLORIDE	22.25%
Oncology - Oral	EVEROLIMUS_ONC	22.25%
Oncology - Oral	FARYDAK	22.25%
Oncology - Oral	GAVRETO	22.25%
Oncology - Oral	GLEEVEC	22.25%
Oncology - Oral	GLEOSTINE	22.25%
Oncology - Oral	HYCAMTIN	22.25%
Oncology - Oral	IBRANCE	22.25%
Oncology - Oral	IDHIFA	22.25%
Oncology - Oral	IMATINIB MESYLATE	22.25%
Oncology - Oral	INLYTA	22.25%
Oncology - Oral	INQOVI	22.25%
Oncology - Oral	INREBIC	22.25%
Oncology - Oral	IRESSA	22.25%
Oncology - Oral	JAKAFI	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Oncology - Oral	KISQALI	22.25%
Oncology - Oral	LAPATINIB DITOSYLATE	22.25%
Oncology - Oral	LENALIDOMIDE	22.25%
Oncology - Oral	LENVIMA	22.25%
Oncology - Oral	LONSURF	22.25%
Oncology - Oral	LORBRENA	22.25%
Oncology - Oral	LUMAKRAS	22.25%
Oncology - Oral	LYNPARZA	22.25%
Oncology - Oral	MEKINIST	22.25%
Oncology - Oral	MEKTOVI	22.25%
Oncology - Oral	NERLYNX	22.25%
Oncology - Oral	NEXAVAR	22.25%
Oncology - Oral	NINLARO	22.25%
Oncology - Oral	NUBEQA	22.25%
Oncology - Oral	ODOMZO	22.25%
Oncology - Oral	ONUREG	22.25%
Oncology - Oral	PIQRAY	22.25%
Oncology - Oral	POMALYST	22.25%
Oncology - Oral	PURIXAN	22.25%
Oncology - Oral	RETEVMO	22.25%
Oncology - Oral	REVLIMID	22.25%
Oncology - Oral	ROZLYTREK	22.25%
Oncology - Oral	RUBRACA	22.25%
Oncology - Oral	RYDAPT	22.25%
Oncology - Oral	SCEMBLIX	22.25%
Oncology - Oral	SORAFENIB TOSYLATE	22.25%
Oncology - Oral	SPRYCEL	22.25%
Oncology - Oral	STIVARGA	22.25%
Oncology - Oral	SUNITINIB MALATE	22.25%
Oncology - Oral	SUTENT	22.25%
Oncology - Oral	TABRECTA	22.25%
Oncology - Oral	TAFINLAR	22.25%
Oncology - Oral	TAGRISSO	22.25%
Oncology - Oral	TALZENNA	22.25%
Oncology - Oral	TARCEVA	22.25%
Oncology - Oral	TARGRETIN	22.25%
Oncology - Oral	TASIGNA	22.25%
Oncology - Oral	TEMODAR (ORAL)	22.25%
Oncology - Oral	TEMOZOLOMIDE	22.25%
Oncology - Oral	THALOMID	22.25%
Oncology - Oral	TRUSELTIQ	22.25%
Oncology - Oral	TYKERB	22.25%
Oncology - Oral	VERZENIO	22.25%
Oncology - Oral	VITRAKVI	22.25%
Oncology - Oral	VIZIMPRO	22.25%
Oncology - Oral	VOTRIENT	22.25%
Oncology - Oral	XALKORI	22.25%
Oncology - Oral	XELODA	22.25%
Oncology - Oral	XOSPATA	22.25%
Oncology - Oral	XTANDI	22.25%
Oncology - Oral	YONSA	22.25%
Oncology - Oral	ZEJULA	22.25%
Oncology - Oral	ZELBORAF	22.25%
Oncology - Oral	ZOLINZA	22.25%
Oncology - Oral	ZYDELIG	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Oncology - Oral	ZYKADIA	22.25%
Oncology - Oral	ZYTIGA	22.25%
Osteoarthritis	DUROLANE	22.25%
Osteoarthritis	EUFLEXXA	22.25%
Osteoarthritis	GEL-ONE	22.25%
Osteoarthritis	GELSYN-3	22.25%
Osteoarthritis	GENVISC 850	22.25%
Osteoarthritis	HYALGAN	22.25%
Osteoarthritis	HYMOVIS	22.25%
Osteoarthritis	MONOVISC	22.25%
Osteoarthritis	ORTHOVISC	22.25%
Osteoarthritis	SODIUM HYALURONATE	22.25%
Osteoarthritis	SUPARTZ	22.25%
Osteoarthritis	SYNOJOYNT	22.25%
Osteoarthritis	SYNVISC	22.25%
Osteoarthritis	TRILURON	22.25%
Osteoarthritis	TRIVISC	22.25%
Osteoarthritis	VISCO-3	22.25%
Osteoporosis	EVENITY	22.25%
Osteoporosis	FORTEO	22.25%
Osteoporosis	PROLIA	22.25%
Osteoporosis	RECLAST	22.25%
Osteoporosis	TERIPARATIDE	22.25%
Osteoporosis	TYMLOS	22.25%
Osteoporosis	ZOLEDRONIC ACID_OST	22.25%
Paroxysmal Nocturnal Hemoglobinuria	SOLIRIS	22.25%
Paroxysmal Nocturnal Hemoglobinuria	ULTOMIRIS	22.25%
Phenylketonuria	KUVAN	22.25%
Phenylketonuria	PALYNZIQ	22.25%
Phenylketonuria	SAPROPTERIN DIHYDROCHLORIDE	22.25%
Pre-Term Birth	HYDROXYPROGESTERONE CAPRO	22.25%
Pre-Term Birth	MAKENA	22.25%
Psoriasis	COSENTYX	22.25%
Psoriasis	ILUMYA	22.25%
Psoriasis	OTEZLA	22.25%
Psoriasis	SILIQ	22.25%
Psoriasis	SKYRIZI	22.25%
Psoriasis	SOTYKTU	22.25%
Psoriasis	STELARA	22.25%
Psoriasis	STELARA (SOLN)	22.25%
Psoriasis	STELARA IV	22.25%
Psoriasis	TALTZ	22.25%
Psoriasis	TREMFYA	22.25%
Pulmonary Arterial Hypertension	ADCIRCA	22.25%
Pulmonary Arterial Hypertension	ADEMPAS	22.25%
Pulmonary Arterial Hypertension	ALYQ	22.25%
Pulmonary Arterial Hypertension	AMBRISANTAN	22.25%
Pulmonary Arterial Hypertension	BOSENTAN	22.25%
Pulmonary Arterial Hypertension	EPOPROSTENOL	22.25%
Pulmonary Arterial Hypertension	FLOLAN	22.25%
Pulmonary Arterial Hypertension	LETAIRIS	22.25%
Pulmonary Arterial Hypertension	OPSUMIT	22.25%
Pulmonary Arterial Hypertension	ORENITRAM	22.25%
Pulmonary Arterial Hypertension	REMODULIN	22.25%
Pulmonary Arterial Hypertension	REVATIO	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Pulmonary Arterial Hypertension	SILDENAFIL CITRATE	22.25%
Pulmonary Arterial Hypertension	TADALAFIL	22.25%
Pulmonary Arterial Hypertension	TADLIQ	22.25%
Pulmonary Arterial Hypertension	TRACLEER	22.25%
Pulmonary Arterial Hypertension	TREPROSTINIL SODIUM	22.25%
Pulmonary Arterial Hypertension	TYVASO	22.25%
Pulmonary Arterial Hypertension	UPTRAVI	22.25%
Pulmonary Arterial Hypertension	VELETRI	22.25%
Pulmonary Arterial Hypertension	VENTAVIS	22.25%
Pulmonary Disorders	ESBRIET	22.25%
Pulmonary Disorders	OFEV	22.25%
Pulmonary Disorders	PIRFENIDONE	22.25%
Rare Disorders	CRYSVITA	22.25%
Rare Disorders	DOJOLVI	22.25%
Rare Disorders	ENSPRYNG	22.25%
Rare Disorders	VIJOICE	22.25%
Rare Disorders	ZOKINVY	22.25%
Renal Disease	CINACALCET HCL	22.25%
Renal Disease	PARSABIV	22.25%
Renal Disease	SENSIPAR	22.25%
Renal Disease	TIOPRONIN	22.25%
Retinal Disorders	BEOVU	22.25%
Retinal Disorders	BYOOVIZ	22.25%
Retinal Disorders	CIMERLI	22.25%
Retinal Disorders	EYLEA	22.25%
Retinal Disorders	ILUVIEN	22.25%
Retinal Disorders	LUCENTIS	22.25%
Retinal Disorders	MACUGEN	22.25%
Retinal Disorders	OZURDEX	22.25%
Retinal Disorders	RETISERT	22.25%
Retinal Disorders	VABYSMO	22.25%
Retinal Disorders	VISUDYNE	22.25%
Rheumatoid Arthritis	ACTEMRA	22.25%
Rheumatoid Arthritis	AVSOLA	22.25%
Rheumatoid Arthritis	ENBREL	22.25%
Rheumatoid Arthritis	HUMIRA	22.25%
Rheumatoid Arthritis	INFLECTRA	22.25%
Rheumatoid Arthritis	INFLIXIMAB	22.25%
Rheumatoid Arthritis	KEVZARA	22.25%
Rheumatoid Arthritis	OLUMIANT	22.25%
Rheumatoid Arthritis	ORENCIA	22.25%
Rheumatoid Arthritis	OTREXUP	22.25%
Rheumatoid Arthritis	RASUVO	22.25%
Rheumatoid Arthritis	REMICADE	22.25%
Rheumatoid Arthritis	RINVOQ	22.25%
Rheumatoid Arthritis	SIMPONI	22.25%
Rheumatoid Arthritis	XELJANZ	22.25%
RSV	SYNAGIS	22.25%
Seizure Disorders	EPIDIOLEX	22.25%
Seizure Disorders	HP ACTHAR GEL	22.25%
Seizure Disorders	SABRIL	22.25%
Seizure Disorders	VIGABATRIN	22.25%
Sickle Cell Disease	ADAKVEO	22.25%
Sickle Cell Disease	ENDARI	22.25%
Sickle Cell Disease	OXBRYTA	22.25%



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount
Sleep Disorder	WAKIX	22.25%
Systemic Lupus Erythematosus	BENLYSTA	22.25%
Systemic Lupus Erythematosus	SAPHNELO	22.25%
Thrombocytopenia	DOPTelet	22.25%
Thrombocytopenia	MULPLETA	22.25%
Thrombocytopenia	NPLATE	22.25%
Thrombocytopenia	PROMACTA	22.25%
Transplant	ASTAGRAF XL	22.25%
Transplant	CELLCEPT	22.25%
Transplant	CYCLOSPORINE	22.25%
Transplant	ENVARUS XR	22.25%
Transplant	EVEROLIMUS_ TRANSPLANT	22.25%
Transplant	GENGRAF	22.25%
Transplant	MYCOPHENOLATE MOFETIL	22.25%
Transplant	MYCOPHENOLIC ACID	22.25%
Transplant	MYFORTIC	22.25%
Transplant	NEORAL	22.25%
Transplant	NULOJIX	22.25%
Transplant	PROGRAF	22.25%
Transplant	RAPAMUNE	22.25%
Transplant	SANDIMMUNE	22.25%
Transplant	SIROLIMUS	22.25%
Transplant	TACROLIMUS	22.25%
Transplant	ZORTRESS	22.25%
Urea Cycle Disorders	BUPHENYL	22.25%
Urea Cycle Disorders	RAVICTI	22.25%
Urea Cycle Disorders	SODIUM PHENYLBUTYRATE	22.25%
Wilson's Disease	CLOVIQUE	22.25%
Wilson's Disease	CUPRIMINE	22.25%
Wilson's Disease	DEPEN TITRA	22.25%
Wilson's Disease	PENICILLAMINE	22.25%
Wilson's Disease	SYPRINE	22.25%
Wilson's Disease	TRIENTINE HCL	22.25%
Dispensing Fee:		\$0.00

NOTES:

-New to market Specialty Products will be priced at AWP - 15% or MAC, if applicable (until a final price is determined and made available in the next published Specialty Pharmacy Addendum).

-New to market limited distribution drugs will be priced at AWP - 10% (until a final price is determined and made available in the next published Specialty Pharmacy Addendum).

PRODUCT SHORTAGE:

- In the event of an industry-wide product shortage, we reserve the right to adjust pricing upon notice to the customer.

Note:

- This list will be updated from time to time and may include adjunct therapies used in the treatment of complex conditions. For drugs where an AB-rated generic equivalent is available, the pricing will be according to the current MAC list.

CONFIDENTIALITY:



Specialty Fee Schedule
PSUID 85784653

Brazoria County		Exclusive
Drug Therapy	Drug Name	AWP Discount

- Customer acknowledges and agrees that the information included is confidential, proprietary and trade secret to Aetna and will agree to protect the information from disclosure.



An Aetna Renewal
Presented to

Brazoria County

Annual Renewal Rating: October 01, 2025 through September 30, 2026
Plan Sponsor Numbers: 838904



Yolanda Rico-Pyron
750 West John Carpenter Way
Irving, TX 75039
Phone: 832-423-8241
Email: Rico-PyronY@Aetna.com

Brian Donohue
151 Farmington Avenue
Hartford, CT 06156
Phone: 860-273-6820
Email: DonohueB@aetna.com

March 10, 2025

Brazoria County
Holly Fox
237 E. Locust, Suite 203
Angleton, TX 77515

Dear Holly:

Thank you for trusting us to continue to provide your health benefit during the past year. Enclosed is your medical renewal for the October 1, 2025 contract period.

As your partner, we will continue to help you deliver cost savings and offer the right health experiences for every member, on every journey – one that's seamless, easy to access and where you want us to be. Through our unrivaled touchpoints and innovative solutions, we're **creating better health, together**.

This renewal includes the following exhibits and changes:

Outlined below are highlights of the changes to your plan(s) and the information presented in the renewal package.

- **Fee Schedule**

Your medical fees will not change.

Additional Bundle up Discounts may be available if you purchase additional coverages with us.

- We've proposed a **Fee Credit**, refer to the Fee Credit letter for additional information.

- **Medical Programs and Services and Allowances**

- Your NSA claim administration fee effective October 1, 2025 will be \$90. The NSA claim administration fee will increase at each annual renewal and apply to NSA eligible claims paid on or after that renewal date. Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.

- **Caveats**

- **Performance Guarantee(s)**

We've included performance guarantee(s) as part of this renewal. Refer to the Guarantee Summary for additional information.

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetna.com/legal-notice/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-05-01-2024.pdf>

For the best implementation experience, please notify your Account Team of changes to your plan design, programs and services no later than August 1, 2025. Some programs and services require additional notification prior to effective date for successful implementation. Please discuss with your Account Team for program specific implementation lead times. We will strive to implement these changes on a timely basis.

This renewal package is effective for the contract period beginning October 1, 2025 and is part of your multi-year Guarantee Period extending through September 30, 2026.

If there are no changes impacting this renewal as outlined in your Caveats, the fees will remain in effect through September 30, 2026. This renewal package beginning with the ASC Fees is considered an amendment to your existing Agreement. Continuance of your benefit plan and payment of fees constitutes acceptance of this renewal. Please contact your Account Manager by July 1, 2025 to ensure they are able to address your questions prior to implementing your renewal.

Sincerely,

Yolanda Rico-Pyron
Account Executive

Brian Donohue
Ld Dir, Underwriting

We're more than products and programs. **We offer a health care experience that's more caring, more** connected and closer to home. With a holistic approach we join members on their personal health journey, removing barriers along the way. And we work proactively to help every member achieve their goals and stay on a path to better health.

Because you have unique needs we offer customized, tailored solutions. And we have a plan to take care of each of your employees, helping to increase engagement, improve outcomes and boost productivity.

We know health care can be overwhelming. So we work together with you to help make each member of your team a stronger individual. Stronger individuals lead to a stronger workforce. And when you have a stronger workforce, you can achieve stronger results.

You can learn more about Aetna here:

<https://www.aetna.com/about-us.html>

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc.

Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at:

www.aetna.com

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

Brazoria County

Contact Information/Assumptions

Account Manager: Yolanda Rico-Pyron
 Email: Rico-PyronY@Aetna.com
 Telephone: 832-423-8241

SIC Code: 8322
 Mem/EE Ratio: 1.89

Administrative Service Fees **Effective Date: October 01, 2025** **End Date: September 30, 2026**

		Current	Proposed	
Guarantee Period Effective Date		October 01, 2024	October 01, 2025	
Fee Basis		Mature	Mature	
Medical Fees as Billed (PEPM)*	Estimated Enrollment	Current	Proposed	% Change
OA Aetna Select	591	\$40.22	\$40.22	0.0%
AHF-OA Aetna Select	868	\$43.46	\$43.46	0.0%
Plan Year Service Fees	1,459	\$737,920	\$737,920	0.0%
Service Fee Summary (Plan Year)		Current	Proposed	% Change
Fee Credit*		\$0	(\$61,493)	
Total Fees (incl Discounts, Credits, Broker Comp, Other Chrgs)		\$737,920	\$676,426	

*Clarifications

- PEPM is defined as Per Employee Per Month
- Please see Programs and Services for additional information. Some services may come at additional cost to the fees shown above.
- Broker Compensation, if applicable, is subject to customer approval.
- Any Plan Year costs are based on the Estimated Enrollment and subject to change based on actual enrollment.

Fee Credit

We have included an administrative service fee credit. You agree to pay us the total amount of the fee credit issued if you terminate your medical plan(s) or any of the additional product(s) quoted (if applicable) prior to the end of the multi-year Guarantee Period. Your fee credit may be used for any month in 2025 if you agree to renew for 2025 early. Otherwise you may use it during your normal policy period starting in October 2025. Refer to your fee credit letter for specific details.

Brazoria County

Administrative Fee Credit Letter

Effective Date: October 1, 2025

We are offering you a fee credit which will save you \$61,493.*

We are offering you an administrative fee credit as shown in the chart below.

Administrative Fee Credit	Year 1	
Plan Year Effective Date	10/01/2025	
Fee Credit (Estimated Amount*)	1 month \$61,493	

*Savings are estimated for the Guarantee Period. The calculation is based on Year 1 expected enrollment and the PEPM administrative service fees.

The fee credit will be subject to the following provisions:

- Our self-funded medical Agreement will remain in effect for the duration of the Guarantee Period.
- You are required to make the medical fee payments in accordance with your Agreement.
- Standard termination provisions apply.
- All of the plan caveats as stated on the Caveats page in the final proposal are met.
- Any producer compensations will be excluded from the medical fee credit.
- Future renewals will be calculated based on the annualized medical fees before giving any effect to the medical fee credit.
- Contingent upon Aetna being the sole provider for all quoted lines of coverage.
- The Current Year fee credit is contingent upon renewal of your medical coverage with us for the Guarantee Period beginning October 1, 2025.

You agree to pay us the total amount of the fee credit issued for the Guarantee Period within 31 days of notice of non-compliance if any of the following occur:

- Any of the above provisions are not met
- You terminate the Agreement prior to the end of the Guarantee Period

The fees shown on the accompanying Fee Schedule will be billed every month of the Guarantee Period. The fee credit will be shown as a separate line item. When you accept our quote, the Fee Schedule will become part of your Agreement with us.

You may wish to consult with your legal advisors about any changes that you may need to make in the administration of your plan as a result of this credit consistent with your fiduciary obligations such as making adjustments to participant contributions.

Please sign and return to us by September 1, 2025 to indicate your acceptance of this offer.

Brian Donohue

Brian Donohue – Underwriting Director



Officer – Brazoria County

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2025

Program Summary	OA Aetna Select	AHF-OA Aetna Select
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Programs & Services Included in the Service Fee

Mature Base Service Fee	\$40.22	\$43.46
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General Administration

Experienced Account Management Team	Included	Included
Designated billing, eligibility, plan set up, underwriting	Included	Included
Onsite Open Enrollment Meeting Preparation	Included	Included
Open Enrollment Marketing Material (non-customized)	Included	Included
ID Cards*	Included	Included
Review or draft plan documents	Included	Included
Summary of Benefits and Coverage (SBC)	Included	Included
Claim Fiduciary Option 4	Included	Included
External Review	Included	Included
Claim Administration	Included	Included
Plan Sponsor Liaison	Included	Included
Special Investigations / Zero Tolerance Fraud Unit	Included	Included

Network Services

Full National Reciprocity*	Included	Included
Institutes of Excellence™ *	Included	Included
Institutes of Quality® (IOQ) Network	Included	Included
Institutes of Quality® (IOQ) Benefit Differential*	Included	Included
Gene-Based, Cellular and other Innovative Therapies (GCIT®) network	Included	Included
National Medical Excellence Program®	Included	Included
Network access	Included	Included

Care Management

Aetna Compassionate Care SM	Included	Included
Aetna One® Choice	Included	Included
Aetna Advice	Included	Included
Preventive Care Considerations (Electronic)	Included	Included
Utilization Management (Inpatient Precertification, Concurrent Review, Discharge Planning, Retrospective Review)	Included	Included

Member Resources

Designated Service Center	Included	Included
Custom Provider Search (Standard basic custom site)	Included	Included
Member Website and Mobile Experience	Included	Included
MindCheck SM	Included	Included
Online Programs	Included	Included

Wellness

24-Hour Nurse Line: 1-800# Only	Included	Included
Aetna Health Your Way™ Health Assessment and Digital Support	Included	Included
Aetna Health Your Way™ Plus (includes MedQuery and Personal Health Record)	Included	Included

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2025

Program Summary	OA Aetna Select	AHF-OA Aetna Select
Allowances		
Communication Allowance	Included	Included
Wellness Allowance	Included	Included
Audit Allowance	Included	Included
Reporting and Integration		
Analytic Consultation from Plan Sponsor Insights (50 Hours)	Included	Included
ART Reports - New analytic reporting platform	Included	Included
Aetna Health Information Advantage™ (AHIA)	Included	Included
Monthly Financial Claim Detail Reports	Included	Included
Monthly Banking Reports	Included	Included
Monthly Universal File Feed Outbound (12 total reports)	Included	Included
Monthly 3rd Party Stop Loss Vendor Reports (12 total reports)	Included	Included
Behavioral Health		
Managed Behavioral Health	Included	Included
Behavioral Health Condition Management Program - Standard	Included	Included
Applied Behavior Analysis (ABA)	Included	Included
AbleTo Network - member cost share may apply	Included	Included
Aetna Discount Program		
at home products, fitness, hearing, LifeMart® shopping website, natural products and services, oral health care, vision, weight management	Included	Included
Total Fees	\$40.22	\$43.46

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2025

Program Summary	OA Aetna Select	AHF-OA Aetna Select
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Programs & Services Included in the Claim Wire*

No Surprises Act - Fees*		
No Surprises Act (NSA) claim administration fee (per NSA eligible claim)	\$90	\$90
No Surprises Act (NSA) Independent Dispute Resolution (IDR) initial fee (per arbitration case)	Applicable fees are as set by law and passed through to the plan	Applicable fees are as set by law and passed through to the plan
No Surprises Act (NSA) Independent Dispute Resolution (IDR) arbitration expenses (per arbitration case)	Applicable fees are as set by law and passed through to the plan	Applicable fees are as set by law and passed through to the plan

Network Services

Subrogation*	37.5% of savings	37.5% of savings
Contracted Services* (Coordination of Benefits, Retro Terminations, Medical Bill and Hospital Bill Audits, Workers Compensation, DRG and Implant Audits)	37.5% of savings	37.5% of savings
Claim and Code Review Program*	30.0% of savings	30.0% of savings
National Advantage™ Program (NAP)*	We will retain 40% of savings (includes FCR, IBR)	We will retain 40% of savings (includes FCR, IBR)

Care Management

Transform Oncology (per engaged member, per month)*	\$79	\$79
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Wellness

Aetna Back and Joint Care™ (per engaged member, per year)*	Not to exceed an average of \$995	Not to exceed an average of \$995
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Additional Program Details*Claim Wire Billing, ID Cards, Subrogation, Contracted Services, Claim and Code Review**

Details can be found in our UW Disclosure document located at the following URL:

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notices/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-05-01-2024.pdf>

Claim and Code Review Program

This financial proposal includes enhancements that have been made to our claim and code review programs. Some of these capabilities were previously a component of our base fees, but this proposal assumes they will now instead be part of our standard shared savings arrangement.

No Surprises Act - Fees

The NSA claim administration fee will increase at each annual renewal and apply to NSA eligible claims paid on or after that renewal date. Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.

No Surprises Act - IDR Fees

IDR fees are required by the NSA rules and are payable to the IDR entity. There is an initial fee to begin an arbitration, which applies to each case. There is also an additional fee for the arbitration expenses; the losing party within the dispute is liable for this fee. For batch cases, the NSA permits IDR entities to charge a different arbitration fee based on a set fee range and/or percentage of the batch fee. The fees are passed through (with no mark up by Aetna) to a customer based on the number of line items for their plan that were included in the batch case. The current NSA fees are set by federal agencies. Both the initial fee and the arbitration expense fee are subject to future adjustments by the agencies (and any such adjustments shall be applied to your plan).

Aetna Back and Joint Care™

This program combines Hinge Health's MSK digital exercise therapy and prevention programs with Aetna's Care Management resources and claims predictive analytics to create a multi-faceted program to address musculoskeletal (MSK) related needs. It is available for medically covered members 18 years and older.

Prevention:

- There is no fee for members enrolled in the prevention program.

Acute and Chronic Care:

- You will be charged \$250 for each engaged member's first session and \$50 for each subsequent session.
- The maximum amount billed per individual engaged member will be capped at \$1,750 per 365-day period, regardless of the number of programs or sessions utilized.
- The maximum average cost per member for your engaged members will be capped at \$995. Calculation of this maximum average will occur after the end of the program year.
 - If your maximum average member program cost exceeds \$995, a reconciliation credit will be allocated and provided by Hinge Health.

Full National Reciprocity

Excludes some standalone Aetna Whole Health networks. Details are available upon request.

Institutes of Excellence™ (IOE)

This program includes a steerage component by educating members on the benefits of using an IOE designated facility. However, benefit differential steerage is not supported for IOE Infertility network.

Institutes of Quality® (IOQ) Benefit Differential

This buy-up option provides flexibility to tier benefits, offering different levels of co-insurance and shifting out of pocket costs to the member when IOQs are not utilized thus encouraging use of IOQs. Members will have a higher benefit when selecting care at a facility designated as an IOQ. It is this benefit differential enhancement for which we will apply a charge. Does not apply to Aetna Whole Health or Joint Ventures (including those offered as part of APCN Plus.)

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available). We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Transform Oncology

Engagement begins upon the second two-way call with a Personal Navigator, regardless of timeframe. After one month without a two-way call with a Personal Navigator a member is no longer considered engaged. Reengagement occurs after the first two-way call with a Personal Navigator for a member that was previously engaged. The minimum duration for engagement-based billing is 2 months.

Brazoria County

National Advantage™ Program (NAP)

Effective Date: October 01, 2025

Program Type	NAP
NAP retained savings Charged through the claim wire. Not included in the billed Administrative Fees.	40%
Facility Charge Review (FCR) Charged through the claim wire. Not included in billed Administrative Fees.	Standard
Itemized Bill Review (IBR) Charged through the claim wire. Not included in billed Administrative Fee.	Included
Maximum PEPM NAP fee*	\$3.75
Plan Rate for Facility Services For plans that cover voluntary out-of-network services	Facility Charge Review
Plan Rate for Professional Services For plans that cover voluntary out-of-network services	80th percentile of FAIR Health

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available).

We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Allowances - Self-Funded

Effective Date: October 01, 2025

We are including allowance(s) for your Aetna plans applicable to each year of the Guarantee Period as outlined in the chart below. Allowance dollars must be used for your commercial Aetna medical plans and Aetna medical members.

Annual Allowance Type	Year 5
Plan Year Effective Date	10/01/2025
Communication	\$25,000
Wellness	\$125,000
Audit	\$35,000
Total	\$185,000

Annual allowance amounts may be adjusted if actual enrollment changes by 15 percent or more from our enrollment assumptions.

Communication Allowance

- The **Communication** allowance can be used to offset documented expenses applicable to the Guarantee Period(s) for which it is offered. Your allowance can be used for expenses associated with:
 - promoting our products, programs or services, such as, educational content and materials for enrollees or prospective enrollees
 - communicating with our members.
- Your allowance(s) cannot be used to fund expenses related to the new carrier's contract should you terminate your contract with us.
- Any expenses associated with the implementation, administration or communication of another carrier's plans, programs or services are also ineligible.

Wellness and Audit Allowances

- The **Wellness** allowance can be used to offset reasonable documented wellness-related programs or activities expenses incurred during the Guarantee Period(s). Wellness allowance expenses must be for wellness-related programs or activities that are reasonably designed to promote the health and well-being of Aetna members, or to educate Aetna members about healthy lifestyles and/or prevent disease. This means that there must be a connection to the health and well-being of the members, with a focus on preventative measures or healthy living (i.e., diet, exercise), not on acute care. Wellness programs and activities funded by allowance funds are not covered benefits under your Aetna plan.
- The **Audit** allowance can be used to offset reasonable documented expenses incurred from third-party vendors for auditing our medical claim adjudication and member eligibility. Expenses must be incurred during the Guarantee Period(s) for which it is offered.
- All allowance submissions, including those submitted by a third-party vendor, must comply with these conditions.

The above referenced fund(s) will be available after the effective date of each plan year. Only those expenses performed and billed by a third party are payable. Reimbursement for time and materials incurred directly by the plan sponsor (e.g., hours worked by the plan sponsor's own employees) are not eligible. Your normal business operation expenses, including employee salaries and overtime, are not eligible under the allowance. Our preferred method of payment is directly to the third-party vendor. We require submission of appropriate documentation detailing charges for the services provided by the vendor. Acceptable documentation includes, but is not limited to, detailed vendor invoices itemizing services provided, specific cost-elements and associated line-item charges.

On an exception basis, we can reimburse you directly provided you submit both the detailed invoice and receipt showing payment to the third-party vendor.

You should submit documentation within 60 days of the invoice date. We must receive all documentation no later than 60 days following the close of the plan year to be considered for reimbursement.

The allowance amounts indicated above for the following Allowance Type(s) are available for the years indicated in the chart. These allowances are forfeited at the end of each plan year if not fully utilized. There is no roll over of unused funds to the next policy year. Any unredeemed wellness incentives that may be offered through a "reward program" are forfeited at the end of each plan year.

- Communication
- Wellness
- Audit

Brazoria County

Allowances - Self-Funded

Effective Date: October 01, 2025

We assume the funding of any allowance dollars is either at the request of your Plan Administrator acting in its fiduciary capacity or for the exclusive benefit of your Plan. You are responsible for determining that your use of allowance dollars is appropriate and legally compliant. With respect to allowance dollars that are used in connection with a wellness program, you are responsible for ensuring that the program and any incentives/rewards comply with applicable laws, including limitations on maximum allowable incentives/rewards. We will pay any allowances in accordance with applicable law. We suggest you seek appropriate accounting and legal counsel for all payments to ensure they comply with applicable accounting principles and laws.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal) prior to the end of the multi-year Guarantee Period, you'll be responsible for remitting payment for any allowance amounts used. Payment is due to us within 31 days of the invoice.

Brazoria County

Caveats - Self-Funded

Effective Date: October 01, 2025

For the purposes of this document, Aetna may be referred to using "we", "our" or "us" and Brazoria County may be referred to using "you" or "your".

Our renewal is illustrative and subject to change based upon underwriting review of the information listed and requested below. Any of the information listed below, which has not been provided may be required prior to final approval of sale.

If fees are adjusted, the caveats below will apply and be based on the new assumptions.

Underwriting Caveats

Your pricing considers all the products, programs and services you have with us and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore, fees will not be reduced if termination occurs prior to the end of the plan year. We also assume the renewal assumptions below remain consistent throughout the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll have to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If you are not notified of the change in advance, such difference will be reconciled in the annual accounting for the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

Enrollment

There is a 15 percent change in the total number of enrolled employees for all commercial medical products combined. Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio

The member-to-employee ratio changes by more than 15 percent from the 1.89 ratio assumed in this quote.

Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which materially affects the cost of the plan. This includes, but is not limited to, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

National Advantage™ Program

You change or terminate the National Advantage™ Program (NAP), Facility Charge Review (FCR), Itemized Bill Review (IBR), or Data iSight™ (DiS) programs.

Total Replacement

Any of the quoted lines of coverage are offered with an additional carrier.

Performance Guarantees

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

Assumptions

Underwriting

Agreement Provisions

Our quotation assumes our standard Agreement provisions and claim settlement practices apply unless otherwise stated.

Participation

A minimum of 150 enrolled employees is required to administer the proposed products on a self-funded basis.

Plan Design

This renewal is based on the current benefit plan designs, plus any noted deviations, subject to the terms of our Benefit Review document.

Claim Fiduciary - Option 4

Our renewal assumes we'll provide mandatory Level I (benefit review and determination of claims) and Level II (deciding appeals and final claims determination) appeals. We'll also write the letter to the member to communicate the appeal decision. We'll defend any lawsuit originating during or after completion of the first two levels of appeals. You'll act as claim fiduciary for all voluntary appeals after Level I and Level II appeals are exhausted.

03/10/2025

Proprietary



Caveats ASC

External Review

We've included external review in our renewal. External review uses outside vendors who coordinate medical review through their network of outside physician reviewers.

Non-ERISA

For non-ERISA plan, the risk and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for non-ERISA plans must account for the additional liability risk as compared to known risks under an ERISA plan.

Member Communications

Pricing assumptions include direct communications access to Aetna membership through both ongoing Aetna Health communications and relevant ongoing included product/program specific communications. These communications can reduce member and plan costs by guiding in care navigation, managing chronic conditions, promoting preventive services, and more.

Wellness Incentives and Rewards

We offer several different wellness incentives and rewards programs that you may choose from to offer to your members. We, or our third-party vendors, will administer and distribute to your members any wellness incentives or rewards earned based on the programs selected under the direction and control of your plan. The wellness incentives and rewards earned through these programs may be taxable for your members. We will provide you with reporting which will identify members who have earned such wellness incentives or rewards. These reports will provide the data needed for any tax information reporting requirements that you determine are necessary.

With regard to these wellness incentives and rewards, you, as the Plan Sponsor have the following responsibilities:

- Ensure any incentives or rewards offered to your members comply with applicable law and any limitations imposed thereunder. This includes but is not limited to, the Health Insurance Portability Act (HIPAA), the Americans With Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA).
- Distribute notices and/or obtain any authorizations required by law.
- Comply with all tax information reporting requirements regarding any wellness incentives or rewards earned through these programs (cash, cash equivalent, or other tangible property) and provided by us or our third-party vendor to your members.
- Assume any and all liability for your noncompliance with any tax withholding or information reporting requirements.

You may wish to consult with your legal counsel or other advisors as to the proper tax treatment of such wellness incentives or rewards and to ensure that the incentives or rewards offered under your program comply with applicable law.

Mental Health/Substance Abuse Benefits

Our quotation assumes that mental health/substance abuse benefits are included.

Prescription Drug Benefits

Our quotation assumes that prescription drug benefits are excluded. Your Guaranteed Fees assume the following:

- Integration to support our care management program(s) is excluded
- Integration to support combined medical and pharmacy accumulators (deductibles and out-of-pocket maximums) is excluded
- Your existing benefit plans do not include combined medical and pharmacy accumulators (deductibles and out-of-pocket maximums). If you require combined accumulators, additional fees will apply.

Additional charges may apply if you change your Pharmacy Benefit Manager and/or change the number or frequency of pharmacy data feeds.

Stop Loss Reporting

Our quotation assumes stop loss coverage is not provided by Aetna and reporting to an external vendor is included.

- We've included 12 monthly reports. If your reporting requirements change, additional fees will apply.
- If you require third-party vendor Stop Loss reporting, additional fees may apply.
- The cost for 12 monthly reports is not included in your PEPM fees and is displayed on the Programs & Services exhibit.

Aetna HealthFund® (AHF)

Our quotation assumes that any Health Reimbursement Account (HRA) for our Aetna HealthFund® plan(s) is funded by you.

Additional Products, Programs and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Billing Information

Advanced Notification of Fee Change

We'll notify you of any off-anniversary fee change within 31 days of the fee change.

Late Payment

We reserve the right to assess a late payment charge at a 12 percent annual interest rate as follows:

- if you fail to pay plan benefit payments in accordance with the terms as outlined in your Master Service Agreement.
- if you fail to pay administrative service fees within 31 days of the due date.

We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Incurred late wire interest charges will be added to a future wire request and collected through your claim wire billing account. Incurred late fee payment interest charges will be collected through the year-end accounting process.

Producer Compensation

The quoted fees don't include producer compensation.

Claim and Member Services

Runoff Claims Processing

Your administrative service fees are mature. The expenses associated with processing runoff claims following termination are covered for one year.

Medical Service Center

We've assumed that claim administration and member services for the quoted plans will be managed centrally by the Arlington, TX Service Center. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m., CT.

Reporting and Data Transfer

Aetna Intellectual Property

Under the Agreement, you may have access to certain of Aetna's Plan Sponsor reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Agreement ("Aetna IP"). Aetna will grant you, as the Plan Sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

Data Integration (Ongoing)

Options and pricing for integrating claims data from an external vendor into one or more of our systems will vary depending on the scale of your integration needs.

Banking

We've assumed that you provide funds through a bank initiated ACH wire transfer for drafts issued under the self-funded arrangement assumed in this renewal.

When claims have accumulated to more than \$20,000, a request will be sent to you and/or your bank requesting funds for the total claims from the previous day(s). For most customers, this will mean daily claim wire transfers. In addition, there will be a month end close out request on the first banking day of each subsequent month.

The proposed banking arrangement is subject to change based on results of a credit risk evaluation. We will complete an evaluation upon notification of sale.

We've assumed you'll use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Account (FSAs). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notice/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-05-01-2024.pdf>

Legislative and Regulatory Requirements

Affordable Care Act (ACA) Taxes and Fees - Notice to Self-Funded Group Health Plan's Financial Liability

The Affordable Care Act (ACA) imposed Patient-Centered Outcome Research Trust Fund fee (PCORI) on the issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

Any taxes or fees (assessments) related to the Affordable Care Act that apply to the self-insured health plans are your obligation. The Administrative Service Fee does not include any such liability or the remittance of the fees on your behalf.

NSA Payment Practices

The No Surprises Act (NSA) applies to certain out of network claims at participating facilities when the member doesn't have a choice or is unaware the provider is out of network. The law protects plan participants by limiting cost sharing to the preferred benefit level and prohibits balance billing by out of network providers. For NSA eligible claims, we will pay the out of network provider an initial payment amount. In most cases, the initial payment will be an amount equal to the qualifying payment amount as defined in NSA regulations (generally, the median contracted rate for a specific service in a geographic area). A provider may choose to go to independent dispute resolution (IDR) if the provider does not accept our payment as payment in full. During the IDR process, you authorize us to pay more than the qualified payment amount in order to reasonably settle the matter when it appears expedient to do so.

Recovery of Overpayments

Our process of recovering overpayments attempts to recoup money in the most accurate, effective, and cost-efficient manner.

When seeking recovery of overpayments from a provider, we have established the following process: If unable to recover the overpayment through other means, we may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. We may reduce future payments to the provider (including payments made to that provider involving your or other health and welfare plans that are administered by us) by the amount of the overpayment, and we will credit the recovered amount to the plan that overpaid the provider. By entering into an agreement with us, you are agreeing that its right to recover overpayments shall be governed by this process and that it has no right to recover any specific overpayment unless otherwise provided for in the Agreement.

We believe that measuring the activities described below is an important indicator of how well we service your account, as such, we have included the following performance guarantee(s) as part of our proposed offering.

This information pertains to any performance guarantee(s) shown below, or for any additional guarantees which may be offered for the same Guarantee Period. Refer to the guarantee documents for additional conditions and details.

The performance guarantee(s) described herein will not apply if the Agreement is terminated prior to the end of the Guarantee Period. In addition, all included performance guarantee(s) are subject to enrollment requirements as outlined in the financial conditions of each included guarantee.

Aggregate Maximum

The maximum payout for all guarantees combined is 20 percent of the fees at risk based on the calculation as noted in the provisions below.

General Guarantee Provisions

1. Fees at risk are calculated at the year-end reconciliation, using the paid medical administrative service fees for employees covered under each guarantee for the Guarantee Period and excludes:
 - Allowance(s)
 - Any charges for services performed which are not included on the monthly administrative service fee bill
2. Results are estimated to be available at the end of the quarter noted below, following the close of the Guarantee Period:

Second Quarter

 - Service Performance Guarantee
 - Aetna Back and Joint Care ROI
3. If the guarantee(s) have not been met, we will either:
 - Provide reimbursement to you for the amount due, or
 - Reduce future administrative fee payment(s) by the amount due to you.
4. These guarantee(s) are considered an amendment to your existing services Agreement. Continuance of your benefit plan and payment of fees constitutes an acceptance of these guarantee(s).
5. We reserve the right to revise or remove these guarantee(s) if a material change to the plan is initiated by you or legislative or regulatory action which:
 - Impacts our standard claim adjudication process, member services functions, medical management or network management
 - Changes the products, programs and services we offer you
6. The guarantee(s) are considered met if:
 - You terminate participation in products, programs and services tied directly to guarantee(s), prior to the end of the Guarantee Period.
 - You terminate your Aetna medical plan in whole or in part (defined as 50 percent or greater membership reduction from the membership we assumed in this renewal) prior to the end of the Guarantee Period, September 30, 2026.
 - You fail to meet your obligations under the Agreement (for example, a submission of incomplete eligibility or failure to fund claim payments)

Brazoria County

Guarantee Summary

Effective Date: October 01, 2025

Service Performance Guarantees

We guarantee the administration of your medical and behavioral health product(s) in the following areas:

Performance Category	Minimum Standard	Maximum Fees at Risk
Implementation		
Implementation	Average score of 3.0	2.00%
ID Card Production & Distribution	97% within 15 days	1.00%
Account Management		
Overall Account Management	Average score of 3.0	3.00%
Claim Administration		
Turnaround Time (TAT)	14 days for 90.0%	2.00%
Financial Accuracy	99.0%	2.00%
Total Claim Accuracy	95.0%	2.00%
Member Satisfaction		
Member Satisfaction	80.0%	2.00%
Member Services		
Average Speed of Answer (ASA)	30 seconds	2.50%
Abandonment Rate	2.0%	2.50%
First Call Resolution (FCR)	90.0%	1.00%
Total		20.00%

Aetna Back and Joint Care ROI Guarantee

Guaranteed Medical Metric	Guaranteed Target	Fees at Risk
Back and Joint ROI	1.5:1	\$995 per engaged member

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Guarantee Period: October 1, 2025 through September 30, 2026

Fees at Risk: 20.0%

We guarantee the administration of your medical and behavioral health product(s) in the following areas:

Category	Guarantee	Fees at Risk	Criteria
Implementation			
Implementation	An average score of 3.0 on the Implementation Evaluation Tool survey(s). Each question has a rating scale of 1 to 5 (1 = lowest, 5 = highest).		
	The results of the surveys are used to facilitate a discussion between you, your Implementation Manager and your Account Team regarding the results achieved and opportunities for improvement.	Mutually agreed upon adjustment if the final evaluation score falls below a 3.0, (meaning that service levels have not improved), up to a maximum of 2.0%.	<u>Measurement basis</u> Customer specific
	The implementation period begins at the initial implementation meeting and runs through the implementation sign-off.		<u>Measurement period</u> Annually
	If the Implementation Evaluation Tool is not completed and returned within 30 business days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.		<u>Reporting period</u> Annually
Open Enrollment ID Card Production & Distribution	97% of Open Enrollment ID cards will be produced and mailed within 15 business days following the receipt of complete, accurate and viable electronic enrollment files.	0.20% for each full business day that we fail to produce and mail ID cards within 15 business days, up to a maximum of 1.0%.	<u>Measurement basis</u> Customer specific
			<u>Measurement period</u> Annually
			<u>Reporting period</u> Annually

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Account Management

Overall Account Management	An average score of 3.0 on the semi-annual surveys for on-going account management, financial, eligibility, drafting and benefit administration. The average is based on 24 questions with a rating scale of 1 to 5 (1 = lowest, 5 = highest).	Mutually agreed upon adjustment if the final evaluation score falls below a 3.0, (meaning that service levels have not improved), up to a maximum of 3.0%.	<u>Measurement basis</u> Customer specific	
	The results of the surveys are used to facilitate a discussion between you and your Account Team regarding the results achieved and opportunities for improvement. If the online surveys are not completed within 15 business days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.		<u>Measurement period</u> Annually	
			<u>Reporting period</u> Annually	

Claim Administration

Turnaround Time (TAT)	14 calendar days for 90.0% of the processed claims on a cumulative basis.		<u>Measurement basis</u> Customer specific: ≥ 3,000 enrolled members Site Level: < 3,000 enrolled members
	We measure TAT from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). TAT excludes those claims identified as rework.	0.40% for each full day that the TAT exceeds 14 calendar days for 90.0% of the processed claims, up to a maximum of 2.0%.	<u>Measurement period</u> Annually
	Weekends and holidays are included in turnaround time.		<u>Reporting period</u> Quarterly
Financial Accuracy	99.0%		
	Financial accuracy is measured using industry accepted stratified audit methodology. The results are determined by calculating the financial accuracy for a subset of claims (a stratum). We extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. Financial accuracy includes both manual and auto adjudicated claims.	0.40% for each full 1.0% that financial accuracy drops below 99.0%, up to a maximum of 2.0%.	<u>Measurement basis</u> Unit(s) processing your claims (all customers' claims handled in that unit, not just your plan's claims)
			<u>Measurement period</u> Annually
			<u>Reporting period</u> Quarterly
	<u>Dollars Paid Correctly</u> Total Dollars Paid		
	95.0%		

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Total Claim Accuracy	Total claim accuracy is measured using industry accepted stratified audit methodology. We extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata. Accuracy in each stratum (a subset of the claim population) is calculated by:	0.40% for each full 1.0% that total claim accuracy drops below 95.0%, up to a maximum of 2.0%.	<u>Measurement basis</u>
			Unit(s) processing your claims (all customers' claims handled in that unit, not just your plan's claims)
			<u>Measurement period</u> Annually
	<u>Number of claims processed correctly</u>		<u>Reporting period</u>
	Total number of claims audited		Quarterly

Member Satisfaction

Member Satisfaction	Positive response rate of 80.0% or higher on the following question "please rate your overall satisfaction with Aetna". The survey assumes a 5-point scale with the top 3 responses viewed as positive. The survey is based on a statistically valid, randomly selected sample of actively enrolled members aged 18-64. Interviews are conducted on a continuous basis throughout the year.	0.40% for each full 1.0% that the member satisfaction response rate falls below 80.0%, up to a maximum of 2.0%.	<u>Measurement basis</u>
			Book of business
			<u>Measurement period</u> Annually
			<u>Reporting period</u> Quarterly

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2025

Member Services

Average Speed of Answer (ASA)	30 seconds		
	ASA is the amount of time that elapses between the time a call is received into the telephone system and the time a Customer Service Professional (CSP) responds to the call. The result is calculated as follows:		<u>Measurement basis</u> Phone skill(s) providing your customer service
	<u>Sum of all waiting times (in seconds) for all calls answered by the queue</u>	0.50% for each full second that the ASA exceeds 30 seconds, up to a maximum of 2.50%.	<u>Measurement period</u> Annually
	Number of incoming calls answered		<u>Reporting period</u> Quarterly
ASA measures the average speed of answer for all call answered. Interactive Voice Response (IVR) system calls are not included in the measurement of ASA.			
Abandonment Rate	2.0%		<u>Measurement basis</u> Phone skill(s) providing your customer service
	The result is calculated as follows:	0.50% for each full 1.0% that the average abandonment rate exceeds 2.0%, up to a maximum of 2.50%.	<u>Measurement period</u> Annually
	<u>Total number of calls abandoned</u>		<u>Reporting period</u> Quarterly
	Number of calls accepted into the skill(s)		
First Call Resolution (FCR)	90.0%		<u>Measurement basis</u> Accountable unit or the business segment level that services your plan in effect at the time of the member's call
	We define the first call resolution rate as percentage of member calls resolved on the first call.	0.20% for each full 1.0% that the first call resolution rate falls below 90.0%, up to a maximum of 1.00%.	<u>Measurement period</u> Annually
			<u>Reporting period</u> Quarterly

General Guarantee Provisions

- For purposes of the performance guarantees, the term “Business Day” is defined as Aetna’s normal business hours on any day other than a Saturday or Sunday or a day on which Aetna is closed for general business purposes.
- These guarantees do not apply to third party benefit administrators contracted by Aetna.
- This offer does not contemplate significant changes in volume of claims and calls that may occur with novel conditions or circumstances affecting broad populations that place a significant strain on the health care system and/or your plan(s). These conditions include but are not limited to COVID-19. We reserve the right to adjust the terms and factors of this guarantee in response to these conditions and/or circumstances if necessary.
- In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a payment may not be made if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.
- If we process runoff claims from a prior carrier or administrator, the performance guarantees described in this document (other than Account Management Guarantees) will begin 3 months after the Guarantee Period effective date.
- If we process runoff claims upon termination of the Agreement, the Turnaround Time, Financial Accuracy, and/or Total Claim Accuracy performance guarantee(s) will not apply to runoff claims.

Guarantee Period: October 01, 2025 through September 30, 2026**Guaranteed ROI: 1.5:1**

Aetna is providing this Back and Joint Care ROI Guarantee **on the Chronic Program** on Hinge Health's behalf. This guarantee does not include the Prevention and Acute programs. We have no legal or other responsibility for meeting this ROI guarantee and/or any payments due to you for missing the guarantee. If the guarantee is missed and you are due any payment from Hinge Health, we agree to reasonably help you in settling any related payment issues that may arise with Hinge Health.

Guarantee:

Hinge Health guarantees that the projected savings associated **with the Chronic Program**, also known as the Core Digital Care Program, of the Aetna Back and Joint Care program will be equal to one and a half (1.5) times the Guarantee Period administrative service fee of \$995 per engaged member.

Cost savings are assessed based on the reduction of pain as measured by the visual analog scale (VAS), before and after participating in the Hinge Health intensive 12-week phase.

To achieve a 1.5:1 ROI, the following calculated value needs to equal one and a half times the cost of the program:

$$(((\text{Pain at screening}) - (\text{Pain at 12 weeks}) / (\text{Pain at screening})) \times 100) \times \$71.09^* \times \text{number of participants} = \text{projected total cost saved}$$

*Based on Hinge Health's published clinical studies, the Chronic digital care pathway saves \$71.09 in Musculoskeletal (MSK) costs per participant per year for every 1 percent decrease in pain.

Example: By way of example, assume 1,000 participants go through the Chronic Program the total cost would be \$995,000 (1,000 participants multiplied by \$995). If the average pain reduction is 12% per participant, then the total program savings would equal $(12 \times \$71.09 \times 1,000) = \$853,080$. Thus the Program did not achieve the guaranteed ROI of 1.5:1.

Payment and Measurement Criteria:

If Hinge Health does not achieve a 1.5:1 ROI according to the metric above, you will receive a prorated refund up to 100 percent of the **Chronic Program** of the Aetna Back and Joint Care Guarantee Period administrative service fee.

Example: By way of example, based on the scenario described above the formula set forth would yield you a refund of \$426,280 (calculated by $[(1,492,500 - \$853,080) / \$1,492,500] \times \$995,000 = \$426,280$).

Conditions for the guarantee

We reserve the right to revise or remove the guarantee if any of the following conditions are not met.

- This guarantee requires a minimum of 50 participants engage in the Hinge Health Chronic Program by the end of the Guarantee Period.
- Member eligibility (complete, accurate and viable enrollment data; including member phone numbers) is fully loaded in our eligibility system at least 35 days prior to the effective date.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28.

6/10/2025

Return Surplus Items to Regular Inventory - South Service Center

Approval to return two items previously approved to be auctioned through Court Order H.19 dated April 8, 2025.

Items were placed in surplus and requested to be auctioned per the South Service Center. Returned items are as follows and attached:

2016 Bomag BW211D-50 Roller
2013 Bomag 84" Roller



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19.

4/8/2025

Sell Surplus Vehicles and Equipment

Approval to sell via on-line auction utilizing GovDeals, of Montgomery, AL, via BuyBoard Purchasing Cooperative contract #708-23, miscellaneous surplus items, vehicles and heavy equipment per the attached list.

VEHICLE, EQUIPMENT INFORMATION FORM

LOT # _____

Year: 2016 Make: Pontiac Vibe 2008-50 Single D 120MP Model: PW 2110-50

Vin #: 85401266 Unit #: 1323

Mileage/Hours: _____ Actual _____ Not Actual _____

Registration Date: Month _____ Year _____ Date Removed from Service: _____

Engine Size: V _____, _____ L Gas _____ Diesel ☒ Propane _____ HP: _____

2WD _____ 4WD _____

Battery in unit: Yes ☒ No _____ Battery: Working _____ Dead ☒

Unit Start on its own: Yes _____ No ☒ Unit Jump Started: Yes ☒ No _____

Will the unit be towed to auction lot: Yes ☒ No _____

Power Brakes: Yes ☒ No _____ Brakes: Air _____ Hydraulic _____

Power Steering: Yes ☒ No _____

Engine Problems: Yes ☒ No _____

***Provide **Specific Details** of the issues, Repairs needed: _____

Transmission Type: Automatic ☒ Standard _____

Transmission Problems: Yes _____ No _____

***Provide **Specific Details** of the issues, Repairs needed: _____

Interior Condition: Good _____ Fair ☒ Poor _____

Interior Problems: _____

A/C in unit: Yes _____ No ☒ A/C Working: Yes _____ No ☒

Power Windows: Yes _____ No ☒ Power Locks: Yes _____ No ☒

Radio: Yes _____ No ☒ Cassette: Yes _____ No ☒ CD: Yes _____ No ☒

Body Condition: Good _____ Fair ☒ Poor _____

Body Problems: _____

Tire Problems: _____

Additional Information: _____

Inspected By: DM Rodriguez III Date: _____

VEHICLE, EQUIPMENT INFORMATION FORM

LOT # _____

Year: 2013 Make: Pompa B/W 211 PD-50 84" AD Model: B/W 211 PD-50

Vin #: 901583541013 Unit #: 1311

Mileage/Hours: _____ Actual _____ Not Actual _____

Registration Date: Month _____ Year _____ Date Removed from Service: _____

Engine Size: V _____, _____ L

Gas _____ Diesel ☒ Propane _____ HP: _____

2WD _____ 4WD _____

Battery in unit: Yes _____ No _____

Battery: Working _____ Dead ☒

Unit Start on its own: Yes _____ No ☒

Unit Jump Started: Yes ☒ No _____

Will the unit be towed to auction lot: Yes ☒ No _____

Power Brakes: Yes ☒ No _____

Brakes: Air ☒ Hydraulic ☒

Power Steering: Yes ☒ No _____

Engine Problems: Yes ☒ No _____

***Provide **Specific Details** of the issues, Repairs needed: _____

Transmission Type: Automatic ☒ Standard _____

Transmission Problems: Yes _____ No _____

***Provide **Specific Details** of the issues, Repairs needed: _____

Interior Condition: Good _____ Fair ☒ Poor _____

Interior Problems: _____

A/C in unit: Yes _____ No ☒

A/C Working: Yes _____ No ☒

Power Windows: Yes _____ No ☒

Power Locks: Yes _____ No ☒

Radio: Yes _____ No ☒

Cassette: Yes _____ No ☒

CD: Yes _____ No ☒

Body Condition: Good _____ Fair ☒ Poor _____

Body Problems: _____

Tire Problems: _____

Additional Information: _____

Inspected By: DM Rodriguez

Date: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29.

6/10/2025

Memorandum of Understanding between Brazoria County and the SPCA

Approve the attached Memorandum of Understanding (MOU) between Brazoria County and the SPCA for Emergency Animal Services during a disaster event.

Further, that the County Judge is authorized to sign agreement on behalf of Brazoria County after final review by the District Attorney's Office - Civil Division.

Memorandum of Understanding

Between:

Brazoria County

And

SPCA of Brazoria County.

Concerning:

The transportation, rescue, humane care and housing of stray and/or rescued companion animals from Brazoria County that have been displaced by a declared emergency or disaster.

I. MISSION

It is the mission of the Brazoria County through its Office of Emergency Management's Animal Issues Committee (BCOEM) to effectively prepare for, respond to, recover from, and mitigate animal-related emergency situations and disasters in Brazoria County.

SPCA of Brazoria County (SPCAoBC) is committed to leading the community to a time when there are no more homeless pets by focusing on primary objections: Education, Spay/Neuter, Adoption, and a providing a World Class Shelter. SPCAoBC is an all-volunteer 501.c.3 nonprofit organization with members throughout the United States of America.

II. PURPOSE

This memorandum of understanding is to establish a relationship between SPCAoBC and the Brazoria County Office of Emergency Management in preparing for and dealing with the rescue, transportation and care of stray, abandoned or rescued companion animals in disaster situations.

III. CONCEPT OF OPERATIONS

Each party to this statement of understanding is a separate and independent organization. As such, each organization retains its own identity and each organization is responsible for establishing its own policies and financing its own activities.

1. BCOEM will provide a facility within the county that will act as a shelter/staging area for all companion animal related operations during the disaster.
2. BCOEM will provide waste removal from the shelter area.

IV. DEFINITION OF A DISASTER

A disaster is a threatening or occurring event of such destructive magnitude and force as to dislocate people and animals, separate family members, damage or destroy homes, and injure or kill people and animals. A disaster produces immediate suffering and basic animal needs cannot be promptly or adequately addressed by the affected people. Natural disasters include floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics and earthquakes. Human caused disasters –whether intentional or unintentional – include wild fires, building collapses, transportation accidents, explosions and domestic acts of terrorism.

V. PROCEDURE

Under the authority and at the request of the BCOEM, SPCAoBC will be deployed under the authority of the BCOEM to provide and coordinate the following services in response to a disaster that hits Brazoria County: Provide support to the shelter, arrange for volunteers to help with intake, day to day care, reporting, documenting, and additional activities related to the care and management of abandoned stray, stranded and owned companion animals from areas affected by a disaster. Rescued companion animals will be returned to their rightful owner after proper identification of companion animal and owner. Any companion animal not successfully returned to owners by SPCAoBC will be considered stray and be turned over to the care of the SPCAoBC for adoption.

VI. ADMINISTRATION

In order that the resources of BCOEM and SPCAoBC may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations agree:

1. SPCAoBC will keep BCOEM updated as to the contact information of paid personnel and volunteers who are involved in our county efforts in order to ensure that any issues or concerns that may arise will be attended to in a timely fashion.
2. SPCAoBC agrees to work within the County/ State / Federal Incident Command structure, reporting directly to BCOEM – Animals and Natural Resources Desk for all issues covered under this MOU.
3. SPCAoBC agrees to enter the Brazoria County region before or following a disaster only upon the invitation of the BCOEM and agrees not to self-deploy or encourage others to self-deploy regardless of the scope of the disaster. Initial contact by SPCAoBC with the Animals and Natural Resources desk, located at the EOC at 979-864-1411 will be the first step in getting SPCAoBC into Brazoria County. Contact person for SPCAoBC is the current president of the board. SPCAoBC may request through the Animals and Natural Resources Desk representatives that they (SPCAoBC) be given an escort from the county line to the EOC where credentials can be issued.
4. Under the authority and at the direction of BCOEM, SPCAoBC will act as the lead agency in the coordination of companion animal rescue, transport and shelter relief efforts in cooperation with federal, state and local government officials, and other pertinent organizations or volunteers. Other organizations not authorized by other local ordinance or statute, wanting to be involved in companion animal rescue, transportation or sheltering operations must be authorized by BCOEM, with input from SPCAoBC. BCOEM will inform city, county, regional, state and federal officials of this agreement and will urge full cooperation.
5. Credentials for SPCAoBC volunteers will be administered through the EOC by the Animals and Natural Resources Desk. SPCAoBC volunteers will prominently display their credentials at all times. SPCAoBC staff and volunteers must surrender all official credentials prior to departure from the response or at the request

of the BCOEM Officials. Any SPCAoBC staff or volunteer that misuses response credentials will be subject to immediate dismissal. BCOEM will strive to issue credentials as rapidly as possible.

6. Recognizing the need for advising the public of the work of both organizations, BCOEM and SPCAoBC will make every effort, through their public information officers (PIO) to keep the public informed of their cooperative efforts. Coordination of press releases commences immediately upon initiation of a request for assistance from the BCOEM to SPCAoBC. All press releases drafted by SPCAoBC pertaining to joint rescue/ transport/ sheltering from the disaster area must be reviewed and approved by a designated BCOEM official prior to public dissemination. BCOEM has the right to strike or modify any statement within the release that it determines is detrimental to the organization's image or those of its partners, or to withhold said information if it compromises the safety of its employees, volunteers, partners or the companion animals being rescued/ transported/ sheltered. All significant changes will be reviewed by the designated lead SPCAoBC PIO and the designated official for BCOEM.
7. Together, the BCOEM and SPCAoBC will make every effort to ensure that all equipment necessary to rescue, transport and care for the companion animals and the volunteers staying on site will be provided by the BCOEM, SPCAoBC and/or other agencies through either donation or by request to the EOC. Equipment and/or materials for the purpose of joint operations will be available to each agency and must be accounted for through regular inventory.
8. Should SPCAoBC assist in the sheltering of companion animals, SPCAoBC, BCOEM and any other agencies assisting with the care of the companion animals are responsible for returning any property used as a companion animal rescue shelter to its pre-companion animal rescue condition upon ceasing companion animal rescue sheltering operations.
9. SPCAoBC will work cooperatively with all organizations with which the BCOEM determines will be of assistance with the rescue and care of companion animals during rescue and shelter operations. SPCAoBC agrees to provide support to those officially recognized agencies working under the direction of the official response agencies and will not engage, support, or encourage those agencies or individual volunteers working outside the system.
10. SPCAoBC personnel and volunteers deployed to the field to assist in rescue operations agree to minimize damage to private property in their efforts to capture stray/owned companion animals, or to mark locations where companion animals have been caught, sighted or otherwise cared for in accordance with established protocols. This includes adherence to all applicable federal, state and local laws, including but not limited to entering private property, whether occupied or uninhabited, use of SAR door markings and posting of notices related to lost and found information for companion animals.

11. SPCAoBC marked attire will be provided to SPCAoBC deployed staff and volunteers only.
12. SPCAoBC recognizes in the event of a companion animal disaster response, that daily SITREP reports will be logged and that the BCOEM will be informed of all dispatched aid, activities, etc., and given copies of these reports. These daily SITREP reports will provide communication between SPCAoBC and the BCOEM, and will be a means of documenting all daily SPCAoBC rescue or response activities. SITREP forms are available from the EOC – Animals and Natural Resources Desk.
13. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
14. BCOEM shall not be liable for any portion of any expenses incurred by SPCAoBC unless BCOEM has expressly agreed to assume such expenses, in writing, prior to the incurrence of such expense by SPCAoBC.
15. SPCAoBC shall not be liable for any portion of any expenses incurred by BCOEM unless SPCAoBC has expressly agreed to assume such expenses, in writing, prior to the incurrence of such expense by BCOEM.
16. Nothing in this agreement shall be so construed as to provide either party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature. Neither party shall be entitled to any rights of possession, custody or control, either expressed or applied, of the tangible resources provided by the other party.
17. SPCAoBC shall defend, hold harmless or indemnify the BCOEM and its officers, agents, employees, volunteers in all capacities from and against all claims, causes of actions, lawsuits, costs, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by SPCAoBC pursuant to this MOU.
18. Nothing in this MOU shall be construed as to create a relationship of employer and employee, or principle and agent, partnership or joint venture as between BCOEM and SPCAoBC.
19. The use of the name and emblem of either organization by the other shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the organization and when such projects are in conformity with that organization's regulations.
20. The BCOEM recognizes that SPCAoBC is dependent upon voluntary public financial support to carry out its programs. Each organization will be sympathetic with the organization's position in conducting special appeals and campaigns for funds during times of disaster and will help convey the need for such to its membership.
21. SPCAoBC agrees to demobilize upon the request of the BCOEM.

VII. COMPLETE LIST OF CONTACTS

This paragraph provides a list of the personnel from each agency or cooperator that will have working knowledge of the agreement and will be overseeing its administration

Beate Damm
President, SPCA of Brazoria County -979-482-3000
beate@spcab.org

Steve Rosa
Brazoria County Emergency Manager
979-864-1801
steverosa@brazoria-county.com

Jessica Chase –Animal Issues Committee Chairman
979-864-1558
Jessica.chase@aq.tamu.edu

VIII. TERMS OF UNDERSTANDING

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice.

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development

SPCA of Brazoria County

Signature: _____ Date: _____

Brazoria County Judge
Matt Sebesta

Signature: _____ Date: _____

Memorandum of Understanding

Between:

Brazoria County

And

SPCA of Brazoria County.

Concerning:

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2. BCOEM will provide waste removal from the shelter area.

IV. DEFINITION OF A DISASTER

A disaster is a threatening or occurring event of such destructive magnitude and force as to dislocate people and animals, separate family members, damage or destroy homes, and injure or kill people and animals. A disaster produces immediate suffering and basic animal needs cannot be promptly or adequately addressed by the affected people. Natural disasters include floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics and earthquakes. Human caused disasters –whether intentional or unintentional – include wild fires, building collapses, transportation accidents, explosions and domestic acts of terrorism.

V. PROCEDURE

Under the authority and at the request of the BCOEM, SPCAoBC will be deployed under the authority of the BCOEM to provide and coordinate the following services in response to a disaster that hits Brazoria County: Provide support to the shelter, arrange for volunteers to help with intake, day to day care, reporting, documenting, and additional activities related to the care and management of abandoned stray, stranded and owned companion animals from areas affected by a disaster. Rescued companion animals will be returned to their rightful owner after proper identification of companion animal and owner. Any companion animal not successfully returned to owners by SPCAoBC will be considered stray and be turned over to the care of the SPCAoBC for adoption.

VI. ADMINISTRATION

In order that the resources of BCOEM and SPCAoBC may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations agree:

1. SPCAoBC will keep BCOEM updated as to the contact information of paid personnel and volunteers who are involved in our county efforts in order to ensure that any issues or concerns that may arise will be attended to in a timely fashion.
2. SPCAoBC agrees to work within the County/ State / Federal Incident Command structure, reporting directly to BCOEM – Animals and Natural Resources Desk for all issues covered under this MOU.
3. SPCAoBC agrees to enter the Brazoria County region before or following a disaster only upon the invitation of the BCOEM and agrees not to self-deploy or encourage others to self-deploy regardless of the scope of the disaster. Initial contact by SPCAoBC with the Animals and Natural Resources desk, located at the EOC at 979-864-1411 will be the first step in getting SPCAoBC into Brazoria County. Contact person for SPCAoBC is the current president of the board. SPCAoBC may request through the Animals and Natural Resources Desk representatives that they (SPCAoBC) be given an escort from the county line to the EOC where credentials can be issued.
4. Under the authority and at the direction of BCOEM, SPCAoBC will act as the lead agency in the coordination of companion animal rescue, transport and shelter relief efforts in cooperation with federal, state and local government officials, and other pertinent organizations or volunteers. Other organizations not authorized by other local ordinance or statute, wanting to be involved in companion animal rescue, transportation or sheltering operations must be authorized by BCOEM, with input from SPCAoBC. BCOEM will inform city, county, regional, state and federal officials of this agreement and will urge full cooperation.
5. Credentials for SPCAoBC volunteers will be administered through the EOC by the Animals and Natural Resources Desk. SPCAoBC volunteers will prominently display their credentials at all times. SPCAoBC staff and volunteers must surrender all official credentials prior to departure from the response or at the request

of the BCOEM Officials. Any SPCAoBC staff or volunteer that misuses response credentials will be subject to immediate dismissal. BCOEM will strive to issue credentials as rapidly as possible.

6. Recognizing the need for advising the public of the work of both organizations, BCOEM and SPCAoBC will make every effort, through their public information officers (PIO) to keep the public informed of their cooperative efforts. Coordination of press releases commences immediately upon initiation of a request for assistance from the BCOEM to SPCAoBC. All press releases drafted by SPCAoBC pertaining to joint rescue/ transport/ sheltering from the disaster area must be reviewed and approved by a designated BCOEM official prior to public dissemination. BCOEM has the right to strike or modify any statement within the release that it determines is detrimental to the organization's image or those of its partners, or to withhold said information if it compromises the safety of its employees, volunteers, partners or the companion animals being rescued/ transported/ sheltered. All significant changes will be reviewed by the designated lead SPCAoBC PIO and the designated official for BCOEM.
7. Together, the BCOEM and SPCAoBC will make every effort to ensure that all equipment necessary to rescue, transport and care for the companion animals and the volunteers staying on site will be provided by the BCOEM, SPCAoBC and/or other agencies through either donation or by request to the EOC. Equipment and/or materials for the purpose of joint operations will be available to each agency and must be accounted for through regular inventory.
8. Should SPCAoBC assist in the sheltering of companion animals, SPCAoBC, BCOEM and any other agencies assisting with the care of the companion animals are responsible for returning any property used as an companion animal rescue shelter to its pre-companion animal rescue condition upon ceasing companion animal rescue sheltering operations.
9. SPCAoBC will work cooperatively with all organizations with which the BCOEM determines will be of assistance with the rescue and care of companion animals during rescue and shelter operations. SPCAoBC agrees to provide support to those officially recognized agencies working under the direction of the official response agencies and will not engage, support, or encourage those agencies or individual volunteers working outside the system.
10. SPCAoBC personnel and volunteers deployed to the field to assist in rescue operations agree to minimize damage to private property in their efforts to capture stray/owned companion animals, or to mark locations where companion animals have been caught, sighted or otherwise cared for in accordance with established protocols. This includes adherence to all applicable federal, state and local laws, including but not limited to entering private property, whether occupied or uninhabited, use of SAR door markings and posting of notices related to lost and found information for companion animals.

11. SPCAoBC marked attire will be provided to SPCAoBC deployed staff and volunteers only.
12. SPCAoBC recognizes in the event of a companion animal disaster response, that daily SITREP reports will be logged and that the BCOEM will be informed of all dispatched aid, activities, etc., and given copies of these reports. These daily SITREP reports will provide communication between SPCAoBC and the BCOEM, and will be a means of documenting all daily SPCAoBC rescue or response activities. SITREP forms are available from the EOC – Animals and Natural Resources Desk.
13. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
14. BCOEM shall not be liable for any portion of any expenses incurred by SPCAoBC unless BCOEM has expressly agreed to assume such expenses, in writing, prior to the incurrence of such expense by SPCAoBC.
15. SPCAoBC shall not be liable for any portion of any expenses incurred by BCOEM unless SPCAoBC has expressly agreed to assume such expenses, in writing, prior to the incurrence of such expense by BCOEM.
16. Nothing in this agreement shall be so construed as to provide either party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature. Neither party shall be entitled to any rights of possession, custody or control, either expressed or applied, of the tangible resources provided by the other party.
17. SPCAoBC shall defend, hold harmless or indemnify the BCOEM and its officers, agents, employees, volunteers in all capacities from and against all claims, causes of actions, lawsuits, costs, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by SPCAoBC pursuant to this MOU.
18. Nothing in this MOU shall be construed as to create a relationship of employer and employee, or principle and agent, partnership or joint venture as between BCOEM and SPCAoBC.
19. The use of the name and emblem of either organization by the other shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the organization and when such projects are in conformity with that organization's regulations.
20. The BCOEM recognizes that SPCAoBC is dependent upon voluntary public financial support to carry out its programs. Each organization will be sympathetic with the organization's position in conducting special appeals and campaigns for funds during times of disaster and will help convey the need for such to its membership.
21. SPCAoBC agrees to demobilize upon the request of the BCOEM.

VII. COMPLETE LIST OF CONTACTS

This paragraph provides a list of the personnel from each agency or cooperator that will have working knowledge of the agreement and will be overseeing its administration

Beate Damm
President, SPCA of Brazoria County -979-482-3000
beate@spcab.org

Steve Rosa
Brazoria County Emergency Manager
979-864-1801
steverosa@brazoria-county.com

Jessica Chase –Animal Issues Committee Chairman
979-864-1558
Jessica.chase@ag.tamu.edu

VIII. TERMS OF UNDERSTANDING

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice.

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development

SPCA of Brazoria County

Signature: Beate Damm Date: June 11, 2025

Brazoria County Judge
Matt Sebesta

Signature: [Signature] Date: June 10, 2025



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30.

6/10/2025

Treasurer's Monthly Cash and Investment Report for Toll Road Funds for April 2025

Approve the Treasurer's Monthly Cash and Investment Report for Toll Road Funds for April 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 **April 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be: **\$66,231,613.97**

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in black ink, appearing to read "Angela Dees", is written over a horizontal line.

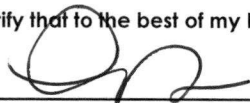
Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for April 2025

Account	Beginning Bank Balance 4/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 4/30/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	6,989,593.13	1,406,173.22	562,040.01	8,957,806.36	17,321.39	3.04
Brazoria County Toll Road Authority Construction	1,157,640.16	2,005,571.18	1,231,342.50	4,394,553.84	5,571.18	3.04
Brazoria County Toll Road Authority FM 518	55,699.58	130.40	0.00	55,829.98	130.40	3.04
Brazoria County Toll Road Authority Debt	125,364.89	371,381.99	0.00	496,746.88	293.59	3.04
First National Bank of Lake Jackson Totals	8,328,297.76	3,783,256.79	1,793,382.51	13,904,937.06	23,316.56	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **13,904,937.06**

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 **April 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 5/1/2025 2:32:10 PM

Management Report
Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 30-Apr-25
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Safekeeping

Code	Cusip	Description	Prerefund	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity		Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
		FAS 115								
FHLB	31418D5R9	FNMA Pool #MA4455		MA4455		\$2,500,000.00	\$2,500,000.00	\$1,789,489.75	\$1,809,859.01	\$1,546,638.10
	623726202108170	9/1/2036		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
1 MBS - Fixed Rate							<u>\$2,500,000.00</u>	<u>\$1,789,489.75</u>	<u>\$1,809,859.01</u>	<u>\$1,546,638.10</u>
FHLB	31347A6M1	FHLMC Pool #840876		840876		\$10,360,000.00	\$10,360,000.00	\$1,248,486.19	\$1,246,965.79	\$1,286,365.26
	676296202208051	11/1/2046		6.785		100.00%				
FEDERAL HOME LOAN BANK		AFS								
1 MBS - Variable Rate							<u>\$10,360,000.00</u>	<u>\$1,248,486.19</u>	<u>\$1,246,965.79</u>	<u>\$1,286,365.26</u>
FHLB	3137AXSF1	FHR 4153 KG				\$2,000,000.00	\$2,000,000.00	\$224,207.96	\$226,037.09	\$203,021.25
	306044201301250	8/15/2042		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136ADMJ5	FNR 2013-30 AB				\$2,300,000.00	\$2,300,000.00	\$301,248.30	\$297,899.79	\$280,018.04
	359939201406240	1/25/2043		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AFPT5	FNR 2013-75 PD				\$1,050,000.00	\$1,050,000.00	\$177,677.09	\$179,693.53	\$165,894.75
	359834201406231	4/25/2043		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSK69	FHR 4623 H				\$2,500,000.00	\$2,500,000.00	\$787,490.25	\$788,309.24	\$730,988.53
	452990201612200	11/15/2044		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BRMP7	FHR 4604 DC				\$2,500,000.00	\$2,500,000.00	\$293,186.23	\$295,657.09	\$263,698.26
	442471201608291	1/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BPGS2	FHR 4585 QD				\$2,500,000.00	\$2,500,000.00	\$222,070.28	\$225,180.77	\$196,547.17
	437156201606240	4/15/2046		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSTN3	FHR 4629 QG				\$2,500,000.00	\$2,500,000.00	\$265,817.58	\$265,446.23	\$228,681.96
	451324201611301	11/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 5/1/2025 2:32:10 PM

Management Report
Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 30-Apr-25
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Safekeeping

Code	Cusip	Description	Prerefund	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity		Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
FHLB	3137BWU77	FHR 4663 PK				\$2,000,000.00	\$2,000,000.00	\$212,350.62	\$210,075.54	\$175,600.14
	466698201706230	3/15/2047		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AWBB2	FNR 2017-25 QD				\$2,000,000.00	\$2,000,000.00	\$273,377.84	\$271,953.41	\$229,257.17
	461678201704171	4/25/2047		2.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BXZG0	FHR 4682 LC				\$2,000,000.00	\$2,000,000.00	\$220,201.12	\$219,754.15	\$188,800.53
	464936201705301	5/15/2047		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0LE4	FNR 2018-5 JP				\$3,000,000.00	\$3,000,000.00	\$190,005.69	\$189,973.23	\$176,691.33
	485282201801301	9/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B22Q4	FNR 2018-62 PG				\$2,150,000.00	\$2,150,000.00	\$262,040.93	\$261,796.89	\$233,048.85
	510582201902270	10/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0V45	FNR 2018-6 PA				\$2,200,000.00	\$2,200,000.00	\$262,952.51	\$261,166.03	\$229,574.90
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BBWU2	FNR 2020-62 PA				\$2,500,000.00	\$2,500,000.00	\$1,661,080.88	\$1,712,155.31	\$1,296,838.57
	570109202008311	9/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJCB9	FNR 2021-72 JD				\$3,000,000.00	\$3,000,000.00	\$2,266,627.65	\$2,271,520.65	\$1,904,110.48
	633234202110121	5/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38382WDS3	GNR 2021-117 PE				\$3,000,000.00	\$3,000,000.00	\$2,088,576.30	\$2,097,843.19	\$1,795,424.57
	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	\$1,562,438.02	\$1,590,928.22	\$1,250,559.61
	623728202108170	7/25/2051		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
17 CMOs - Fixed Rate							\$39,200,000.00	\$11,271,349.25	\$11,365,390.36	\$9,548,756.11

** If no data is shown, then there are no pledges for the current period.

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 5/1/2025 2:32:10 PM

Management Report
Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 30-Apr-25
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Safekeeping

Code	Cusip	Description	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
		FAS 115							
Total Pledged						<u>\$52,060,000.00</u>	<u>\$14,309,325.19</u>	<u>\$14,422,215.16</u>	<u>\$12,381,759.47</u>
		\$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			\$14,309,325.19	Other securities with Stated Maturity Over 2 Years			

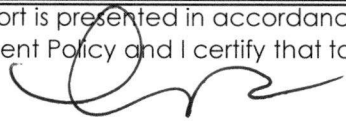
** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for April 2025

Current Date: 4/30/2025

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		4.335				100.00	13,739,873.18	13,739,873.18	100.00	13,739,873.18	1	48,787.16
Texas Class	LGIP		4.440				100.00	38,462,126.06	38,462,126.06	100.00	38,462,126.06	1	140,455.56
US Bank	Cash		4.260				100.00	124,677.67	124,677.67	100.00	124,677.67	1	2,296.90
Depository	Cash		3.040				100.00	13,904,937.06	13,904,937.06	100.00	13,904,937.06	1	23,316.56
								66,231,613.97	66,231,613.97		66,231,613.97		214,856.18

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				-	136,246.69
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			48,787.16				-	355,323.98
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			140,455.56				-	1,066,744.27
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			2,296.90				-	22,704.55
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	-	-	214,856.18	-	-	-	-	1,581,019.49

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%								3.27%
TEXPOOL	5.36%	4.73%	4.56%	4.88%	4.39%	4.36%	4.34%	4.36%	4.34%								4.62%
TEXAS CLASS	5.56%	4.88%	4.75%	5.06%	4.54%	4.49%	4.44%	4.49%	4.44%								4.78%
US BANK	4.78%	4.61%	4.47%	4.62%	4.31%	4.29%	4.26%	4.29%	4.26%								4.45%

Brazoria County Toll Road Authority US Bank Activity and Interest Report for April 2025

Fund	Beginning Balance 4/1/25	Credits	Debits	Interest Earned	Ending Balance 4/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/25
Brazoria County Toll Road	122,380.77	124,677.67	-124,677.67	2,296.90	124,677.67	4.260	5/1/2025	124,677.67
US Bank Totals	116,841.01	124,677.67	-124,677.67	2,296.90	124,677.67			124,677.67

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for April 2025

Fund	Beginning Balance 4/1/25	Credits	Debits	Interest Earned	Ending Balance 4/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/2024
Toll Road Funds Construction	604,538.51	0.00	0.00	2,207.99	606,746.50	4.440	5/1/2025	606,746.50
Toll Road Funds O & M	12,334,213.67	0.00	0.00	45,049.14	12,379,262.81	4.440	5/1/2025	12,379,262.81
BCTRA LMTD REV BD 2024	27,382,918.32	0.00	(2,000,000.00)	93,198.43	25,476,116.75	4.440	5/1/2025	25,476,116.75
Texas Class Totals	40,321,670.50	0.00	(2,000,000.00)	140,455.56	38,462,126.06			38,462,126.06

Brazoria County Toll Road Authority Texpool Activity and Interest Report for April 2025

Fund	Beginning Balance 4/1/25	Credits	Debits	Interest Earned	Ending Balance 4/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/25
Toll Road Funds Construction	1,560,099.47	0.00	0.00	5,559.30	1,565,658.77	4.34	5/1/2025	1,565,658.77
Toll Road Funds O & M	12,130,986.55	0.00	0.00	43,227.86	12,174,214.41	4.34	5/1/2025	12,174,214.41
Texpool Totals	13,691,086.02	0.00	-	48,787.16	13,739,873.18			13,739,873.18

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

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)
<u>53,838,313.00</u>	

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.

6/10/2025

Treasurer's Monthly Cash and Investment Report for April 2025

Approve the Treasurer's Monthly Cash and Investment Report for April 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 **April 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 **April 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 **June 10, 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 **April 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 **\$234,103,857.61**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

Jay Burrige
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 **10th day of June, 2025**.

Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for April 2025

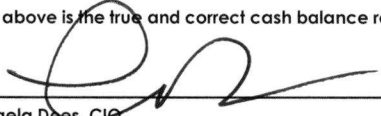
Account	Beginning Bank Balance 4/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 4/31/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,756,156.41	11,751,892.81	11,689,849.81	1,818,199.41	4,970.64	3.04
Operating	9,229,126.88	34,255,407.41	29,967,400.08	13,517,134.21	26,645.14	3.04
Comptroller Direct Deposit	2,653,056.02	2,484,465.53	3,401,590.25	1,735,931.30	2,927.84	3.04
Employee Benefit Trust Fund *	895,164.85	1,877,755.52	2,244,874.44	528,045.93	1,540.05	3.04
Credit Card Account	793,167.93	613,974.85	755,915.32	651,227.46	2,016.67	3.04
E-Filing / E-Recording	349,013.95	372,105.80	427,025.15	294,094.60	1,023.93	3.04
Parks Credit Card	57,491.96	51,833.86	57,320.68	52,005.14	135.10	3.04
Electronic Collections Clearing	86,897.96	105,586.14	86,938.39	105,545.71	239.72	3.04
Brazoria County Receivables	113,843.06	304,220.24	418,063.30	0.00	79.93	3.04
Tax Assessor/Collector Veh Inventory Prop Tax	400,046.34	292,469.30	2,899.47	689,616.17	1,189.59	3.04
Tax Assessor/Collector Boat Sales Tax *	24,126.34	58,584.25	38,847.57	43,863.02	43.82	3.04
Tax Assessor/Collector Motor Vehicle Acct	3,832,926.96	10,028,573.31	9,410,735.39	4,450,764.88	9,231.16	3.04
Tax Assessor/Collector Boat Collections	18,049.73	62,573.74	73,213.78	7,409.69	24.93	3.04
Tax Assessor/Collector Sales Tax Account *	523,152.42	6,456,877.07	4,919,079.71	2,060,949.78	4,520.17	3.04
Tax Assessor/Collector Tax Account	6,544,067.67	9,379,047.73	11,023,075.51	4,900,039.89	10,458.86	3.04
County Clerk Registry Fund	5,964,789.89	360,122.13	36,514.27	6,288,397.75	14,969.57	3.04
District Clerk Trust Fund	3,236,931.88	245,855.12	133,130.39	3,349,656.61	7,967.79	3.04
Sheriff Barber Shop Ed Training Program *	84,992.33	925.72	525.00	85,393.05	212.65	3.04
Sheriff's Dept Narcotic Unit-Operations	1,908.12	8,000.00	6,978.94	2,929.18	5.40	3.04
Comm. Super & Corrections Dept. Restitution Acct	154,502.62	26,959.43	48,125.64	133,336.41	356.46	3.04
District Atty Check Collection Account	20,040.10	0.00	542.64	19,497.46	49.38	3.04
Investment Acct	50,331.91	2,185,550.00	2,235,881.91	0.00	297.98	3.04
County Clerk Juvenile Restitution	2,323.57	1,381.60	1,265.44	2,439.73	7.34	3.04
District Clerk Restitution Fund	4,543.42	144.66	134.66	4,553.42	11.46	3.04
District Atty Task Force Operations	25,000.00	0.00	1,800.00	23,200.00	59.02	3.04
First National Bank of Lake Jackson Totals	36,821,652.32	80,924,306.22	(76,981,727.74)	40,764,230.80	88,984.60	

Total Balance of Non-Int Earning Accts: 4,407,457.01

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 45,171,687.81

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: **April 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."



Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 5/1/2025 2:32:11 PM

Management Report
Pledged To: BRAZORIA COUNTY

Date: 30-Apr-25
Page: 19
Section V-C

Safekeeping

Code	Cusip	Description	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
		FAS 115							
Total Pledged 130 To: BRC BRAZORIA COUNTY						\$332,135,297.00	\$58,719,512.06	\$59,165,048.94	\$49,889,494.98
		\$0.00 Munis with Maturity Under 2 Years			\$67,682.99	Other securities with Stated Maturity Under 2 Years			
		\$0.00 Munis with Maturity Over 2 Years			\$58,651,829.07	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 April 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	55	\$ 302,191.45
Treasurer BCSO Transport Cash/Checks Deposits Processed	10	\$ 6,574.00
Treasurer Remote Deposits Processed	41	\$ 317,329.82
HealthCare Invoices processed	11	\$ 2,083,314.17
Retiree Premium Processed	387	\$ 52,459.26
Under 65 Retiree Prepaid 401H Reimbursements processed	142	\$ 41,890.00
Over 65 Retiree Prepaid 401H reimbursements processed	267	\$ 74,178.00
Wire Transfers executed	98	\$ 20,769,773.22
Toll Road Wires Executed	10	\$ 451,363.84
EFT files processed	18	\$ 10,406,360.21
Account Payables checks printed and distributed (102101)	1117	\$ 13,181,128.94
Jury Payments Processed	1489	\$ 51,428.00
BCCSCD checks printed and distributed	111	\$ 60,243.32
HUD checks printed and distributed	79	\$ 137,383.60
Payroll checks printed and distributed (102821)	59	\$ 52,627.87
Payroll advices printed and distributed (est):		\$ -
Stop payments issued	28	\$ 74,363.76
Positive Pay files processed:	6	\$ -
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	0	-

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."

A handwritten signature in black ink, appearing to read "Angela Dees", written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer



Brazoria County General Ledger Fund Balance Activity
April 1, 2025 - April 30, 2025

998 Included

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month.
Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated.
Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	-\$46,244,163.21	\$68,105,556.27	-\$53,705,188.49	-\$31,843,795.43	\$156,361,950.72	\$5,762,114.77	-\$24,000,000.00	\$138,124,065.49
10100 - General Fund - Construction	\$109,476.88	\$0.00	\$0.00	\$109,476.88				
10110 - Grand Parkway								
10200 - Juv Prob Fees	\$14,690.97	\$110.73	-\$349.37	\$14,452.33				
10300 - Unclaimed Juvenile Restitution	\$11,568.52	\$0.00	\$0.00	\$11,568.52				
10340 - Constable 4 Marine Team	\$45,366.58	\$97.89	\$0.00	\$45,464.47				
10350 - Sheriff Special Response Team	\$11,522.06	\$24.86	\$0.00	\$11,546.92				
10351 - Sheriff Drone Team	-\$7,082.35	\$0.00	-\$1,289.20	-\$8,371.55				
10352 - Sheriff Marine Team	-\$6,571.08	\$0.00	-\$151.93	-\$6,723.01				
10353 - Sheriff Dive Team	-\$2,571.72	\$0.00	-\$196.98	-\$2,768.70				
10400 - Env Health-Retail Food Permits	-\$8,317.11	\$31,469.90	-\$38,507.97	-\$15,355.18				
10500 - District Clerk Contingency	\$560,974.00	\$1,236.29	-\$9.98	\$562,200.31	\$304,650.75	\$1,085.59	\$0.00	\$305,736.34
10600 - Fire Training Field	\$14,119.25	\$30.33	-\$65.22	\$14,084.36				
10700 - Parks Special Events	\$26,530.16	\$257.23	-\$105.94	\$26,681.45				
10710 - Parks SFA Special Projects	\$10,700.39	\$272.41	-\$137.11	\$10,835.69				
10850 - CPS-Donations	\$40,397.23	\$1,768.98	-\$840.00	\$41,326.21				
20000 - Road and Bridge Non-Construct	\$20,112,489.92	\$2,058,892.44	-\$3,933,002.61	\$18,238,379.75	\$35,555,465.73	\$128,223.79	\$0.00	\$35,683,689.52
20500 - Road and Bridge Construction	\$16,372.90	\$1,081,612.01	-\$1,084,174.75	\$13,810.16				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-\$342,255.62	\$372,844.01	-\$372,562.77	-\$341,974.38				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-\$5,380.93	\$7,594.44	-\$5,689.48	-\$3,475.97				
30600 - HHS-RLSS-LPHS	-\$4,831.66	\$8,991.68	-\$8,861.63	-\$4,701.61				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-\$47,930.47	\$34,856.81	-\$31,070.24	-\$44,143.90				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity	-\$191,584.89	\$258,864.34	-\$138,659.51	-\$71,380.06				
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-\$16,547.85	\$30,980.82	-\$24,333.63	-\$9,900.66				
30711 - COVID Health Disparities	\$0.01	\$0.00	\$0.00	\$0.01				
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-\$11,883.69	\$6,728.31	-\$13,498.58	-\$18,653.96				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-\$7,389.18	\$5,358.86	-\$8,103.97	-\$10,134.28				
30850 - HHS-CPS-Title IV-E Legal Svcs	-\$333,546.31	\$81,807.41	-\$182,711.37	-\$434,450.27				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	\$319.21	\$0.00	\$0.00	\$319.21				
31500 - DHS-St Homeland Sec-UASI	-\$480.00	\$0.00	-\$240.00	-\$720.00				
31501 - DHS-St-UASI-M&A	-\$621.28	\$864.63	-\$613.06	-\$369.71				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade	-\$157,462.00	\$0.00	\$0.00	-\$157,462.00				
31506 - DHS-BC Mobile Command Trailer	\$0.00	\$0.00	-\$104,507.52	-\$104,507.52				
31508 - DHS-BC Mobile Command Vehicle								
31550 - DHS-Breach Attack Simulation	-\$56,000.00	\$0.00	\$0.00	-\$56,000.00				
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	\$1,387,186.77	\$206,532.73	-\$195,993.93	\$1,397,725.57				
32030 - HUD-AllYrs-Section 8-SVs-ADM	\$0.00	\$0.00	-\$4,000.00	-\$4,000.00				
32052 - HUD-AllYrs-Section 8-EHV-ADM	\$214,159.06	\$1,978.68	-\$2,651.98	\$213,485.76				
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	\$135,087.52	\$834,082.00	-\$813,656.25	\$155,513.27				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32153 - HUD-FY23-Section 8-EHV-HAP	\$20,257.54	\$80,328.00	-\$69,148.00	\$31,437.54				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-\$112,675.65	\$46,528.17	-\$51,881.24	-\$118,028.72				
32214 - HOME	\$15,864.44	\$5,714.68	-\$72,558.59	-\$50,979.47				
32215 - ESG	\$56.43	\$0.00	\$0.00	\$56.43				
32600 - HUD-Texas CDBG	-\$438,325.41	\$0.00	-\$2,450.18	-\$440,775.59				
32610 - HUD-2016 Flood GLO	-\$170,474.19	\$343.20	-\$1,073.88	-\$171,204.87				
32620 - HUD-Harvey GLO	-\$40,591.82	\$906.12	-\$1,732.33	-\$41,418.03				
33200 - USDOJ-Crime Vict Assist-VOCA	-\$35,079.23	\$67,100.47	-\$65,001.90	-\$32,980.66				

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	-\$10,252.25	\$31,353.92	-\$23,215.13	-\$2,113.46				
33301 - OOG - Mental Health Court	\$1,844.45	\$2,677.26	-\$1,506.69	\$3,015.02				
33303 - OOG-Body Worn Cameras	-\$20,895.00	\$41,790.00	-\$20,895.00	\$0.00				
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-\$4,918.19	\$21,345.12	-\$18,710.54	-\$2,283.61				
33320 - USDOJ-Veterans Court Program	\$3,793.42	\$8,476.70	-\$15,163.51	-\$2,893.39				
33330 - USDOJ-Domestic Violence Court	-\$17,858.98	\$5,955.08	-\$10,260.10	-\$22,164.00				
33415 - OJP-Edward Byrne Mem JAG Grant	\$18,985.00	\$0.00	\$0.00	\$18,985.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-\$4,923.90	\$0.00	\$0.00	-\$4,923.90				
33510 - USDOJ-Organized Crime Drug Enf	-\$3,176.70	\$6,353.40	-\$3,176.70	\$0.00				
33515 - Auto Theft Task Force								
33516 - Texas Anti-Gang Program								
33517 - Auto Theft Task Force	-\$49,755.46	\$28,385.46	-\$57,381.53	-\$78,751.53				
33518 - Texas Anti-Gang Program	\$196.72	\$0.00	-\$196.72	\$0.00				
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	\$195,198.66	\$421.18	\$0.00	\$195,619.84				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resort Park Trail Dvlpmnt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-\$823.01	\$205.75	\$0.00	-\$617.26				
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	\$0.00	\$0.00	\$861,774.27				
34616 - FEMA-Hazard Mitigation Grant P	-\$3,422,949.79	\$1,030,295.39	-\$1,202,042.77	-\$3,594,697.17				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-\$246,296.74	\$25,609.84	-\$12,804.92	-\$233,491.82				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-\$1,150,192.48	\$184,352.96	-\$388,836.29	-\$1,354,675.81				
34627 - January 2025 Winter Storm	-\$339,177.28	\$679,751.42	-\$340,574.14	\$0.00				
34715 - FCC-E-Rate Library Program	-\$43,628.95	\$473.81	-\$13,591.36	-\$56,746.50				
34717 - FCC-Library ECF Funding	\$3,479.74	\$0.00	\$0.00	\$3,479.74				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-\$497,323.94	\$0.00	\$0.00	-\$497,323.94				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	\$24,701,366.06	\$0.00	-\$2,352,347.84	\$22,349,018.22	\$4,241,629.76	\$14,903.41	-\$144,902.39	\$4,111,630.78
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)	-\$5,341,178.06	\$0.00	-\$283,650.87	-\$5,624,828.93				
34882 - TXDOT-CR59 (CSJ 305)	-\$2,162,583.59	\$0.00	\$0.00	-\$2,162,583.59				
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								
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	\$355,618.10	\$401,990.46	-\$349,611.46	\$407,997.10				
35010 - TJJD-Salary Adjustment Grant	\$296,165.40	\$42,116.93	-\$85,262.07	\$253,020.26				
35015 - Supplemental & Emergent Funds								
35650 - TJPC-JJAEP-Boot Camp-8/31	-\$367,036.55	\$56,557.19	-\$116,193.56	-\$426,672.92				
35660 - TJPD-JJAEP Discretionary								
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversioAlt-"R"	\$2,460.00	\$10,000.00	-\$5,000.00	\$7,460.00				
36076 - TPW-Resort-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								
36410 - Texas Veterans Treatment Crt	-\$767.17	\$0.00	\$0.00	-\$767.17				
36602 - GLO-CEPRA-SLP	\$15,036.50	\$0.00	\$0.00	\$15,036.50				
36603 - GLO-Follett Dune Restoration	\$1,128,251.04	\$2,417.91	-\$7,661.43	\$1,123,007.52				
36605 - GLO-Beach User Fees	-\$252,915.28	\$41,463.68	-\$89,191.18	-\$300,642.78				
36606 - GLO_CMP_SJP	-\$4,535.83	\$9,501.32	-\$352,343.62	-\$347,378.13				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)	-\$414,885.98	\$829,771.96	-\$414,885.98	\$0.00				
37000 - OAG-VAG Grant	-\$12,515.46	\$24,091.93	-\$21,353.62	-\$9,777.15				
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	-\$45,849.57	\$88,917.74	-\$60,939.33	-\$17,871.16				
37710 - OAG-Opioid Settlement	\$66,799.93	\$608,440.48	-\$304,220.24	\$371,020.17				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37800 - OAG-Regional Juv Mental Hlth S	-\$1,500.00	\$0.00	-\$400.00	-\$1,900.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP	-\$5,267.64	\$0.00	\$0.00	-\$5,267.64				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	\$757,623.28	\$142,809.60	-\$170,349.32	\$730,083.56				
38010 - Economic Development Tax Abate	\$439,984.45	\$75,003.91	-\$513,170.81	\$1,817.55				
38020 - BC Industrial Development Corp	\$101,980.46	\$286.55	\$0.00	\$102,267.01				
38100 - Vital Statistics Fee	\$141,969.67	\$2,309.73	-\$751.00	\$143,528.40				
38110 - CC Records Mgmt-Recording	\$530,906.61	\$116,827.45	-\$116,792.30	\$530,941.76	\$1,091,613.48	\$3,889.86	\$0.00	\$1,095,503.34
38120 - CC Records Archive	\$2,871,477.02	\$124,334.92	-\$92,581.36	\$2,903,230.58				
38130 - CC Records Mgmt-Criminal	\$170,646.00	\$4,754.77	-\$1,193.90	\$174,206.87				
38200 - CC Records Mgmt-Civ,Crim,Prob	\$217,066.23	\$519.17	-\$39.24	\$217,546.16	\$360,182.28	\$1,283.47	\$0.00	\$361,465.75
38210 - County Graffiti Eradication	\$3,317.60	\$7.16	\$0.00	\$3,324.76				
38220 - CC-DC Technology	\$153,317.75	\$1,300.09	-\$290.68	\$154,327.16				
38230 - CC Records Preservation	\$122,971.08	\$325.52	\$0.00	\$123,296.60				
38240 - CC-DC Specialty Court	\$194,918.28	\$5,461.21	-\$1,534.77	\$198,844.72				
38250 - CCSB41 Consolidated Rec Mgmt	\$149,325.00	\$8,012.37	-\$3,740.00	\$153,597.37				
38251 - CCSB41 Clerk of Court Account	\$301,298.28	\$16,405.57	-\$7,925.00	\$309,778.85				
38300 - Child Abuse Prevention Fund	\$2,131.46	\$56.86	-\$17.55	\$2,170.77				
38310 - Family Protection Fund								
38320 - DC Records Management	\$68,493.27	\$1,840.90	-\$622.52	\$69,711.65				
38330 - DC Records Archive	\$45,514.55	\$126.38	-\$13.71	\$45,627.22				
38340 - DC Records Preservation	\$22,835.82	\$100.95	-\$23.06	\$22,913.71				
38350 - DC Records Technology	\$40,122.71	\$97.23	-\$10.61	\$40,209.33				
38360 - DCSB41 Consolidated Rec Mgmt	\$452,311.96	\$32,160.25	-\$15,781.60	\$468,690.61				
38361 - DCSB41 Clerk of Court Account	\$718,214.03	\$48,746.85	-\$23,488.37	\$743,472.51				
38400 - Justice Court Bldg Security	-\$117,350.53	\$39,515.40	-\$61,151.28	-\$138,986.41				
38410 - Justice Court Technology Fund	\$777,928.51	\$11,982.48	-\$5,154.89	\$784,756.10				
38420 - JPSB41 Support Fund	\$832,879.20	\$46,176.81	-\$14,450.30	\$864,605.71				
38500 - Courthouse Security	\$396,692.51	\$71,209.12	-\$100,658.87	\$367,242.76				
38501 - Courthouse Attny Access Card	\$18,568.71	\$505.39	-\$200.00	\$18,874.10				
38510 - SB41 Court Facility Fee Fund	\$390,222.74	\$25,033.91	-\$11,984.40	\$403,272.25				
38511 - SB41 County Jury Fund	\$195,109.35	\$12,508.43	-\$5,984.70	\$201,633.08				
38512 - SB41 Language Access Fund	\$159,256.40	\$9,322.79	-\$3,545.81	\$165,033.38				
38513 - SB41 Guardianship Fund	\$34,686.06	\$2,054.93	-\$1,120.00	\$35,620.99				
38514 - SB41 Court Report Service Fund	\$487,778.92	\$31,277.12	-\$14,986.74	\$504,069.30				
38515 - SB41 Appellate Judicial System	\$97,637.71	\$6,249.38	-\$2,987.34	\$100,899.75				
38516 - SB41 Judicial Edu and Support	\$16,900.66	\$986.50	-\$540.00	\$17,347.16				
38600 - LEOSE	\$92,957.16	\$400.76	-\$290.38	\$93,067.54				
38710 - D A Hot Check Collection	\$6,713.82	\$75.00	-\$1.29	\$6,787.53				
38720 - D A Supplemental	\$10,431.60	\$376.24	-\$14,687.32	-\$3,879.48				
38730 - D A Forfeiture, CCP Chapter 59	\$353,791.12	\$37,388.28	-\$53,672.23	\$337,507.18				
38750 - Pretrial Diversion	\$269,323.60	\$49,407.97	-\$48,119.49	\$270,612.08				
38810 - Voter Registration	\$0.00	\$0.00	-\$451.34	-\$451.34				
38820 - Special Inv,Dealer Escrow-Tax	\$218,807.65	\$10,194.89	-\$3,813.17	\$225,189.37	\$35,584.50	\$126.83	\$0.00	\$35,711.33
38830 - Scofflaw Fees, TTC Sect 502.01	\$2,308.62	\$15.00	\$0.00	\$2,323.62				
38910 - Election Services Contract	\$443,075.67	\$955.80	-\$107.78	\$443,923.69				
38920 - Elections - HAVA Equip. Rental	\$1,362,248.20	\$2,939.34	\$0.00	\$1,365,187.54				
39020 - Constable Pct 2 Forfeiture	\$3,037.12	\$6.55	\$0.00	\$3,043.67				
39040 - Constable Pct 4 Forfeiture	\$2,447.69	\$5.28	\$0.00	\$2,452.97				
39100 - Sheriff Contraband Forfeiture	\$80,041.89	\$170.21	-\$1,158.13	\$79,053.97				
39110 - Braz Cnty Narcotics Task Force	\$1,813,519.89	\$11,817.79	-\$49,900.83	\$1,775,436.85				
39120 - Sheriff Commissary Fund	\$1,435,025.60	\$198,462.51	-\$116,366.50	\$1,517,121.62				
39130 - Sheriff-Federal Forfeiture	\$594,339.51	\$7,831.63	-\$4,604.80	\$597,566.34				
39200 - Juvenile Case Manager Fund	\$26,062.83	\$40.54	-\$25.00	\$26,078.37				
39210 - Bond & Occupational LSF	\$16,689.26	\$13,026.66	-\$17,131.34	\$12,584.58				
39300 - Reliant Energy CARE Program	\$22,277.98	\$0.00	-\$416.00	\$21,861.98				
39305 - Direct Energy N2N	\$1,788.56	\$0.00	-\$176.89	\$1,611.67				
39306 - Cirro Energy - Utility Assist.	\$5,920.13	\$0.00	-\$500.81	\$5,419.32				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fin. Corp.	\$228.69	\$0.49	\$0.00	\$229.18				
39410 - Library-Special Projects	\$302,293.39	\$1,845.88	-\$3,766.12	\$300,373.15				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	\$24,093.84	\$0.00	\$0.00	\$24,093.84				
39615 - TPW Foundation-Grt TX Birding	\$10,000.00	\$0.00	\$0.00	\$10,000.00				
39620 - Shoreline Rest. Task Force	\$36,642.65	\$79.06	\$0.00	\$36,721.71				
39630 - 2006 GoM Energy Security Act	\$3,666,350.99	\$2,574,856.99	-\$1,677,330.36	\$4,563,877.62				
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	\$36,334.80	\$223.20	\$0.00	\$36,558.00				
39768 - Old Coffee Plantation Sp Asses	\$14,528.60	\$50.00	\$0.00	\$14,578.60				
39769 - Lindell-Hudspeth Dr Spec Asses	-\$749.17	\$0.00	\$0.00	-\$749.17				
39770 - Lindell-Frio Dr Spec Asses	-\$749.17	\$0.00	\$0.00	-\$749.17				
39771 - Lindell-Donley Dr Spec Asses	-\$69,364.16	\$0.00	\$0.00	-\$69,364.16				
39772 - Pinetree Trail Rd Spec Asses								
39774 - Forest Loop Special Assessment								
39775 - River Road (CR31a) Spec Asses								
39776 - Mustang Spur Spec Asses								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39777 - Jasper Special Assessment								
39778 - River Road Special Assessment	-\$340.00	\$0.00	\$0.00	-\$340.00				
39779 - Forest Loop Road Special Asses	\$75,061.36	\$0.00	\$0.00	\$75,061.36				
39800 - Law Library	-\$131,277.76	\$51,684.66	-\$67,257.86	-\$146,850.96	\$133,945.36	\$477.29	\$0.00	\$134,422.65
39900 - Mosquito Control District	\$1,381,070.99	\$118,206.40	-\$200,287.28	\$1,298,990.11	\$439,392.55	\$1,565.72	\$0.00	\$440,958.27
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	\$620,635.31	\$8,749.56	\$0.00	\$629,384.87	\$554,731.30	\$1,976.76	\$0.00	\$556,708.06
42000 - 2021 Gen Oblig Rfd (2012 CO)	\$186,120.45	\$13,843.02	\$0.00	\$199,963.47				
42100 - 2018 Cert of Oblig-I,S	\$596,409.89	\$5,821.00	\$0.00	\$602,230.89				
42200 - 2021 CO-Courthouse Campus I,S	\$2,827,169.55	\$29,451.90	\$0.00	\$2,856,621.45				
44000 - Toll Road-SH288-I&S	-\$819,989.49	\$285,965.10	-\$88.40	-\$534,112.79				
44100 - Toll Road-288EXT-I&S	\$109,800.00	\$95,000.00	\$0.00	\$204,800.00	\$6,711.68	\$0.00	\$0.00	\$6,711.68
45000 - Road Bonds-Mobility-I,S	\$1,672,935.98	\$20,757.66	\$0.00	\$1,693,693.64	\$997,154.51	\$3,553.30	\$0.00	\$1,000,707.81
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	\$2,540,689.90	\$5,482.08	\$0.00	\$2,546,171.98				
52200 - 2021 CO-Courthouse Campus C,M	-\$1,939,985.04	\$0.00	-\$3,919,413.19	-\$5,859,398.23				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	\$733,173.76	\$8,183.36	-\$1,666.46	\$739,690.66	\$2,164,637.98	\$7,767.29	\$0.00	\$2,172,405.27
54100 - Toll Road-SH288EXT-C & M	\$136,362.41	\$2,000,000.00	-\$1,101,514.63	\$1,034,847.78	\$27,376,206.64	\$93,198.43	-\$2,000,000.00	\$25,469,405.07
55000 - Mobility Plan								
57200 - Ring of Honor	\$66,546.77	\$143.59	\$0.00	\$66,690.36				
60500 - Airport Operating	-\$2,285,876.93	\$453,970.20	-\$469,452.36	-\$2,301,359.09				
61000 - BCTRA O&M SH288	\$13,970,614.08	\$1,427,702.37	-\$507,432.57	\$14,890,883.88	\$24,465,200.22	\$88,277.00	\$0.00	\$24,553,477.22
64000 - BCTRA FM518 PEDC-SH288	\$305,468.27	\$165.63	\$0.00	\$305,633.90				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-\$26,075.30	\$0.00	\$0.00	-\$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-\$2,097,333.82	\$0.00	\$0.00	-\$2,097,333.82				
71000 - Health Care Benefits	\$193,356.93	\$1,915,379.37	-\$2,215,105.55	-\$106,369.25	\$4,375,391.34	\$15,591.35	\$0.00	\$4,390,982.69
72000 - Employee Health Clinic	\$204,713.97	\$82,109.50	-\$142,236.50	\$144,586.97				
73000 - Insurance Reserve	\$485,672.02	\$1,022.46	-\$11,811.35	\$474,883.13	\$698,552.81	\$2,489.24	\$0.00	\$701,042.05
81000 - B Cnty Groundwatr Conserv Dist	\$2,600,721.22	\$88,398.47	-\$75,002.28	\$2,614,117.41				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-\$80,361.89	\$27,465.35	-\$54,911.64	-\$107,808.18				
81600 - CSCD-TAIP Treatment Alter.	\$35,894.00	\$5,132.63	-\$9,391.50	\$31,635.13				
81700 - CSCD DP17 - MHealth Caseloads	-\$865.36	\$11,767.70	-\$23,527.17	-\$12,624.83				
81800 - CSCD Basic Supervision Prog	\$719,476.45	\$713,968.09	-\$776,296.50	\$657,148.04				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	\$167,423.71	\$15,207.74	-\$30,408.17	\$152,223.28				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	\$34,195.19	\$10,732.34	-\$23,812.49	\$21,115.04				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	\$10,199.26	\$10,605.16	-\$21,351.85	-\$547.43				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	\$37,082.95	\$24,439.84	-\$58,609.66	\$2,913.13				
82600 - CSCD-Mental Health Treatment	-\$5,960.25	\$60,192.06	-\$25,218.94	\$29,012.87				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	\$1,772.02	\$3.82	\$0.00	\$1,775.84	\$16,400.80	\$58.42	\$0.00	\$16,459.22

Brazoria County Portfolio Report for April 2025

Current Date: 4/30/2025

Current Date: 4/30/2025																
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	1003	4.600	
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	0.9996	\$ 1,997,440.00	533	4.290	\$ 42,900.00
10000	FFCB	Agency	3133ERXG1	4.290	10/22/24	10/15/26	04/15/25	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9995	\$ 1,997,900.00	533	4.290	\$ 45,400.00
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	1.0005	\$ 2,000,900.00	1059	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	0.9998	\$ 1,998,140.00	904	4.350	\$ 43,500.00
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	1.0014	\$ 1,999,840.00	1031	4.700	
10000	FHLB	Agency	3130BAUM1	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	0.9992	\$ 2,000,160.00	834	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	0.9991	\$ 2,000,000.00	999	4.500	

matured or called

10000	FNMA	Agency 3135GARU7	5.375	04/24/24	04/23/27	04/23/25	\$	2,000,000.00	100.00	\$	2,000,000.00	\$	2,000,000.00	1.0005	\$	2,001,020.00	0	5.375	\$	53,750.00
-------	------	------------------	-------	----------	----------	----------	----	--------------	--------	----	--------------	----	--------------	--------	----	--------------	---	-------	----	-----------

997	TexPool	LGIP	4.336	\$	132,723,784.88	100.00	\$	132,723,784.88	\$	132,723,784.88	100.00	\$	132,723,784.88	1	4.336	\$	505,041.46
998	Texas Class	LGIP	4.436	\$	38,212,984.92	100.00	\$	38,212,984.92	\$	38,212,984.92	100.00	\$	38,212,984.92	1	4.436	\$	139,060.16
999	Depository	Cash	3.040	\$	45,171,687.81	100.00	\$	45,171,687.81	\$	45,171,687.81	100.00	\$	45,171,687.81	1	3.040	\$	88,984.60
				\$	234,108,457.61		\$	234,108,457.61	\$	234,108,457.61		\$	234,108,457.61			\$	918,636.22

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			88,984.60					835,698.01
				-				-									
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			505,041.46					3,214,063.21
								-									
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			139,060.16					1,018,407.48
				-				-									
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			185,550.00					580,911.11
				-				-									
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			918,636.22					5,649,079.81

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%								
TEXPOOL	5.36%	4.73%	4.56%	4.88%	4.39%	4.36%	4.33%	4.36%	4.34%								
TEXAS CLASS	5.56%	4.88%	4.75%	5.06%	4.54%	4.49%	4.44%	4.49%	4.44%								

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
	<u>588,125.00</u>	<u>6,460,000.00</u>	<u>426,625.00</u>	<u>7,474,750.00</u>

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

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

P:\Treas\Debt Service Bonds\ Debt Series 2021 Limited Tax Refunding Debt Service Payment Schedule.xls

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

P:\Treas\Debt Service Bonds\ Debt Series 2021 Unlimited Tax Refunding Debt Service Payment Schedule.xls

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

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
<hr/>				
	150,500.00	3,060,000.00	78,875.00	3,289,375.00
<hr/> <hr/>				

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
<hr/>				
	74,000.00	2,095,000.00	26,750.00	2,195,750.00
<hr/> <hr/>				

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

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **June 10, 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 **April 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 **\$234,103,857.61**.

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 **10th day of June, 2025**.





Notary Public in and for Brazoria County, Texas
My Commission Expires: **April 12, 2029**



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2.

6/10/2025

Issuance of a Purchase Order After the Fact - Brazoria County Housing Authority

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Brazoria County Housing Authority for which a requisition was not obtained prior to the purchase being made:

Gulf Coast Ford invoice #FOCS804107 dated May 23, 2025 in the amount of \$243.96

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.



3000 N. 288 Freeway
Angleton, TX 77515
1-888-828-7200
1-713-422-7200
www.gulfcoast.net

FOCS804107

FOCS804107



0101FOCS804107

CUSTOMER NO. 76261	ADVISOR SEAN	TAG NO. 7774	INVOICE DATE 05/23/25	INVOICE NO. FOCS804107
BRAZORIA COUNTY 111 E LOCUST ST STE 303 ANGLETON, TX 77515-4664 JUDITHW@BRAZORIA-COUNTY.COM RESIDENCE PHONE 281-369-3736 BUSINESS PHONE 979-864-1548	LABOR RATE	LICENSE NO.	MILEAGE 15,640	COLOR /
	YEAR / MAKE / MODEL 21/FORD TRUCK/EXPLORER/4DR RWD BASE			DELIVERY DATE
	VEHICLE I.D. NO. 1 F M S K 7 B H 9 M G B 3 5 2 7 4			DELIVERY MILES
	P.T.E. NO.			SELLING DEALER NO.
P.O. NO.			PRODUCTION DATE	
COMMENTS			MO: 15642	

JOB# 1 CHARGES-----

LABOR-----				WARRANTY	
J# 1 40FOZ	RECALL	TECH(S):7133			
	FORD 23S55 - Vehicle Rollaway From Driveshaft Disconnect				
	23S55E 3.6				
	PERFORM RECALL 23S55 INSTALL NEW SUBFRAME BUSHING NO COVER				
	DAMAGE				
PARTS-----QTY-----P-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-				WARRANTY	
1	PK23S55	RECALL 23S55			
1	L1MZ-4B425-D	INSULAT			
	GVN				
1	-W720988-S439	BOLT AN			
	GVN				
1	XG-1-E1	GREASE			
1	L85Z-3B477-A	RETAIN			
1	L1MZ-3B498-E	CIRCLIP			
2	L1MZ-3B498-F	CIRCLIP			
1	L1MZ-3C084-A	SEAL -			
1	-W719362-S439	BOLT			
1	-W719459-S439	BOLT AN			
3	-W719511-S439	BOLT			
2	XY-75W85-Q1	OIL - R			
1	-W520214-S440	NUT			
1	-W520516-S441	NUT - A			
1	-W714297-S440	NUT - H			
1	-W720034-S440	NUT AND			
2	-W717822-S439	BOLT			
1	-W719430-S439	BOLT AN			
TOTAL - PARTS			0.00		

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----				WARRANTY	
J# 2 12FOZ24	ENGINE CONCERN	TECH(S):7607			
	CUSTOMER STATES VEHICLE HAS WATER LEAK DOES NOT KNOW WHERE				
	COMING FROM OR IF A/C IS NOT DRAINING BUT NOTICING PUDDLES				
			185.00		

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM FORD IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT OUR SERVICE MANAGER.

THANK YOU

SERVICE HOURS

MONDAY - FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 3:00 P.M.

PARTS HOURS

MONDAY - FRIDAY
8:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 3:00 P.M.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SUPPLIES - A token charge equivalent to 15% of the labor charge is included for supplies used on your vehicle. Maximum charge of \$50. Applicable supply items are: Nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, hazardous waste, etc.

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT PLEASE TELL US IMMEDIATELY.

THANK YOU FROM
GULF COAST AUTO GROUP
The Reynolds and Reynolds Company (R&R)
SF 700130 Q (05/18)



3000 N. 288 Freeway
Angleton, TX 77515
1-888-828-7200
1-713-422-7200
www.gulfcoast.net

FOCS804107

FOCS804107



01011FOCS804107

CUSTOMER NO. 76261	ADVISOR SEAN	TAG NO. 7774	6739	INVOICE DATE 05/23/25	INVOICE NO. FOCS804107
BRAZORIA COUNTY 111 E LOCUST ST STE 303 ANGLETON, TX 77515-4664 JUDITHW@BRAZORIA-COUNTY.COM RESIDENCE PHONE 281-369-3736 BUSINESS PHONE 979-864-1548	LABOR RATE	LICENSE NO.	MILEAGE 15,640	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 21/FORD TRUCK/EXPLORER/4DR RWD BASE			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 1 F M S K 7 B H 9 M G B 3 5 2 7 4			SELLING DEALER NO.	PRODUCTION DATE
	E.T.E. NO.			P.O. NO.	FL. O. DATE 05/19/25
COMMENTS			MO: 15642		

OF WATER ON DRIVERS FLOOR CHECK AND ADVISE WITH ESTIMATE
COULD NOT DUPLICATE CONCERN, DROVE VEHICLE THROUGH CAR WASH
MULTIPLE TIMES, POURED WATER OVER VEHICLE WITH WATER HOSE
FOR 30 MINS, INSPECTED CARPET, WIRING THROUGH, WINDSHIELD
SEAL, NO WATER LEAKS FOUND AND NO WATER FOUND ON FLOORBOARD,
LET VEHICLE SIT RUNNING WITH A/C ON NO LEAKS FROM A/C CASE,
CUSTOMER CONCERN IS NOT PRESENT AT THIS TIME
NO PROBLEM FOUND AT THIS TIME, FLAGGED 1.0 FOR DIAG TIME

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE
FROM FORD IN THE NEXT FEW DAYS. IF
FOR ANY REASON YOU CANNOT GRADE
US "COMPLETELY SATISFIED" PLEASE
CONTACT OUR SERVICE MANAGER.

THANK YOU

SERVICE HOURS

MONDAY - FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 3:00 P.M.

PARTS HOURS

MONDAY - FRIDAY
8:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 3:00 P.M.

**NOT RESPONSIBLE FOR LOSS OR
DAMAGE TO CARS OR ARTICLES
LEFT IN CARS IN CASE OF FIRE,
THEFT OR ANY OTHER CAUSE
BEYOND OUR CONTROL.**

SUPPLIES - A token charge equivalent to
15% of the labor charge is included for
supplies used on your vehicle. Maximum
charge of \$50. Applicable supply items
are: Nuts, bolts, washers, tape, pins,
aerospray, shellac, solvent, rags,
carburetor cleaner, towels, solder, battery
cleaner, wire, window sealer, hazardous
waste, etc.

THANK YOU FOR THIS OPPORTUNITY
TO SERVE YOU. IT IS OUR AIM TO PER-
FORM ALL THE REPAIRS REQUESTED
ON THIS REPAIR ORDER TO YOUR
COMPLETE SATISFACTION. IF OUR
SERVICE WAS SATISFACTORY TELL
YOUR FRIENDS, IF NOT PLEASE TELL
US IMMEDIATELY.

THANK YOU FROM

GULF COAST AUTO GROUP

The Reynolds and Reynolds Company FORD/NISSAN
5F700130 Q (08/18)

JOB# 2 TOTALS-----
LABOR 185.00
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 185.00

JOB# 3 CHARGES-----
LABOR-----
J# 3 00FOZFWPR WIPER BLADES. TECH(S):7607 7.00
ONE PAIR OF DEALER-INSTALLED MOTORCRAFT PREMIUM WEAR WIPER
BLADES. TAXES EXTRA. SEE SERVICE ADVISOR FOR INSTALLATION,
VEHICLE APPLICATIONS AND DEALS.
INSTALL ONE PAIR OF MOTORCRAFT PREMIUM WEAR WIPER BLADES.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-				
1 LB5Z-17528-BA	BLADE A	25.98	25.98	25.98
GVN				
1 LB5Z-17528-AA	BLADE A	25.98	25.98	25.98
GVN				
TOTAL - PARTS				51.96

JOB# 3 TOTALS-----
LABOR 7.00
PARTS 51.96
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 58.96

JOB# 4 CHARGES-----
LABOR-----
J# 4 05FOZ MULTIPPOINTS TECH(S):7133 0.00
PERFORM A THOROUGH INSPECTION OF YOUR VEHICLE AND PROVIDE A
DETAILED VEHICLE REPORT CARD. CHECK FLUID LEVELS, INSPECT
WIPER BLADES, TEST BATTERY, INSPECT TIRES AND BRAKE WEAR,
INSPECT SAFETY SYSTEMS AND COMPONENTS FOR LEAKS AND DAMAGE.
PERFORM MULTI-POINT VEHICLE INSPECTION AND RECORD RESULTS ON
VEHICLE REPORT CARD.

JOB# 4 TOTALS-----
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

Gulf Coast

www.gulfcoast.net



**3000 N. 288 Freeway
Angleton, TX 77515
1-888-828-7200
1-713-422-7200
www.gulfcoast.net**



0101TFOCS804107

CUSTOMER NO 76261		ADVISON SEAN		TAG NO 7774	6739	INVOICE DATE 05/23/25	INVOICE NO F0CS804107
BRAZORIA COUNTY 111 E LOCUST ST STE 303 ANGLETON, TX 77515-4664		LABOR RATE	LICENSE NO.	MILEAGE 15,640	COLOR /	STOCK NO.	
		YEAR / MAKE / MODEL 21/FORD TRUCK/EXPLORER/4DR RWD BASE				DELIVERY DATE	DELIVERY MILES
		VEHICLE ID NO 1 F M S K 7 B H 9 M G B 3 5 2 7 4				SELLING DEALER NO	PRODUCTION DATE
		F.T.E. NO.		P.O. NO.	I.O. DATE 05/19/25		
JUDITHW@BRAZORIA-COUNTY.COM							
RESIDENCE PHONE 281-369-3736	BUSINESS PHONE 979-864-1548	COMMENTS MO: 15642					

TOTAL \$

* NEXT RECOMMENDED SERVICE:
* 05/19/2025 / 15642 MI 01FOZ085 85000 MILE SERVICE

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*****
*
* [ ] CASH [ ] CHECK CK NO. [ ]
*
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER
*
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE
*
*****

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TOTAL LABOR....	192.00
TOTAL PARTS....	51.96
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MTSC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 243.96

THANK YOU FOR CHOOSING GULF COAST FORD FOR YOUR
SERVICE NEEDS! FORD MAY CONTACT YOU IN REGARDS
TO YOUR RECENT SERVICE VISIT. WE WOULD BE GRATEFUL
IF YOU TOOK THE TIME TO FILL OUT THE SURVEY.
IF THERE IS ANY REASON THAT YOU ARE NOT COMPLETELY
SATISFIED, PLEASE CALL BRIAN BURNS @ 713-422-6271

CUSTOMER SIGNATURE

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM FORD IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT OUR SERVICE MANAGER.

THANK YOU

SERVICE HOURS

MONDAY - FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 3:00 P.M.

PARTS HOURS

MONDAY - FRIDAY
8:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 3:00 P.M.

NOT RESPONSIBLE FOR LOSS OR
DAMAGE TO CARS OR ARTICLES
LEFT IN CARS IN CASE OF FIRE,
THEFT OR ANY OTHER CAUSE
BEYOND OUR CONTROL.

SUPPLIES - A token charge equivalent to 15% of the labor charge is included for supplies used on your vehicle. Maximum charge of \$50. Applicable supply items are: Nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, hazardous waste, etc.

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT PLEASE TELL US IMMEDIATELY.

THANK YOU FROM

GULF COAST AUTO GROUP
The Reynolds and Reynolds Company **EXHIBIT**
SF700130 Q (08/18)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3.

6/10/2025

Supplemental Construction Material Testing Services for Courthouse Expansion Project

Approve the additional expenditure of \$3,440.04 to Terracon Consultants, Inc. for Supplemental Construction Material Testing Services, modifying their current contract, which was part of the original project budget, approved by Court Order 7.R.1. dated November 9, 2021, to perform Construction Material Testing Services for the Courthouse Expansion Project.

Whereas, the attached scope of work identifies the necessary tasks to perform additional construction material testing services for improvements in areas within the Brazoria County Courthouse Campus.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

Correction on wording of court order read in court

EXHIBIT “F-5”
CONTRACT AMENDMENT

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract Amendment in accordance with the original Scope of Work and any additional Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “F-5.”** County and Consultant may agree to amend this contract. Any further amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

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

Execution

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

Brazoria County, Texas

Terracon Consultants, Inc.
a Delaware company

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

By: _____

Marcus McClintock

Office Manager

Date: _____



22535 N. Hwy. TX-288B
Angleton, TX 77515
P (979) 202-1113
F (979) 202-1033
Terracon.com

June 3, 2025

Brazoria County TX
451 N Velasco St, Suite 230
Angleton, TX 77516

Attn: Matt Hanks, P.E.
E: matth@brazoria-county.com

Re: Change Order Request No. 1 Rev. 1
BCCCE – Administration Building Phase 2
237 E Locust St, Angleton, TX 77516
Terracon Project No. AS241159

Dear Mr. Hanks:

Terracon is providing the following budget status update and request for modification of budget for the BCCCE – Administration Building Phase 2 project. Terracon's current budget amount is \$4,121.50, which has recently been exceeded. Terracon would like to request funds in addition to the original contract amount.

The following items were not factored into our original budget estimate:

- 1 cancellation resulting in \$115 in cancellation fees.
- 1 additional trip for concrete testing
- 2 additional trips for field density testing
- 4 trips for reinforcing steel observations

Original Budget Estimate	\$4,121.50
Estimated Budget Increase	\$3,440.04
Final Adjusted Budget	\$7,561.54

If you have any questions or require additional information, please contact us at your convenience.

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F3272)

Marcus W. McClintock
Senior Associate
Office Manager

Jason L. Mills, PMP
Principal
Regional Manager

November 9, 2021
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 7.R.1

RE: Construction Material Testing Services for Courthouse Expansion Project

Approve the expenditure of \$295,009.00 to Terracon Consultants, Inc. for Construction Material Testing Services for the Courthouse Expansion Project.

Whereas, the attached scope of work identifies the necessary tasks to perform construction material testing services for improvements in areas within the Brazoria County Courthouse Campus.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4.

6/10/2025

Overtime Report

Approve the overtime expense report covering the months of March 2025, April 2025 and May 2025. The report now includes an additional page for beach overtime.

October 2024 overtime expense report is revised due to the original October report containing a September pay period.

The original amounts reported for October 2024 were \$544,071.56 and 11,351.33 hours. The correct amounts are \$384,929.92 and 7,815.74 hours.

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

Overtime FY 2025	OT WAGES	OT HOURS	# OF CHECKS			
October, 2024	\$384,929.92	7,815.74	2 Pay Checks	3 Payroll Checks in Month		
November, 2024	\$301,910.53	6,535.80	2 Pay Checks			
December, 2024	\$293,082.70	6,238.40	2 Pay Checks			
January, 2025	\$325,272.70	7,230.20	3 Pay Checks			
February, 2025	\$276,822.98	5,882.48	2 Pay Checks	See Page 2 for Beach OT Detail <i>1st June Payroll Beach OT – report will be updated once 2nd June Payroll is completed</i> 3 Payroll Checks	339 hours 1,781 hours	\$16,857.03 \$88,149.26
March, 2025	\$305,803.93	6,517.05	2 Pay Checks			
April, 2025	\$315,249.94	6,648.61	2 Pay Checks			
May, 2025	\$376,431.73	8,046.72	2 Pay Checks			
June, 2025	\$88,149.26	1,781.00	2 Pay Checks			
July, 2025			3 Pay Checks			
August, 2025			2 Pay Checks			
September, 2025			2 Pay Checks			
Total YTD	\$2,667,653.69	56,696.00				

Overtime History	Wages	Hours
2024	\$4,847,714.80	108,778.41
2023	\$3,067,604.65	69,780.60
2022	\$2,642,017.73	62,521.41
2021	\$1,518,681.88	34,467.52
2020	\$1,552,787.67	37,843.93
2019	\$2,158,486.24	57,263.63
2018	\$1,919,206.56	52,174.47
2017	\$1,645,203.89	45,757.26
2016	\$1,514,900.11	43,343.88
2015	\$1,241,630.35	37,107.39
2014	\$799,741.64	25,326.59

Overtime History	Wages	Hours
2013	\$577,614.68	19,255.54
2012	\$608,954.25	20,246.53
2011	\$711,033.42	24,252.77
2010	\$634,728.21	21,979.28
2009	\$851,997.65	29,658.22
2008	\$1,061,077.42	39,418.97
2007	\$968,740.18	38,855.64
2006	\$774,784.02	32,855.64
2005	\$647,554.26	28,521.22
2004	\$607,631.19	26,878.65
2003	\$274,632.33	11,768.79

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

2025 BEACH OVERTIME					
Pay Month/Pay Period	Event	Day(s)	Hours	Overtime Wages	
May (5/3 thru 5/16)	Jeep Weekend	Friday 5/16	339	\$16,857.03	
			339	\$16,857.03	TOTAL MAY 2025
June (5/17 thru 5/30)	Jeep Weekend	Saturday 5/17 thru Sunday 5/18	781.50	\$40,085.90	
	Memorial Day Weekend	Saturday 5/24 thru Monday 5/26	999.50	\$48,063.36	
June (5/31 thru 6/13)	Beach Weekend	Friday 5/30			
	Beach Weekend	Saturday 5/31 thru Sunday 6/1			
	Beach Weekend	Friday 6/6 thru Sunday 6/8			
	Beach Weekend	Friday 6/13			
				\$88,149.26	TOTAL JUNE 2025
July (6/14 thru 6/27)	Beach Weekend	Saturday 6/14 thru Sunday 6/15			
	Beach Weekend	Friday 6/20 thru Sunday 6/22			
	Beach Weekend	Friday 6/27			
July (6/28 thru 7/11)	Beach Weekend	Saturday 6/28 thru Sunday 6/29			
	Independence Day Weekend	Friday 7/4 thru Sunday 7/6			
	Beach Weekend	Friday 7/11			
July (7/12 thru 7/25)	Beach Weekend	Saturday 7/12 thru Sunday 7/13			
	Beach Weekend	Friday 7/18 thru Sunday 7/20			
	Beach Weekend	Friday 7/25			
					TOTAL JULY 2025
August (7/26 thru 8/8)	Beach Weekend	Saturday 7/26 thru Sunday 7/27			
	Beach Weekend	Friday 8/1 thru Sunday 8/3			
	Beach Weekend	Friday 8/8			
August (8/9 thru 8/22)	Beach Weekend	Saturday 8/9 thru Sunday 8/10			
	Beach Weekend	Friday 8/15 thru Sunday 8/17			
	Beach Weekend	Friday 8/22			
					TOTAL AUGUST 2025
September (8/23 thru 9/5)	Beach Weekend	Saturday 8/23 thru Sunday 8/24			
	Labor Day Weekend	Friday 8/29 thru Monday 9/1			
	Beach Weekend	Friday 9/5			
September (9/6 thru 9/19)	Beach Weekend	Saturday 9/6 thru Sunday 9/7			
	Beach Weekend	Friday 9/12 thru Sunday 9/14			
	Beach Weekend	Friday 9/19			
					TOTAL SEPTEMBER 2025



Brazoria County Overtime Report

04/19/2025 thru 05/16/2025

May 2025

Department		Position Nbr	OT Earnings	OT Hrs
18210	Justice of the Peace 2,1	00000096	\$185.19	4.24
			\$185.19	4.24
19300	District Attorney	00002137	\$242.30	4
		00002220	\$6,197.52	89
		00002253	\$1,916.85	32
		00002211	\$2,668.69	46
			\$11,025.36	171.00
25000	Courthouses and Associated Bui	00000322	\$360.69	7.37
			\$360.69	7.37
30000	County Sheriff	00002241	\$3,966.46	53.5
		00001517	\$1,861.75	23
		00002151	\$212.10	5
		00000540	\$678.52	15
		00000591	\$2,633.58	40
		00000553	\$1,790.21	28
		00001582	\$1,446.89	32
		00000594	\$444.40	6
		00000494	\$2,509.89	33
		00000506	\$2,553.83	34.5
		00001867	\$1,466.03	21
		00000589	\$1,826.34	33
		00000588	\$1,114.53	22
		00001083	\$3,831.56	60
		00000610	\$626.74	8
		00000492	\$391.75	5
		00000422	\$124.05	2
		00000510	\$1,547.27	25
		00002280	\$1,442.67	24
		00001512	\$1,525.08	36
		00000537	\$382.78	6
		00000532	\$2,298.59	36
		00001931	\$1,402.99	22
		00001800	\$1,085.70	17
		00000552	\$156.80	3
		00000488	\$1,316.60	22
		00001126	\$1,373.27	29
		00000590	\$468.88	9
		00000505	\$1,274.62	20
		00001088	\$191.78	3

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Sheriff Cont.	00000587	\$351.69	7
	00001086	\$961.60	15.5
	00001930	\$3,154.68	51
	00001648	\$156.26	3
	00000565	\$1,712.76	37
	00000567	\$3,984.78	86
	00000496	\$638.76	10
	00000515	\$155.56	3
	00001479	\$680.40	16
	00002007	\$3,400.75	55
	00000582	\$1,055.39	31.5
	00000554	\$209.33	4
	00001481	\$311.76	6
	00000530	\$905.67	18
	00000559	\$2,079.01	40
	00000502	\$123.84	2
	00002219	\$2,552.20	40
	00000508	\$761.94	12
	00000609	\$1,019.46	16
	00002037	\$905.27	18
	00000593	\$2,603.40	58
	00000611	\$778.56	15
	00001393	\$1,553.86	39
	00000518	\$645.57	14
	00001961	\$2,182.56	41
	00000501	\$1,259.25	25
	00000579	\$425.87	13.5
	00002035	\$1,445.32	22
	00000357	\$1,978.21	32
	00000493	\$3,240.52	54
	00000570	\$1,770.92	43
	00000547	\$354.35	7
	00000563	\$907.03	22
	00000112	\$906.94	18
	00000481	\$47.31	1.5
	00000491	\$625.46	8
	00001724	\$276.69	6
	00002038	\$1,849.29	29
	00000529	\$1,284.07	17
	00000536	\$63.83	1
	00000576	\$73.02	2
	00000503	\$1,578.18	25.5
	00001513	\$908.71	18
	00002036	\$1,044.13	22
	00000558	\$4,191.03	91
	00000549	\$45.98	1
	00000603	\$451.05	9.5

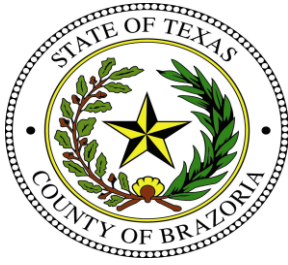
Department		Position Nbr	OT Earnings	OT Hrs
Sheriff Cont.		00002169	\$551.78	12
		00000538	\$858.18	17
		00000548	\$731.67	15
		00000499	\$1,299.76	21
		00001087	\$923.58	15
		00001649	\$857.84	17
		00000500	\$2,343.41	39
		00000595	\$2,154.81	35
		00002194	\$138.28	3
		00000598	\$913.91	24.33
		00000562	\$1,325.96	28
		00001722	\$459.79	10
		00000531	\$1,289.55	28
		00000509	\$2,655.72	43
		00000513	\$873.36	19
		00002273	\$505.65	11
		00001478	\$2,882.74	59
		00002121	\$784.05	16
		00001476	\$377.06	12.33
		00000053	\$1,648.91	44
		00001480	\$1,011.01	22
		00001962	\$307.75	5
		00000516	\$2,021.98	44
		00000599	\$326.26	9.5
		00000557	\$2,555.91	54
		00002120	\$1,998.40	41
		00000535	\$183.77	4
			\$131,538.97	2,427.16
30100	Animal Control	00002198	\$3,088.43	65
		00002203	\$1,094.87	33.75
		00002205	\$1,765.72	57.75
		00002204	\$565.52	18.5
		00002202	\$1,566.54	51.25
			\$8,081.08	226.25
32100	Constable-Precinct 1	00001060	\$988.41	13
		00002083	\$376.61	7
		00001963	\$1,091.74	21
		00002008	\$202.39	4
		00001845	\$259.83	5
			\$2,918.98	50.00
32200	Constable-Precinct 2	00002012	\$354.60	7
		00001061	\$151.99	2
		00001578	\$660.09	11
			\$1,166.68	20.00

Department		Position Nbr	OT Earnings	OT Hrs
32300	Constable-Precinct 3	00001062	\$71.95	1
		00001805	\$1,383.69	25
		00001581	\$796.96	20
		00001553	\$1,979.97	38
			\$4,232.57	84.00
32400	Constable-Precinct 4	00001551	\$309.74	8
		00001806	\$254.92	4
		00001583	\$1,007.78	20
		00002122	\$50.39	1
			\$1,622.83	33.00
34200	Fire Marshal	00002103	\$332.42	4.75
		00002101	\$485.26	8.83
			\$817.68	13.58
35000	Detention Center	00000351	\$2,343.62	46
		00001607	\$204.72	4
		00000466	\$2,316.42	45.5
		00001109	\$36.96	1
		00000402	\$2,439.14	36
		00000332	\$2,786.49	55
		00000369	\$2,836.71	56
		00000220	\$151.09	4.5
		00000342	\$2,135.63	46
		00000463	\$1,113.08	24
		00000431	\$979.36	21
		00000426	\$5,317.45	114.5
		00000394	\$2,601.14	56
		00001590	\$2,328.12	51.5
		00000366	\$1,941.04	46
		00000478	\$466.57	10
		00000399	\$1,747.45	23
		00000371	\$220.02	4
		00001601	\$814.55	18
		00001602	\$359.10	8
		00000401	\$3,152.59	51
		00000400	\$639.00	10
		00000444	\$720.60	17
		00000335	\$1,373.72	32.5
		00000456	\$1,020.04	16
		00000334	\$1,076.19	18
		00000328	\$1,789.30	25
		00000455	\$1,558.43	26
		00000368	\$552.23	13
		00000439	\$1,697.83	40
		00000440	\$451.15	11
		00000349	\$1,989.04	47
		00000375	\$844.50	20
		00000352	\$3,399.43	88

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Detention Cont.	00000423	\$553.09	13
	00000457	\$1,857.05	44
	00000388	\$1,608.05	38
	00000429	\$84.70	2
	00001599	\$3,037.73	72
	00000347	\$6,143.22	150
	00000358	\$1,084.02	28
	00000384	\$164.42	4
	00000427	\$4,186.37	102
	00001604	\$2,007.43	49
	00000445	\$409.62	10
	00001597	\$4,894.00	119.5
	00000380	\$412.15	10
	00000443	\$4,013.22	98
	00000363	\$286.74	7
	00000385	\$1,001.41	24.45
	00000476	\$173.41	4.22
	00000409	\$40.97	1
	00000435	\$1,802.16	44
	00001106	\$3,008.36	71
	00000395	\$1,925.01	47
	00000442	\$3,077.79	75
	00001598	\$4,028.78	98
	00001595	\$1,392.55	34
	00000430	\$994.11	25
	00000407	\$1,033.98	26
	00000343	\$1,431.60	36
	00000386	\$1,138.97	27
	00000345	\$1,932.91	48.5
	00000465	\$1,431.50	36
	00002183	\$63.29	1.5
	00000367	\$4,562.54	118
	00000437	\$516.84	13
	00001589	\$1,780.31	46
	00000459	\$674.81	16
	00000480	\$159.04	4
	00001116	\$1,042.12	27
	00000336	\$4,129.48	107
	00000350	\$3,164.75	82
	00000390	\$1,080.71	28
	00000365	\$634.60	16.44
	00000359	\$1,929.87	50
	00000376	\$5,171.30	134
	00000391	\$851.27	22
	00000450	\$1,080.43	28
	00001105	\$851.22	22
	00000378	\$2,083.67	54

Department		Position Nbr	OT Earnings	OT Hrs
Detention Cont.		00000414	\$3,362.97	87
		00001594	\$2,623.86	68
		00001591	\$385.89	10
		00000346	\$425.78	11
		00001600	\$385.89	10
		00001593	\$1,835.68	49
		00000428	\$1,350.52	35
		00000464	\$733.19	19
		00000361	\$115.77	3
		00000479	\$3,093.20	80
		00000434	\$501.65	13
		00000412	\$2,397.04	62
		00000416	\$1,910.11	51
			\$157,455.83	3,695.11
36000 Juvenile Probation		00001011	\$453.67	9
		00000638	\$995.44	19.25
		00001667	\$320.53	6.75
			\$1,769.64	35.00
56000 Parks		00001091	\$3,383.21	58
		00000057	\$2,119.50	78.5
		00000804	\$2,562.20	48
		00001797	\$870.55	24.5
		00001900	\$996.96	26.5
		00000814	\$1,828.29	43.33
		00000801	\$794.02	20.5
		00001181	\$801.65	19
		00000806	\$684.81	14
		00001448	\$1,073.84	27.02
		00000807	\$1,409.08	28
		00000815	\$291.92	8.5
		00000798	\$3,003.88	63.31
		00001953	\$952.28	28.5
		00000817	\$1,952.32	52
		00001975	\$4,404.31	85
		00000812	\$521.01	14.3
		00000796	\$2,204.47	50.5
		00000803	\$178.16	4.89
		00001188	\$999.00	37
		00001976	\$1,493.73	41
		00002098	\$1,009.80	33.66
		00001938	\$616.14	19
		00002058	\$999.00	37
		00000808	\$2,106.39	53
		00000799	\$457.15	14.5
			\$37,713.67	929.51

Department		Position Nbr	OT Earnings	OT Hrs
72000	RB Central Service Center	00000877	\$255.94	4
		00000873	\$248.54	4
		00000875	\$120.63	2
		00000907	\$20.57	0.5
		00000905	\$39.85	1
			\$685.53	11.50
Total			\$359,574.70	7,707.72



Brazoria County Overtime Report

03/22/2025 thru 04/18/2025

April 2025

Department		Position Nbr	OT Earnings	OT Hrs
19100	Indigent Defense	00001638	\$182.65	3.5
			\$182.65	3.50
19300	District Attorney	00002220	\$4,668.15	67
		00000254	\$119.66	2.83
		00002253	\$239.71	4
		00002211	\$3,190.82	55
			\$8,218.34	128.83
21000	Tax Assessor-Collector	00001507	\$443.60	10.51
			\$443.60	10.51
30000	County Sheriff	00002241	\$2,930.24	39.5
		00002185	\$117.76	1.5
		00001517	\$1,698.73	21
		00002151	\$169.65	4
		00000540	\$497.64	11
		00000591	\$1,974.65	30
		00000553	\$959.74	15
		00001582	\$1,313.42	29
		00000594	\$666.42	9
		00000494	\$304.57	4
		00000506	\$4,919.55	66.5
		00001867	\$1,885.95	27
		00001519	\$816.26	18
		00000589	\$1,881.55	34
		00000511	\$3,832.12	60
		00000592	\$1,183.51	16
		00000588	\$101.46	2
		00001084	\$976.58	14
		00002006	\$127.76	2
		00001083	\$3,958.61	62
		00000610	\$2,270.83	29
		00000492	\$156.74	2
		00000422	\$93.04	1.5
		00002280	\$448.08	7.5
		00001512	\$1,165.21	27.5
		00001931	\$191.43	3
		00001800	\$2,107.61	33
		00000488	\$628.44	10.5
		00001126	\$1,231.16	26
		00000590	\$729.30	14

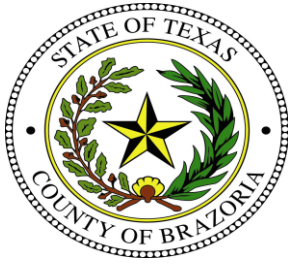
<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Sheriff Cont.	00000505	\$1,562.05	24.5
	00000587	\$1,657.84	33
	00001086	\$992.02	16
	00001930	\$2,351.37	38
	00001648	\$832.88	16
	00000567	\$743.62	16
	00000496	\$3,891.12	61
	00000515	\$362.84	7
	00001479	\$2,164.50	51
	00002007	\$2,628.20	42.5
	00000582	\$938.13	28
	00001932	\$893.71	14
	00000530	\$151.00	3
	00000559	\$1,456.09	28
	00000502	\$866.45	14
	00002219	\$1,468.37	23
	00001477	\$929.70	15
	00000508	\$380.97	6
	00000609	\$254.97	4
	00000685	\$1,175.06	19
	00002037	\$804.82	16
	00000593	\$1,302.63	29
	00000611	\$2,075.68	40
	00000583	\$65.04	2
	00001393	\$1,135.75	28.5
	00000518	\$1,982.33	43
	00001961	\$1,171.28	22
	00000501	\$806.39	16
	00002035	\$2,560.82	39
	00000493	\$2,340.87	39
	00001514	\$2,603.61	50
	00000570	\$2,344.75	57
	00000547	\$101.29	2
	00000563	\$1,092.15	26.5
	00000112	\$1,460.85	29
	00000481	\$488.82	15.5
	00000491	\$2,071.25	26.5
	00001724	\$92.22	2
	00002038	\$1,658.23	26
	00000529	\$1,661.78	22
	00000536	\$63.83	1
	00000576	\$365.06	10
	00000560	\$980.51	20
	00000503	\$805.14	13
	00001513	\$1,211.68	24
	00002036	\$617.15	13
	00000558	\$1,336.64	29

Department		Position Nbr	OT Earnings	OT Hrs
Sheriff Cont.		00000546	\$597.74	13
		00002182	\$507.08	11
		00002213	\$475.98	10
		00000603	\$901.82	19
		00002169	\$275.89	6
		00000538	\$1,662.51	33
		00000548	\$97.56	2
		00000499	\$1,640.39	26.5
		00001649	\$1,060.05	21
		00000500	\$2,043.77	34
		00000595	\$3,755.60	61
		00000562	\$852.18	18
		00000037	\$236.73	5
		00001722	\$137.91	3
		00000531	\$1,611.92	35
		00000509	\$3,705.24	60
		00000513	\$459.69	10
		00001478	\$97.80	2
		00002121	\$1,322.82	27
		00000053	\$1,123.89	30
		00001721	\$306.52	6.67
		00001480	\$137.87	3
		00001962	\$984.80	16
		00000516	\$1,010.99	22
		00000557	\$2,697.64	57
		00002120	\$1,169.79	24
			\$127,113.65	2,274.67
30100 Animal Control		00002198	\$1,020.73	18.5
		00002203	\$1,232.70	38
		00002205	\$1,082.47	35.4
		00002204	\$827.75	27.08
		00002202	\$531.79	17.4
			\$4,695.44	136.38
32100 Constable-Precinct 1		00001550	\$160.48	4
		00001060	\$1,140.60	15
		00002083	\$537.69	10
		00001963	\$1,039.98	20
		00001354	\$742.04	12
		00002008	\$834.26	16.5
		00001845	\$519.40	10
			\$4,974.45	87.50
32200 Constable-Precinct 2		00001804	\$101.07	2
		00002012	\$1,214.12	24
		00001061	\$759.70	10
		00001578	\$420.13	7
			\$2,495.02	43.00

Department		Position Nbr	OT Earnings	OT Hrs
32300	Constable-Precinct 3	00001805	\$360.14	6.5
		00001581	\$398.48	10
		00002100	\$208.07	4.5
		00001553	\$1,120.68	21.5
			\$2,087.37	42.50
32400	Constable-Precinct 4	00001063	\$71.78	1
		00001853	\$181.08	3
		00001551	\$116.15	3
		00001583	\$504.08	10
		00002122	\$100.77	2
			\$973.86	19.00
34200	Fire Marshal	00002103	\$163.16	2.33
		00002101	\$522.48	9.51
			\$685.64	11.84
35000	Detention Center	00000351	\$1,831.79	36
		00001607	\$204.72	4
		00000466	\$1,120.52	22
		00001109	\$36.96	1
		00000332	\$507.43	10
		00000369	\$1,721.83	34
		00000403	\$32.04	0.5
		00000220	\$50.37	1.5
		00000342	\$2,508.84	54
		00000463	\$2,642.05	57
		00000431	\$466.27	10
		00000426	\$2,137.76	46
		00000394	\$465.07	10
		00000366	\$2,869.66	68
		00000399	\$1,064.28	14
		00000371	\$165.02	3
		00001601	\$45.32	1
		00001602	\$44.89	1
		00000331	\$221.54	3
		00000401	\$3,217.05	52
		00000444	\$2,160.48	51
		00000335	\$887.97	21
		00000456	\$2,199.26	34.5
		00000334	\$5,319.56	89
		00000455	\$3,356.37	56
		00000368	\$594.90	14
		00000439	\$1,358.83	32
		00000440	\$1,721.55	42
		00000349	\$889.08	21
		00000375	\$928.77	22
		00000352	\$4,035.61	104.5
		00000423	\$3,608.47	85
		00000457	\$717.59	17

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Detention Cont.	00000388	\$169.38	4
	00000429	\$381.02	9
	00001599	\$1,350.33	32
	00000347	\$5,918.05	144.5
	00000358	\$1,006.32	26
	00000384	\$204.82	5
	00000427	\$3,816.52	93
	00001604	\$450.58	11
	00000445	\$409.62	10
	00001597	\$4,606.93	112.5
	00000380	\$2,053.06	50
	00000443	\$3,071.56	75
	00000409	\$391.60	9.56
	00000435	\$1,351.66	33
	00001106	\$2,923.75	69
	00000395	\$860.20	21
	00000442	\$2,914.26	71
	00001598	\$2,714.88	66
	00001595	\$901.14	22
	00000430	\$1,709.99	43
	00000407	\$596.51	15
	00000343	\$994.11	25
	00000447	\$1,391.67	35
	00000386	\$1,476.49	35
	00000345	\$3,167.31	79.5
	00000465	\$676.01	17
	00002183	\$105.45	2.5
	00000367	\$4,484.63	116
	00001589	\$2,997.55	77.5
	00000413	\$1,476.02	35
	00001116	\$887.81	23
	00000336	\$2,740.15	71
	00000374	\$2,103.33	54.5
	00000350	\$1,543.80	40
	00000390	\$540.40	14
	00002181	\$59.64	1.5
	00000359	\$1,350.52	35
	00000376	\$5,170.82	134
	00000391	\$1,393.06	36
	00001105	\$1,353.41	35
	00000378	\$1,041.85	27
	00000414	\$3,168.73	82
	00001594	\$848.94	22
	00001591	\$1,427.75	37
	00000346	\$445.13	11.5
	00001600	\$771.78	20
	00001593	\$393.38	10.5

Department		Position Nbr	OT Earnings	OT Hrs
Detention Cont.		00000471	\$192.95	5
		00000428	\$887.54	23
		00000464	\$1,504.89	39
		00000361	\$1,273.39	33
		00000479	\$2,590.50	67
		00000434	\$926.13	24
		00000412	\$2,145.88	55.5
			\$138,465.05	3,261.56
36000	Juvenile Probation	00001011	\$75.79	1.5
		00000638	\$337.30	6.5
		00001667	\$261.33	5.5
			\$674.42	13.50
56000	Parks	00001091	\$3,558.14	61
		00000057	\$2,160.00	80
		00000802	\$160.11	4.5
		00001797	\$284.35	8
		00001900	\$75.28	2
		00000801	\$522.93	13.5
		00000806	\$244.69	5
		00001448	\$149.81	3.77
		00000807	\$1,912.26	38
		00000815	\$343.43	10
		00001953	\$1,336.43	40
		00000817	\$1,802.28	48
		00001975	\$2,176.94	42
		00000812	\$822.67	22.58
		00000796	\$2,531.53	58
		00000803	\$169.06	4.64
		00001188	\$1,242.00	46
		00001976	\$856.20	23.5
		00002098	\$300.00	10
		00001938	\$972.84	30
		00002058	\$449.82	16.66
		00000808	\$126.00	3.17
		00000799	\$756.58	24
			\$22,953.35	594.32
72000	RB Central Service Center	00000877	\$511.80	8
		00000840	\$255.78	4
		00000873	\$248.54	4
		00000875	\$150.78	2.5
		00000907	\$20.57	0.5
		00000905	\$99.63	2.5
			\$1,287.10	21.50
Total			\$315,249.94	6,648.61



Brazoria County Overtime Report

02/22/2025 thru 03/21/2025

March 2025

Department		Position Nbr	OT Earnings	OT Hrs
19100	Indigent Defense	00001638	\$286.92	5.5
			\$286.92	5.50
19300	District Attorney	00002220	\$6,820.95	98
		00002211	\$1,392.38	24
			\$8,213.33	122.00
21000	Tax Assessor-Collector	00001507	\$225.82	5.35
			\$225.82	5.35
30000	County Sheriff	00002241	\$4,003.31	54
		00000540	\$407.17	9
		00000591	\$263.91	4
		00000553	\$959.74	15
		00001582	\$974.10	21.5
		00000594	\$370.37	5
		00001085	\$244.62	3.5
		00000506	\$2,256.47	30.5
		00001867	\$1,605.42	23
		00001519	\$589.87	13
		00000511	\$3,449.15	54
		00000592	\$1,479.74	20
		00000588	\$1,266.21	25
		00001083	\$2,107.83	33
		00000610	\$1,957.47	25
		00000492	\$365.12	4.66
		00000422	\$93.04	1.5
		00000510	\$2,350.45	38
		00002280	\$787.30	16.5
		00001512	\$953.34	22.5
		00000532	\$1,533.26	24
		00001931	\$319.01	5
		00001800	\$1,086.23	17
		00000552	\$235.10	4.5
		00001126	\$1,088.92	23
		00000590	\$1,354.14	26
		00000505	\$2,135.26	33.5
		00001088	\$766.39	12
		00000587	\$602.87	12
		00001086	\$3,654.61	59
		00001930	\$3,401.86	55
		00001648	\$624.85	12

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Sheriff Cont.	00000565	\$464.57	10
	00000567	\$742.50	16
	00000496	\$2,743.18	43
	00000515	\$103.68	2
	00001479	\$1,232.19	29
	00002007	\$773.61	12.5
	00000582	\$1,088.93	32.5
	00001932	\$574.49	9
	00000530	\$553.46	11
	00000559	\$2,857.08	55
	00000502	\$990.19	16
	00002219	\$1,467.30	23
	00001477	\$124.07	2
	00000508	\$634.91	10
	00000609	\$828.22	13
	00000685	\$1,917.23	31
	00002037	\$1,106.57	22
	00000593	\$1,167.32	26
	00000583	\$227.57	7
	00001393	\$637.61	16
	00001961	\$1,543.93	29
	00000579	\$236.60	7.5
	00002035	\$1,707.58	26
	00000357	\$927.61	15
	00000493	\$3,359.35	56
	00000570	\$2,922.40	71
	00000547	\$759.12	15
	00000563	\$1,688.38	41
	00000112	\$3,222.44	64
	00000481	\$102.19	3.24
	00000491	\$938.04	12
	00001724	\$92.22	2
	00002038	\$606.04	9.5
	00002253	\$251.92	5
	00001474	\$52.03	1
	00000529	\$1,812.86	24
	00000536	\$382.86	6
	00000576	\$419.80	11.5
	00000503	\$1,672.09	27
	00001513	\$1,512.98	30
	00002036	\$1,423.52	30
	00000558	\$967.75	21
	00000546	\$183.93	4
	00002213	\$71.44	1.5
	00000549	\$137.95	3
	00002169	\$413.84	9
	00000538	\$1,057.22	21

Department		Position Nbr	OT Earnings	OT Hrs
Sheriff Cont.		00000548	\$292.67	6
		00000499	\$1,486.22	24
		00001649	\$757.00	15
		00000500	\$2,644.20	44
		00000595	\$2,647.49	43
		00002194	\$276.54	6
		00000562	\$757.50	16
		00000037	\$236.73	5
		00001722	\$459.67	10
		00000531	\$1,657.59	36
		00000509	\$2,038.91	33
		00000513	\$459.67	10
		00002273	\$92.17	2
		00001478	\$2,540.94	52
		00002121	\$8.34	0.17
		00000053	\$2,172.86	58
		00001480	\$827.18	18
		00001962	\$841.38	13.67
		00000557	\$3,217.85	68
			\$115,402.81	2,092.74
30100 Animal Control		00002198	\$1,055.94	17.5
		00002199	\$267.74	8.5
		00002203	\$1,070.50	33
		00002205	\$1,352.60	44.25
		00002202	\$682.32	22.33
			\$4,429.10	125.58
32100 Constable-Precinct 1		00001550	\$240.54	6
		00001060	\$760.21	10
		00002083	\$26.94	0.5
		00001963	\$156.09	3
		00001354	\$371.26	6
		00002008	\$379.32	7.5
		00001845	\$207.94	4
			\$2,142.30	37.00
32200 Constable-Precinct 2		00001804	\$202.07	4
		00001061	\$987.12	13
		00001578	\$539.92	9
			\$1,729.11	26.00
32300 Constable-Precinct 3		00001805	\$387.54	7
		00001581	\$677.45	17
		00001553	\$2,525.89	48.5
			\$3,590.88	72.50
32400 Constable-Precinct 4		00001853	\$543.16	9
		00001583	\$756.18	15
			\$1,299.34	24.00

Department		Position Nbr	OT Earnings	OT Hrs
34200	Fire Marshal	00002103	\$734.44	10.5
		00002101	\$681.93	12.41
			\$1,416.37	22.91
35000	Detention Center	00000351	\$4,676.68	92
		00001607	\$511.28	10
		00000466	\$1,630.59	32
		00001109	\$184.71	5
		00000332	\$1,241.89	24.5
		00000454	\$524.36	7.5
		00000369	\$4,050.08	80
		00000403	\$416.21	6.5
		00000220	\$234.99	7
		00000468	\$624.51	13
		00000342	\$1,487.85	32
		00000463	\$1,483.26	32
		00000431	\$559.39	12
		00000426	\$2,047.75	44
		00000394	\$2,598.81	56
		00001590	\$498.20	11
		00000366	\$928.54	22
		00000478	\$885.52	19
		00000371	\$55.01	1
		00001601	\$1,219.60	27
		00001602	\$1,211.05	27
		00000331	\$1,181.00	16
		00000444	\$762.95	18
		00000335	\$929.95	22
		00000456	\$1,147.80	18
		00000334	\$3,316.47	55.5
		00000328	\$1,499.80	21
		00001497	\$87.60	2
		00000405	\$422.61	10
		00000455	\$1,317.25	22
		00000382	\$947.88	23
		00000421	\$169.02	4
		00000368	\$1,189.23	28
		00000439	\$976.09	23
		00000440	\$1,148.15	28
		00000349	\$465.90	11
		00000375	\$928.77	22
		00000352	\$1,853.75	48
		00000423	\$1,529.40	36
		00000457	\$801.95	19
		00000388	\$930.89	22
		00001599	\$1,223.74	29
		00000347	\$4,996.83	122
		00000358	\$1,311.98	34

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Detention Cont.	00000427	\$3,201.60	78
	00000445	\$409.62	10
	00001597	\$3,767.58	92
	00000380	\$944.83	23
	00000443	\$2,662.10	65
	00000363	\$40.97	1
	00000476	\$5,743.09	140
	00000435	\$2,784.94	68
	00001106	\$3,008.36	71
	00000395	\$3,276.19	80
	00000442	\$3,775.50	92
	00001598	\$1,317.34	32
	00001595	\$1,986.17	48.5
	00000356	\$901.08	22
	00000430	\$874.84	22
	00000407	\$874.84	22
	00000447	\$2,823.03	71
	00000386	\$1,602.63	38
	00000345	\$2,071.85	52
	00000465	\$556.59	14
	00000367	\$3,016.66	78
	00000437	\$1,272.17	32
	00001589	\$2,012.28	52
	00000413	\$801.35	19
	00000480	\$556.59	14
	00001603	\$548.29	13
	00001116	\$2,007.06	52
	00000336	\$2,817.16	73
	00000374	\$2,682.38	69.5
	00000350	\$964.94	25
	00000390	\$1,196.33	31
	00002181	\$198.79	5
	00000359	\$1,350.57	35
	00000376	\$4,977.38	129
	00000450	\$463.06	12
	00001105	\$386.93	10
	00000378	\$1,620.67	42
	00000414	\$5,063.18	131
	00001594	\$887.51	23
	00001600	\$771.78	20
	00001593	\$74.93	2
	00000471	\$1,311.93	34
	00000428	\$1,736.43	45
	00000464	\$424.47	11
	00000361	\$385.89	10
	00000479	\$4,579.88	118.5
	00000373	\$848.69	22

Department		Position Nbr	OT Earnings	OT Hrs
Detention Cont.		00000434	\$887.27	23
		00000412	\$1,971.98	51
			\$144,648.99	3,417.50
36000	Juvenile Probation	00001011	\$377.94	7.5
		00001667	\$604.95	12.75
			\$982.89	20.25
56000	Parks	00001091	\$2,187.79	37.5
		00000057	\$1,282.50	47.5
		00000802	\$729.01	20.5
		00000804	\$427.20	8
		00001900	\$376.27	10
		00000801	\$874.54	22.58
		00001181	\$309.34	7.33
		00000806	\$220.20	4.5
		00001448	\$103.32	2.6
		00000807	\$1,711.09	34
		00001953	\$1,002.40	30
		00000817	\$2,336.59	62.25
		00001975	\$2,358.45	45.5
		00000812	\$492.23	13.51
		00000796	\$1,572.00	36
		00000803	\$89.63	2.46
		00001188	\$989.82	36.66
		00001976	\$437.21	12
		00002098	\$900.00	30
		00001938	\$972.77	30
		00002058	\$540.00	20
		00000799	\$441.35	14
			\$20,353.71	526.89
72000	RB Central Service Center	00000877	\$127.97	2
		00000840	\$255.78	4
		00000873	\$124.27	2
		00000875	\$361.89	6
		00000905	\$159.39	4
			\$1,029.30	18.00
74000	RB West Service Center	00000942	\$53.06	0.83
			\$53.06	0.83
Total			\$305,803.93	6,517.05



REVISED
Brazoria County Overtime Report
 09/21/2024 thru 10/18/2024
 October 2024

Department		Position Nbr	OT Earnings	OT Hrs
19300	District Attorney	00002220	\$5,262.59	77
		00002211	\$2,515.74	44
			\$7,778.33	121.00
25000	Courthouses and Associated Bui	00000317	\$189.36	4
			\$189.36	4.00
30000	County Sheriff	00000498	\$3,382.06	41
		00002241	\$668.37	9
		00002185	\$388.77	5
		00001517	\$2,301.72	28.5
		00000540	\$2,658.16	59
		00000591	\$3,870.54	59
		00000553	\$2,866.12	45
		00001582	\$1,970.53	44
		00000594	\$3,541.62	48
		00001085	\$1,212.07	17.5
		00000494	\$1,976.37	26
		00001867	\$900.39	13
		00002136	\$2,504.90	34
		00001519	\$2,370.31	48.5
		00000589	\$886.61	16
		00000511	\$3,116.63	49
		00000592	\$3,944.20	53.5
		00000588	\$1,307.77	26
		00002137	\$2,162.50	35
		00002006	\$63.38	1
		00001083	\$1,915.51	30
		00000610	\$2,030.98	26
		00001099	\$57.24	1
		00000422	\$153.84	2.5
		00000510	\$3,765.45	61
		00002280	\$572.80	12
		00001512	\$1,120.75	27
		00000537	\$1,400.08	22
		00001931	\$1,210.96	19
		00000573	\$2,078.07	46.75
		00001800	\$2,609.27	41
		00000552	\$207.68	4

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Sheriff Cont.	00001126	\$4,922.40	104
	00000590	\$361.97	7
	00000505	\$2,796.65	44
	00001088	\$1,270.25	20
	00000587	\$652.91	13
	00001086	\$62.08	1
	00001930	\$4,502.59	73
	00001648	\$364.40	7
	00000565	\$1,991.87	44.75
	00000567	\$728.13	16.25
	00000496	\$3,690.35	58
	00000515	\$725.55	14
	00001479	\$1,140.57	27.33
	00002007	\$588.05	9.5
	00000582	\$358.03	11
	00001845	\$1,297.68	25
	00000554	\$156.98	3
	00001481	\$415.54	8
	00001932	\$1,784.64	28
	00000530	\$1,658.77	33
	00000559	\$624.47	12
	00000502	\$861.53	14
	00002219	\$951.77	15
	00001477	\$2,288.47	37
	00000508	\$2,094.20	33
	00000685	\$3,517.53	57
	00002037	\$4,924.37	98
	00000593	\$2,473.15	57.58
	00001115	\$71.12	1.5
	00000583	\$64.94	2
	00001393	\$630.46	16
	00002161	\$231.18	7.5
	00001646	\$829.55	17
	00000518	\$3,223.62	70
	00002120	\$996.21	21
	00001961	\$2,877.92	59
	00000501	\$1,107.34	22
	00002035	\$3,734.37	57
	00000357	\$1,815.36	29.5
	00000493	\$4,190.92	70
	00001514	\$232.93	4.5
	00000570	\$1,641.85	40
	00000547	\$100.41	2
	00002271	\$276.79	6
	00000563	\$2,400.16	61.5
	00000112	\$4,525.25	90
	00000491	\$1,866.08	24

Department		Position Nbr	OT Earnings	OT Hrs
Sheriff Cont.		00001724	\$690.25	15
		00002038	\$1,938.67	30.5
		00002253	\$2,164.15	43
		00001061	\$2,292.79	36
		00000529	\$3,473.19	46
		00000536	\$2,480.51	39
		00000560	\$633.64	13
		00000503	\$2,163.78	35
		00001513	\$2,115.43	42
		00002036	\$3,366.60	71
		00000558	\$1,794.51	39
		00000546	\$459.47	10
		00000549	\$137.83	3
		00002169	\$643.69	14
		00000538	\$2,764.48	55
		00000548	\$682.57	14
		00000499	\$799.99	13
		00001087	\$123.15	2
		00001649	\$1,862.14	37
		00000595	\$6,954.74	113
		00002194	\$1,749.62	38
		00000562	\$1,561.87	33
		00000037	\$426.11	9
		00001722	\$1,975.75	43
		00000531	\$735.11	16
		00000509	\$4,747.60	77
		00000513	\$1,286.70	28
		00000608	\$206.80	4.5
		00002273	\$597.39	13
		00001478	\$2,002.35	41
		00000053	\$1,440.54	39
		00001480	\$781.23	17
		00001962	\$891.21	15
		00001593	\$1,647.93	48
		00000557	\$1,892.85	40
			\$196,721.65	3,553.16
30100	Animal Control	00002198	\$2,317.73	38.5
		00002199	\$457.59	15
		00002203	\$1,154.16	36
		00002205	\$901.65	29.5
			\$4,831.13	119.00

Department		Position Nbr	OT Earnings	OT Hrs
32100	Constable-Precinct 1	00002125	\$556.08	10
		00001354	\$635.30	12.5
		00001550	\$119.60	3
		00001887	\$2,812.75	36.5
		00001474	\$604.08	10
		00002083	\$542.33	11
		00001578	\$750.52	15.33
			\$6,020.66	98.33
32200	Constable-Precinct 2	00000482	\$76.07	1
		00001550	\$139.84	3.5
		00001060	\$829.47	13
		00002083	\$406.90	9
		00001804	\$444.13	9
		00002012	\$697.76	14
		00001552	\$401.63	8
			\$2,995.80	57.50
32300	Constable-Precinct 3	00001805	\$664.16	12
		00002008	\$1,237.78	25
		00001581	\$1,154.45	29
		00002100	\$353.83	8
		00001553	\$1,851.21	36
			\$5,261.43	110.00
32400	Constable-Precinct 4	00001063	\$143.55	2
		00001963	\$103.42	2
		00001853	\$2,104.02	35
		00002122	\$1,256.93	25
			\$3,607.92	64.00
34200	Fire Marshal	00002103	\$1,297.27	19.49
		00002100	\$1,696.88	29.33
		00002101	\$255.72	4.75
			\$3,249.87	53.57
35000	Detention Center	00000351	\$2,944.36	58
		00001607	\$152.88	3
		00000466	\$76.07	1.5
		00001109	\$139.21	4
		00000402	\$949.97	14
		00000332	\$1,364.22	27
		00000220	\$167.87	5
		00000432	\$23.72	0.5
		00000342	\$552.75	12
		00000463	\$3,061.88	66.5
		00000431	\$767.24	12
		00000426	\$5,416.62	71.5
		00000394	\$596.69	13
		00000366	\$1,434.37	34
		00000478	\$652.30	14
		00000399	\$3,937.48	52

<i>Department</i>	<i>Position Nbr</i>	<i>OT Earnings</i>	<i>OT Hrs</i>
Detention Cont.	00000371	\$55.01	1
	00000331	\$1,245.93	17
	00000401	\$2,030.91	33
	00000444	\$162.11	4
	00000334	\$1,228.68	30
	00000405	\$126.46	3
	00000455	\$931.59	22
	00000382	\$927.18	22.5
	00000368	\$1,184.52	28
	00000439	\$1,264.59	30
	00000467	\$1,437.19	34
	00000857	\$84.31	2
	00000344	\$1,393.65	34
	00000349	\$971.44	23
	00000375	\$1,476.91	35
	00000352	\$231.46	6
	00000423	\$212.90	5
	00000457	\$1,160.60	27.5
	00000388	\$930.89	22
	00000429	\$505.83	12
	00001599	\$1,771.59	42
	00000347	\$4,692.96	116.5
	00000358	\$482.21	12.5
	00000384	\$696.32	17
	00000427	\$1,799.22	44
	00001604	\$532.04	13
	00000445	\$900.73	22
	00001597	\$2,841.87	70
	00000380	\$1,042.60	25.5
	00000443	\$2,395.39	58.5
	00000363	\$2,088.28	51
	00000476	\$5,439.19	134
	00000435	\$1,023.86	25
	00000395	\$1,597.12	39
	00001598	\$905.47	22
	00001595	\$634.82	15.5
	00000356	\$1,432.88	35
	00000430	\$516.57	13
	00000407	\$993.81	25
	00000447	\$2,100.00	52.83
	00001361	\$511.82	12.5
	00000386	\$1,728.57	41
	00000345	\$1,910.62	48
	00000465	\$158.93	4
	00002183	\$42.15	1
	00000437	\$2,106.56	53
	00001589	\$3,686.63	95.5

Department		Position Nbr	OT Earnings	OT Hrs
Detention Cont.		00000451	\$225.51	6
		00000410	\$511.58	12.5
		00000413	\$1,349.09	32
		00000459	\$1,391.51	33
		00000460	\$139.07	3.5
		00000480	\$675.55	17
		00001603	\$505.83	12
		00001116	\$1,639.68	42.5
		00000336	\$2,855.10	74
		00000461	\$2,846.07	74
		00000374	\$2,179.82	56.5
		00000350	\$1,363.85	36
		00000390	\$3,279.42	85
		00000359	\$848.92	22
		00000376	\$5,278.51	139
		00000387	\$38.58	1
		00000391	\$540.07	14
		00000450	\$501.65	13
		00001105	\$3,611.80	93.5
		00000378	\$1,215.22	31.5
		00001594	\$1,967.75	51
		00000353	\$1,909.78	49.5
		00001591	\$1,832.52	47.5
		00000346	\$696.27	18
		00001600	\$308.61	8
		00000471	\$1,427.34	37
		00000428	\$1,465.92	38
		00000464	\$1,388.76	36
		00000361	\$867.98	22.5
		00000479	\$4,402.47	114
		00000373	\$385.76	10
			\$131,481.99	3,096.83
36000	Juvenile Probation	00001011	\$660.33	13.17
		00001667	\$424.03	9.5
			\$1,084.36	22.67
56000	Parks	00001091	\$1,623.92	28.5
		00000802	\$1,268.05	36.25
		00000804	\$2,014.76	38
		00001900	\$940.02	25
		00000801	\$1,049.11	27.25
		00001181	\$800.93	19
		00000806	\$414.66	8.5
		00001448	\$237.95	5.99
		00000807	\$1,799.01	36
		00002018	\$168.95	4
		00000798	\$2,984.39	63.5
		00001975	\$703.51	14

Department		Position Nbr	OT Earnings	OT Hrs
Parks Cont.		00000812	\$988.94	27.26
		00000796	\$1,613.28	37
		00001188	\$1,102.50	42
		00002098	\$319.41	11.83
		00002058	\$561.00	22
		00001190	\$742.50	30
			\$19,332.89	476.08
71000	RB South Service Center	00000841	\$238.98	6
			\$238.98	6.00
72000	RB Central Service Center	00000877	\$1,405.94	22
		00000840	\$383.27	6
		00000875	\$120.63	2
			\$1,909.84	30.00
74000	RB West Service Center	00000951	\$12.94	0.27
		00000942	\$212.77	3.33
			\$225.71	3.60
Total			\$384,929.92	7,815.74



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5.

6/10/2025

Split Position - Library

Upon request by Lisa Loranc, Director of Library Services, the Court authorizes Position Number 751, a Grade 26 full-time Library Clerk, to be split into two (2) regular part-time positions. The two new positions will be a Grade 27 Programming Assistant at 24 hours/week and a Grade 26 Library Clerk at 20 hours/week. This request will result in a budget savings of approximately \$16,469, including salary and benefits.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6.

6/10/2025

Advertise Request for Proposals for Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

Approval to advertise the Request for Proposal for "Uninterruptible Power Supply (UPS) Support for the Sheriff's Office" which has been determined by the Purchasing Agent to be the best procurement method to use that is in the best interest of the County.

Further, appoint a committee to review the proposals submittals from the persons shown below, their designee, or other persons as determined by the Court.

Ian Patin, Sheriff's Office
Matt Foley, Sheriff's Office
Joshua Waldrop, Sheriff's Office
Chad Jones, Sheriff's Office
Casey Greathouse, Purchasing non-voting member

Wording omitted during court due to department head request.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1.

6/10/2025

Discuss Potential Litigation



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2.

6/10/2025

ORDER REQUESTING AUTHORIZATION TO FILE SUIT

Authorize the District Attorney to file suit against Ricardo Betancourt, the Estate of Jose Betancur, Jesus Ortiz, Barry Adams, Jamie Richardson, Max Bennet and any responsible party for violations of the Texas Health and Safety code, Texas Administrative Code, Texas Water Code, and Brazoria County Procedures for Abatement of Neighborhood Nuisances in connection with certain operations at or near Lots 29,30, and 31 of DeLeon Acres, Rosharon, Texas 77583. The District Attorney is authorized to incur necessary expenses in the prosecution of suit, is not required to file a bond, and is exempt from any and all bond requirements pursuant to Civil Practice and Remedies Code Section 6.001.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3.

6/10/2025

Discuss Lease of Property - Alvin JP 1-2



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4.

6/10/2025

Preliminary Engineering services - Water Supply for Detention Facility

Approve the expenditure of \$30,000.00 to HDR Engineering Inc. to perform Preliminary Engineering Services for Water Supply Study for Brazoria County Detention Facility Campus.

Whereas, the attached scope of work provides the preliminary engineering services including sizing and conceptual routes as deemed necessary for providing water supply to the Detention Facility Campus.

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and HDR Engineering, Inc, a Nebraska Corporation Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to provide water to the Brazoria County Detention Facility Campus, hereinafter called the “Project”; and

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

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

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

TERMS

Article 1 Scope of Agreement

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

Article 2 Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:

Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515
ATTN: Matthew Hanks, JD, PE
Email: matth@brazoria-county.com
Phone: 979-864-1265

Consultant:

HDR Engineering, Inc.
4828 Loop Central Suite 800
Houston, TX 77081-2220
ATTN: John Peterson
Email: John.Peterson@hdrinc.com
Phone:

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

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

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments


22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

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

Brazoria County, Texas

By: 
L.M. (Matt) Sebesta, Jr
County Judge
Date: June 19, 2025

HDR Engineering, Inc.
a Nebraska company


By: 
David C. Weston
Vice President
Date: June 16, 2025

EXHIBIT “A”
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE



May 30, 2025

Mr. Matt Hanks, JD, PE
County Engineer
Brazoria County
451 N Velasco, Suite 230
Angleton, Texas 77515

**Re: Proposal for Professional Engineering Services
 Water Supply Study for the Brazoria County Detention Facility Campus**

Dear Mr. Hanks:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for professional engineering services to perform a water supply study for Brazoria County's Detention Facility Campus. The proposal is based on our understanding of the project from discussions with Brazoria County staff. For your convenience, this proposal consists of Project Understanding, Scope of Services, Fee Summary, and Schedule.

PROJECT UNDERSTANDING

Brazoria County (the County) operates the Brazoria County Detention Facility Campus (Campus) located north of the City of Angleton. Currently, the campus is supplied by groundwater from wells located on site that are owned and operated by the County. Additionally, the County is planning for future expansion to the Campus and will require additional water supply to meet their ultimate demands.

The County has met with the City of Angleton and discussed the possibility of the City providing water service to meet current and future demands at the Campus. The City is open to the possibility and is working internally on identifying available water capacity to meet these demands.

The County has requested HDR Engineering, Inc. (HDR) provide a proposal with a scope of services to evaluate the City's capability to supply water to meet current and ultimate future water demands and to identify the infrastructure and associated costs needed to utilize the City's supply.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Project Management and QA/QC

HDR will perform project management activities under this task, including coordination, scheduling, budgeting, and accounting, and will complete quality assurance/quality control (QA/QC) reviews of work products.

B. Data Collection

HDR will meet with the County onsite to discuss and obtain the data needed for the evaluation and to observe the existing facilities. Data HDR will request includes the following:

- Current water demands
- Future water demands

hdrinc.com

4828 Loop Central Drive, Suite 700, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

- Required service pressure
- Required fire flow capacity – flow and storage (if necessary)
- Layout of existing water supply facilities

C. Evaluation of Conceptual Water Supply System

HDR will develop and evaluate a conceptual plan for the City to supply water to the County Campus.

1. HDR will lay out one or more conceptual pipeline routes and select the route that appears most advantageous, accounting for existing easements, rights of way, property ownership, and other factors.
2. HDR will utilize the hydraulic model of the City's water system to:
 - Size the potential transmission line
 - Evaluate the need for transmission booster pumps
 - Evaluate water age issues
 - Evaluate fire flow capabilities

HDR will evaluate two (2) demand scenarios: current demands and future demands.

3. HDR will identify terminal supply facilities such as ground storage tanks, hydro-pneumatic tanks, booster pumps, and yard piping needed to integrate the new supply into the Campus's water system.
4. HDR will evaluate and recommend corrective actions needed for water age issues, if any.
5. HDR will evaluate any temporary facilities needed until a proposed City-owned EST is constructed and/or until the Campus expansion is completed. This will include phasing facilities to transition from current to future demands.
6. HDR will prepare for and host an update meeting with County staff to present the conceptual plan for the facilities.
7. HDR will prepare planning-level Opinions of Probable Construction Cost (OPCC) for the facilities included in the final conceptual plan. The OPCC will be prepared in accordance with the American Association of Cost Engineering (AACE) International Class 3 level (Budgetary, -20% to +30%).
8. HDR will prepare an estimated timeline to design, permit, and construct the conceptual plan.

D. Summary Memorandum

HDR will prepare a memorandum summarizing the analyses and cost estimates and will submit a draft report for County review. The County will compile all County staff comments and provide HDR with a single set of review comments. HDR will submit a final memorandum after addressing the review comments received from the County.

E. Assumptions

1. The above scope of work does not include design, permitting, or development of plans and specifications.
2. The County will provide information on a timely basis to facilitate the proposed schedule.

3. This scope of work does not include a condition assessment of existing water facilities at the County Campus.

F. ADDITIONAL SERVICES

Additional Services shall only be performed when directed by the County to HDR. These services are not considered normal or customary engineering services.

- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the County's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing to serve or serving as a consultant or witness for the County in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- HDR will endeavor to appraise the County of any potential additional or extended services that may result from the above-listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the County to HDR.

FEE SUMMARY

HDR will complete the above scope of services for a lump sum fee of **\$30,000.00**.

SCHEDULE

HDR will schedule the project update meeting to review the conceptual water supply system within three (3) weeks of receipt of the water demand and fire flow requirements from the County. HDR will submit the draft report within two (2) weeks of the project update meeting and will submit the final report within one (1) week after receipt of the County's comments.

TERMS AND CONDITIONS

This project will be performed under Brazoria County's attached "Professional Services Agreement".

INVOICES

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the County.

Sincerely,

HDR Engineering, Inc.



David C. Weston
Vice President

Acceptance: Please indicate acceptance of this letter agreement by affixing your signature or that of your authorized representative in the space below.

County of Brazoria, Texas

Authorized Signatory: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “B”
INSURANCE REQUIREMENTS

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

EXHIBIT “C”
COMPLIANCE WITH LAWS

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

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

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

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

HDR Engineering, Inc.

a Nebraska company

By:  _____

David C. Weston

Vice President

Date: June 16, 2025

EXHIBIT “D”
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

EXHIBIT “E”
CONFLICT OF INTEREST DISCLOSURE



Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT “F”
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.