BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON JULY 14, 2026, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

This meeting was called to order at 9:01 AM.

B. ROLL CALL

Present:	Judge L.M. "Matt" Sebesta Jr. Commissioner Jay Burridge 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 - June 23, 2026 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

PASSED THE CONSENT AGENDA

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

County Judge

H.1. Nomination for the Unexpired Position on the Board of Directors for the Brazoria Central Appraisal District

Constable Precinct 4

H.2. Houston-Metro Internet Crimes Against Children Task Force Memorandum of Understanding

County Clerk

H.3. Deputation in the County Clerks' Office

District Attorney

H.4. Deliberation of Business and Financial Issues Related to Manvel Annex Expansion Contribution Agreement

H.5. Order Setting Hearing Date - Tax Abatement Application of NeuAg, LLC - Brazoria County Reinvestment Zone No. 26-02

H.6. Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

Auditor

H.7. Payment of Bills

H.8. FY 2026: Record Budget for Other Funds

H.9. FY 2026: Record Budget for Other Funds

H.10. FY 2026: Line Item Transfer

H.11. FY 2026: Record Budget for Other Funds

H.12. FY 2026: Record Budget for Other Funds

H.13. FY 2026: Record Budget for Other Funds

H.14. FY 2026: Record Budget for Other Funds

H.15. FY 2026: Additional Funds

H.16. Grant Application for U.S. Department of Homeland Security (DHS), Fiscal Year 2026 Port Security Grant Program (PSGP)

CDBG/HUD/Welfare Department

H.17. Brazoria County Community Development Block Grant - Mitigation

H.18. Brazoria County Community Development Block Grant and HOME Investment Partnerships Grant Local Administrative and Financial Policies and Procedures

Emergency Management

H.19. SPCA of Brazoria County Memorandum of Understanding

Engineer

H.20. Oyster Creek Gauges - Joint-Funding Agreement (Precinct 4)

H.21. Exception to Subdivision Platting for MVL Construction and Land Clearing, LLC (Precinct 4)

H.22. Exception to Subdivision Platting for Dakota Schmidt (Precinct 4)

H.23. Exception to Subdivision Platting for Marshall E. Dickens (Precinct 4)

H.24. Conditional Acceptance of Roads - Windrose Green Section 8 - Abstract 318 (Precinct 2)

H.25. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.26. Final Acceptance of Roads - Kirby Drive Street Dedication No. 2- Kirby Drive Bridge - Abstract 563 (Precinct 4)

H.27. Authorize Additional Match Funding for the Caney Creek Project

H.28. Administrative Fee for Closing, Abandoning, or Vacating a Public Road

H.29. Engineering Services for the Wild Peach Village Drainage Improvements

H.30. Authorization of Holloway Environmental and Communications Services, Inc. to act as an agent on behalf of the County for the CR 676 Bridge Project

H.31. Authorization to Utilize a Force Account for the Hastings Phase II Road and Drainage Improvements Project

Flood Plain

H.32. Brazoria County FEMA Building and Development Permitting Fees

Health

H.33. Point of Dispensing (POD) Trailer Replacement Agreement

H.34. Interlocal Cooperation Act Contract with UTMB for STD Clinic

Purchasing Department

H.35. Renew RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

H.36. Renew RFP #25-53 Inspections of Fire Alarms, Sprinkler Systems and Fire Extinguishers for the County

H.37. Change Order Authority

H.38. Amend Court Order 6.T.2 Dated November 10, 2020 Purchase of Jury Upgrade Software with Tyler Technologies

H.39. Renew RFP #06-41 Agreement with TDECU for ATM Service

H.40. Renew C #24-39 Fleet Mowing Services

I. DISCUSSION

Auditor

I.1. Authorize Contract Labor for District Courts

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

Engineer

I.2. Engineering Services for the Austin Bayou De-snagging Project

RESULT:	PULLED FROM AGENDA

I.3. Engineering Services for the Pearland Airport Drainage Improvements Project

RESULT:	PULLED FROM AGENDA

Purchasing Department

I.4. Award RFP #26-27 Medical Dental TPA, Pharmacy (PBM), and COBRA Administrative Services

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

I.5. Award CSP #26-13 DSR 48-14-24-5118-002 Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou

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

I.6. Solicit Statement of Qualifications for Design Services for Surfside Jetty County Park

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

Department Heads

J. CLOSED MEETING

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

At 9:26 a.m. Commissioners Court entered into Closed Session.
At 10:29 a.m. Commissioners Court was again in open session with all members present. Judge Sebesta reconvened with Order Number I.1, before recessing meeting.

Texas Govt Code 551.071

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

J.1. Discuss Potential Ligitation

No action taken at this time

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.2. Deliberation of Business and Financial Issues Related to the Manvel Annex Expansion Contribution Agreement

No action taken at this time

J.3. Discuss Lease of Airport Property

No action taken at this time

Texas Govt Code 551.074

Personnel Matters: (1) deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or (2) to hear a complaint or charge against an officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

J.4. Discuss Personnel Matters

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. RECESS

As no further matters were to be had, Commissioners Court recessed this Regular Session at 10:42 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **7/14/2026**

Commissioners Court Special Session - June 23, 2026 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **7/14/2026**

Nomination for the Unexpired Position on the Board of Directors for the Brazoria Central Appraisal District

Brazoria County nominates Chad Allen Thuman as representative for the vacancy on the Board of Directors of the Brazoria Central Appraisal District for the unexpired term of George Sandars ending December 31, 2027.

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF BRAZORIA COUNTY

NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA CENTRAL APPRAISAL DISTRICT – UNEXPIRED TERM

WHEREAS, those eligible taxing units participating in the Brazoria Central Appraisal District have the right and responsibility to nominate one candidate to fill the Unexpired Positions of the Board of Directors of the Brazoria Central Appraisal District the term of office vacancy expiring December 31, 2027; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate for such position on said board of directors.

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individual be, and is hereby, nominated as candidate for a position on the board of directors of the Brazoria Central Appraisal District to be filled by those eligible taxing units participating in the Brazoria Central Appraisal District.

Name & Address: Chad Allen Thumann – 6836 Katelyn Dr., Pearland, TX 77581

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver a certified copy of this resolution to the chief appraiser of the Brazoria Central Appraisal District.

APPROVED this 14th day of July, 2026.

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

Attest: _____
County Clerk

BRAZORIA CENTRAL APPRAISAL DISTRICT

MEMBERS OF THE BOARD
Tommy King
Susan Spoor
Patrick O'Day
Kristin Bulanek
Gail Robinson
Elizabeth Day
Robert York-Westbrook
John Luquette

CHIEF APPRAISER
Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

June 10, 2026

Re: **Vacancy on the Brazoria Central Appraisal District Board of Directors – Request for Nomination**

To: Brazoria County, Pearland ISD, City of Pearland and City of Manvel:

It is with great sadness that I write to inform you of the passing of Mr. George Sandars, who served as a member of the Brazoria Central Appraisal District Board of Directors. Mr. Sandars served the District with dedication and distinction, and he will be greatly missed by the Board, the District staff and the communities we serve.

His passing has created a vacancy on the Board of Directors that must be filled in accordance with the Texas Tax Code. Pursuant to Texas Tax Code §6.034(i), because the Brazoria Central Appraisal District has staggered terms for its board members, when a vacancy occurs, each taxing unit that cast votes for the departed board member is entitled to nominate, by resolution adopted by its governing body, one (1) candidate to fill the vacancy. The Board of Directors shall then elect, by majority vote of its members, one of the nominees to fill the vacancy for the remainder of the unexpired term, which expires December 31, 2027.

Your entity cast votes in the appointment of Mr. Sandars to the Board of Directors and is therefore entitled to submit one (1) nomination to fill this vacancy.

Accordingly, I respectfully request that your governing body take the following action:

1. Nominate one (1) qualified individual by resolution of your governing body to fill the vacancy on the Brazoria Central Appraisal District Board of Directors.

2. Submit the name of your nominee to the Chief Appraiser no later than forty-five (45) days from the date of this notice, by July 27th 2026.

To be eligible for appointment, the nominee must meet the following qualifications under Texas Tax Code §6.035:

- Must have resided in Brazoria County for at least two (2) years immediately preceding the date of taking office;
- Must not have any delinquent ad valorem taxes owed to a taxing unit; and
- Must not be an employee of a taxing unit that participates in the District, unless the individual is also a member of the governing body or an elected official of a participating taxing unit.

Once all nominations are received, the Chief Appraiser will prepare and deliver a list of nominees to the Board of Directors, which will then elect one nominee by majority vote to fill the vacancy, as required under Texas Tax Code §6.03(l).

Please submit your nomination in writing to the address below. Should you have any questions regarding this process or the eligibility requirements, please do not hesitate to contact me.

Respectfully,

Marcel Pierel III, RPA, CCA
Chief Appraiser
Brazoria Central Appraisal District
500 North Chenango
Angleton, TX 77515
Phone: 979-849-7792
www.brazoriacad.org

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF BRAZORIA COUNTY

NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA CENTRAL APPRAISAL DISTRICT – UNEXPIRED TERM

WHEREAS, those eligible taxing units participating in the Brazoria Central Appraisal District have the right and responsibility to nominate one candidate to fill the Unexpired Positions of the Board of Directors of the Brazoria Central Appraisal District the term of office vacancy expiring December 31, 2027; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate for such position on said board of directors.

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individual be, and is hereby, nominated as candidate for a position on the board of directors of the Brazoria Central Appraisal District to be filled by those eligible taxing units participating in the Brazoria Central Appraisal District.

Name & Address: Chad Allen Thumann – 6836 Katelyn Dr., Pearland, TX 77581

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver a certified copy of this resolution to the chief appraiser of the Brazoria Central Appraisal District.

APPROVED this 14th day of July, 2026.

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

Attest:
County Clerk

COMMISSIONERS COURT BRAZORIA COUNTY TEXAS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **7/14/2026**

Houston-Metro Internet Crimes Against Children Task Force Memorandum of Understanding

Approve the attached Memorandum of Understanding between Brazoria County and the City of Houston.

Precinct 4 Constable, James Brawner, is authorized to execute all documents necessary for this agreement pending final review by the Brazoria County District Attorney's Office.

Houston-Metro Internet Crimes Against Children (ICAC) Task Force

WHO IS HOUSTON-METRO ICAC?

The Houston-Metro Internet Crimes Against Children (HMICAC) Task Force, is one of 61 Nationwide Task Force Units funded by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention, serves criminal justice agencies and citizens of the Houston Metro area by offering investigative, forensic, and prevention assistance as well as training and resources to fight online child exploitation. HMICAC is managed by Houston Police Department, and includes affiliates from Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller counties. There are 75 affiliate law enforcement and prosecutorial agencies that work with HMICAC to ensure that online child exploitation issues are addressed by local jurisdictions.

WHAT DOES HOUSTON-METRO ICAC DO?

HMICAC provides law enforcement with the latest techniques, training, and resources for the investigation and apprehension of online offenders. HMICAC trains law enforcement officers, child advocates and other professionals as well as presenting Internet safety geared towards parents and students.

WHY BECOME AN AFFILIATE AGENCY WITH HOUSTON-METRO ICAC?

- Member agencies receive technical and investigative support for technology facilitated crimes against children.
- Member agencies can utilize other task force members to assist in search warrants and other special details.
- Member agencies can receive no-cost specialized training for their members at locations throughout the United States and online.
- Member agencies having completed the training can receive access to statewide programs such as OSForensics. OSForenics is a forensic software used for ICAC investigations.
- Member agencies can become eligible to be reimbursed through HMICAC, to be used for equipment and/or training. Requests must be approved in writing in advance by the HMICAC Commander.

HOW TO JOIN

1. Obtain a Memorandum of Understanding and a copy of the ICAC Operational & Investigative Standards Guide to review by contacting:

   Kathryn Reiser, Lieutenant
   Commander of the Houston-Metro Internet Crimes Against Children Taskforce
   Office: (713) 830-3251
   Fax: (713) 830-0517
   Email: kathryn.reiser@houstonpolice.org

2. After review – please send **TWO** (2) copies of the Memorandum of Understanding signed by the chief officer of the agency and the name/phone number/email address of the main contact to Lieutenant Reiser at the address below. Once the Memorandum of Understandings are received and signed by the Houston Police Department Chief of Police, one of the originals will be returned to the participating agency for their records.

   Lieutenant Kathryn Reiser
   Houston Police Department
   Internet Crimes Against Children Task Force
   2500 Bolsover Street
   Houston, TX 77005

3. The primary contact and any officer/deputy that will be working ICAC cases must create accounts with the following websites:

   - www.icacdatasystem.com

   This is a multi-database deconfliction system, a statistical data collection system, arrest, and case disposition tracker, and is the primary method for distribution of CyberTips from the National Center for Missing and Exploited Children (NCMEC).

   - https://www.icaccops.com/users

   This is another system used for deconfliction and management of all ICAC software used in investigations.

   - www.icactaskforce.org

   Utilizing the "Become a Member" button, you will register with your agency information and submit for approval by ICAC. When a 9-Digit student ID is assigned to you, this information will allow you to register for ICAC related training courses. This website serves as a host for all information about ICAC sponsored training courses and you will be eligible to participate in the ICAC "ListServ" email thread if you choose.

4. The primary contact and any officer/deputy that will be working ICAC related cases must complete the following free, self-paced training courses found on www.icactaskforce.org within the first 90 days of joining. You can find these classes under the Training tab and utilizing the search bar.

   - An ICAC Program Overview
   - ICAC Standards
   - Introduction to CyberTip Investigations
   - Legal Considerations for ICAC Investigations

No requests for additional training will be approved until these courses have been successfully completed.

5. The participating agency shall submit monthly stats covering ICAC related investigations, examinations, and presentations through the **PERFORMANCE MEASURES** on the ICAC Data System website by the 10th of the month, for the previous month activities. If there was no activity the during the reported month, a report showing "0" for each entry will satisfy the reporting requirements.

6. The participating agency must notify HMICAC if applicable, of any changes in personnel to ensure contact information, account access, and training records can be properly maintained.

7. The participating agency and its personnel are responsible for the timely investigation of any CyberTips forwarded to them by HMICAC. This includes providing a final disposition of the case to the National Center for Missing and Exploited Children through the ICAC Data System. If, after further investigation, a CyberTip is found to have occurred in another jurisdiction, the agency must request a case transfer through the ICAC Commander.



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HOUSTON ACTING THROUGH THE HOUSTON POLICE DEPARTMENT ON BEHALF OF THE HOUSTON-METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE

AND

BRAZORIA COUNTY CONSTABLE'S OFFICE PRECINCT 4

I. PARTIES

This Memorandum of Understanding **(MOU)** is entered into by and between the City of Houston, a Home Rule Municipality of the State of Texas acting through the City of Houston Police Department on behalf of the Houston-Metro Internet Crimes against Children Task Force **(HMICAC),** and **BRAZORIA COUNTY CONSTABLE'S OFFICE PRECINCT 4** (**MEMBER AGENCY)** acting through its duly authorized representative.

II. BACKGROUND

The United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention **(OJJDP)** have created the Internet Crimes Against Children **(ICAC)** Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The HMICAC is a recipient of an OJJDP Grant to enforce laws regarding ICAC and utilizes this grant to administer and operate the HMICAC.

The mission of the HMICAC is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide

training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

The HMICAC encompasses eight (8) counties in and around the greater Houston- Galveston area: Harris, Galveston, Brazoria, Montgomery, Fort Bend, Waller, Chambers and Liberty. The HMICAC is comprised of individual law enforcement agencies **(Member Agencies)** with jurisdiction in this area. Member Agencies may withdraw from HMICAC and new Member Agencies may be added by executing an MOU with the City of Houston in substantially the same form as this MOU.

III. PURPOSE

The purpose of this MOU is to delineate the responsibilities and expectations of the **BRAZORIA COUNTY CONSTABLE'S OFFICE PRECINCT 4** as a Member Agency of the HMICAC.

By signing this MOU, the Member agrees to participate in the HMICAC for the primary purpose of vigorously and properly investigating cases involving the sexual exploitation of children via the internet, and to abide by the terms and conditions stated herein and applicable to all Member Agencies. By participating in HMICAC, the Member will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the HMICAC will benefit from the Members' investigative support.

IV. INVESTIGATIONS

Investigations will follow guidelines established by each Member Agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the Department of Justice Office of Justice Programs ICAC program's Operational and Investigative Standards, incorporated herein by reference. Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other Member Agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

A. MEMBER AGENCY RESPONSIBILITIES

Each Member Agency will:

1. Use only sworn law enforcement investigators to conduct all ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OJJDP.

2. Conduct reactive investigations where subjects are associated within **each** Member Agency's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children

(NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

3. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the HMICAC Unit Commander.

4. Provide the HMICAC with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

5. Locate its ICAC investigators in secured space provided by each Member Agency with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **each** Member Agency's ICAC personnel, with restricted access to authorized personnel only.

6. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the HMICAC.

7. Member Agencies shall be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to a Member Agency by the Houston Police Department. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the City of Houston Police Department.

V. SUPERVISION

Each Member Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the HMICAC. HMICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by HMICAC standards.

VI. JURISDICTION

The principal sites of HMICAC activity will be within the respective jurisdictional area of each Member Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by a **Member Agency's** employee as a member of the HMICAC.

VII. EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistentwith the seizing law enforcement agency's policies.

VIII. INSURANCE AND LIABILITY

The parties are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the City and the County. Each party to this Agreement represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

Each party to this MOU agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party or other Member Agency, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers subject to the laws of the State of Texas.

Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

IX. REPORTING STATISTICS

Using a form provided by the HMICAC, **each** Member Agency shall submit monthly statistics to the HMICAC on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the **10th** day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/ traveler) case investigated by a Member Agency. The HMICAC will be responsible for all required reporting to OJJDP.

X. TRAINING

Member Agencies **shall** make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC programand other appropriate training programs. The HMICAC will review training requests and provide funding for ICAC-approved training when appropriate.

Member Agencies seeking reimbursement shall submit an invoice to the Chief of the Houston Police Department within thirty days of the date training is completed. HMICAC acting through the Houston Police Department shall reimburse the Member Agency within thirty days after receipt of an approved invoice. No funds are allocated for this purpose as the City's obligation for payment under this MOU, if any, is limited to funds received from the Internet Crimes Against Children OJJDP Grant. Unless adequate funds are received, the City shall have no obligation to pay a Member Agency. Member Agencies must look to these designated funds only and to no other funds for payment under this MOU.

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use tax. Contractor's invoices to the Houston Police Department must not contain assessments of any of these taxes.

XI. CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of HMICAC will be held in the strictest confidence and will only be shared with other Member Agencies or other law enforcement agencies not participating in the HMICAC where necessary or as otherwise permitted by federal and/or state law.

XII. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Member Agency shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the Member Agency's performance of this MOU, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

XIII. POINTS OF CONTACT

The City designates the following primary point of contact for this MOU:

J. Noe Diaz, Jr., Chief of Police
Houston Police Department
1200 Travis, 16th Floor
Houston, Texas 77002
(713) 308-1600

Member Agency designates the following primary point of contact for this program:

James Brawner, Constable
Brazoria County Constable's Office Precinct 4
121 N 10th St
West Columbia, TX 77486
979-345-6434

XIV. GOVERNING LAW AND VENUE

This MOU is governed in all respect by applicable Local, State and Federal laws, which shall supersede any provision made in this MOU to the contrary. Any provision so affected will not negate the rest of the MOU. In case any one of the provisions contained in this MOU shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein

Exclusive venue is in Houston, Harris County, Texas.

XV. EFFECTIVE DATE

This MOU shall be effective on **June 1, 2026** and continue for one year. Upon the expiration of one year this MOU shall automatically be renewed each year on the anniversary date for one additionally year until such time as federal funding for the Grant ends or the MOU is canceled by either party upon 30 days written notice delivered to both parties primary point of contact, This MOU may be executed in multiple counterparts, each shall be deemed to be original, but all of which taken together shall constitute one and the same agreement.

The addition or deletion of Member Agencies to or from this MOU shall not affect the MOU with the remaining Member Agencies.

This MOU may be amended or replaced by a majority of the Member Agencies. All of the Member Agencies must be notified in writing within thirty (30) days, and an open forum must be held in which the Member Agencies have been invited to attend. If a member Agency does not agree to the amendment, the Member Agency may withdraw from the HMICAC.

This MOU has been executed on behalf of **BRAZORIA COUNTY CONSTABLE'S OFFICE PRECINCT 4** by a duly authorized representative of the Member Agency, and or on behalf of the City of Houston by the Chief of Police, a duly authorized representative of the City of Houston.

APPROVED:

J. Noe Diaz, Jr., Chief of Police
Houston Police Department

APPROVED:

James Brawner

Constable
Brazoria County Constable's Office
Precinct 4

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **7/14/2026**

Deputation in the County Clerks' Office

Approve deputation for the following employee in the County Clerks' Office:

1. A. Grant

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **7/14/2026**

Deliberation of Business and Financial Issues Related to Manvel Annex Expansion Contribution Agreement

The Court finds that deliberation of business and financial issues related to Manvel Annex Parking Lot Expansion Contribution Agreement in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

TO: Brazoria County Commissioners Court

FROM: Lauren Menia

DATE: July 14, 2026

RE: Deliberation of Business and Financial Issues Related to the Manvel Annex Parking Lot Expansion Contribution Agreement

MEMORANDUM

After examining the relevant facts and circumstances related to the above-referenced contract, a determination has been made that open court deliberation on the business and financial issues related to the Manvel Annex Parking Lot Expansion Contribution Agreement would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **7/14/2026**

Order Setting Hearing Date - Tax Abatement Application of NeuAg, LLC - Brazoria County Reinvestment Zone No. 26-02

That the tax abatement application of NEUAG, LLC be set for public hearing at the Special Session of Commissioners Court on the 25th day of August, 2026 at 9:00 a.m.

The property for proposed tax abatement, currently owned by BASF Corporation, is generally described as approximately 75.498 acres of land being all or part of Tracts 84, 87, 88, 89, 90, 108, 109, 110, 111, 112, 159, 160, 161, 162, 163, 180, 181, 182, 183, 184, and 185 of the Brazos Coast Investment Company, Subdivision Number 15, recorded in Volume 2, Page 147 of the Brazoria County Plat Records situated in the Stephen F. Austin 5 League Grant, Abstract 19, Brazoria County, Texas.

The property for the proposed tax abatement will be located in Brazoria County Reinvestment Zone No. 26-02. The hearing for such Reinvestment Zone will also be held on August 25, 2026 at 9:00 a.m. NeuAg, LLC will expand its current fertilizer production and distribution facility and expend no less than $40,000,000.00.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **7/14/2026**

Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

WHEREAS, Court Order 6.O.2 dated December 14, 2021 adopted an Ordinance Regulating Incident Management Towing and Storage services under Section §2308.208 of the Texas Occupations Code and revised said Ordinance by Court Order 7.A.1 dated November 22, 2022 and Court Order H.6 dated October 14, 2025; and

NOW THEREFORE, IT IS HEREBY RESOLVED, APPROVED AND ORDERED that this Commissioners Court approves amending the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services adopted under Commissioners Court Order 6.O.2 dated December 14, 2021 and additionally amended under Court Order 7.A.1 dated November 22, 2022 and Court Order H.6 dated October 14, 2025 by adding the following section VI. f:

> f. The designated operating area, if any, under which any insurance policy was obtained must be provided in writing to the Office and must include the entirety of any Tow Zones indicated on the applicable Tow Sticker.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **10/14/2025**

Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

WHEREAS, Court Order 6.O.2 dated December 14, 2021 adopted an Ordinance Regulating Incident Management Towing and Storage services under Section §2308.208 of the Texas Occupations Code and revised said Ordinance by Court Order 7.A.1 dated November 22, 2022; and

WHEREAS, after consultation with local tow truck operators it has become apparent that increased fee limits are necessary; and

NOW THEREFORE, IT IS HEREBY RESOLVED, APPROVED AND ORDERED that this Commissioners Court approves amending the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services adopted under Commissioners Court Order 6.O.2 dated December 14, 2021 and additionally amended under Court Order 7.A.1 dated November 22, 2022 by replacing a section of Appendix A, specifically page 30, entitled Brazoria County Tow Rate Schedule, attached, and to be effective October 14, 2025.

BRAZORIA COUNTY TOW RATE SCHEDULE

Permitting and Office Fees		
Application – Towing Company 1- Tow Truck Permit / Inspection 2- Tow ID Permit	$200.00	Per Company
Additional Tow Truck Permit / Inspection	$25.00	Per Tow Truck
Tow ID Card	$10.00	Per Driver
Re-Scheduling Tow Truck /VSF Inspection	$25.00	Per Inspection

Light Duty Tow Fees	**GVWR 0-10,000 lbs.**
Incident Management Tow (Includes Rollback)*	$250.00
Light Duty Wrecker Assist (Must be approved by a Peace Officer)	$250.00

Medium Duty Tow Fees	**GVWR 10,001-24,999 lbs.**
Incident Management Tow (Includes Rollback)*	$350.00
Medium Duty Wrecker Assist (Must be approved by a Peace Officer)	$350.00

Heavy Duty Tow Fees	**GVWR 25,000 lbs. and over**
Incident Management Tow	$450.00
Heavy Duty Wrecker Assist	$450.00

Specialty Fees	
Motorcycle Fee	+$50.00
Mileage Fee* Per mile traveled outside the jurisdiction of Brazoria County for an Incident Management Tow. The distance shall be calculated via the most direct route from the County Line to and from the scene.	+$2.00 per mile
Contract Cost (Must be approved by a Peace Officer)	Actual Cost +20%
Special Recovery Fee (Maximum charge for work for the recovery of vehicles from abnormal situations such as creeks, muddy fields, submersion in water, or other unusual circumstances requiring more time and effort than a standard tow for each tow truck involved in the recovery. The accrual of time for this charge begins 30 minutes after the wrecker driver actually begins such a recovery or tow. Must be approved by a Peace Officer)	+$50.00 After First Thirty (30) Minutes **OR** + industry standard fees if a heavy duty wrecker is required

Note: Whenever a light duty, medium or heavy duty tow truck service is used pursuant to this ordinance **and in response to the Brazoria County Incident Management Towing Rotation System**, the maximum amount allowed for such services shall not exceed the allowable fees an outlined in approved fee schedule.

December 14, 2021

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 6.O.2

RE: Consider and Approve Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

---

That the court consider and approve the Resolution and Order Ordinance Regulating Incident Management and Towing Storage Services for Brazoria County.

BRAZORIA COUNTY, TEXAS

ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

RESOLUTION AND ORDER

WHEREAS, Section 2308.208 of the Texas Occupations Code generally allows counties, acting by and through their commissioner's courts, to adopt an ordinance that is identical to Chapter 2308 of the Texas Occupations Code, or that imposes additional requirements that exceed the minimum standards of said Chapter, but may not adopt an ordinance conflicting with said Chapter; and

WHEREAS, Brazoria County, Texas ("County") is authorized, under Section 2308.208 of the Texas Occupations Code, to regulate unauthorized vehicles and towing of motor vehicles; and

WHEREAS, only one specified tow truck may be required to tow a vehicle from an incident scene, pursuant to said Incident Management Towing Rotation System and associated rules, thereby improving public safety; and

WHEREAS, County desires to restrict the storage of vehicles, removed as non-consent tows, to the geographical boundaries of Brazoria County, in order to provide ease and convenience to the citizens of Brazoria County; and

WHEREAS, implementation of these rules is necessary in order to protect the public, to protect the rights of persons whose vehicles may be towed, to maintain safe and efficient operations, and to preserve the peace of the community; and

NOW THEREFORE, Brazoria County, Texas ("County"), pursuant to Chapter 2308 of the Texas Occupations Code, hereby establishes the Brazoria County, Texas, Ordinance Regulating Incident Management Towing Rotation and Storage Services ("Ordinance") applicable primarily to individuals and business enterprises engaged in non-consent towing services, and/or storage of vehicles, from incident scenes in the unincorporated areas of Brazoria County, when such services are initiated by Peace Officers, in the performance of their official duties.

The Brazoria County Commissioners Court ("Commissioners Court") hereby delegates to the Sheriff of Brazoria County or his/her designee the authority to administer and enforce the registration/permitting and operational requirements promulgated by this Ordinance, and further authorizes the Sheriff's utilization of all available resources, including but not limited to the use of an appropriate web-based/mobile platform furnished by an online provider or vendor, as approved by the Commissioners Court, to facilitate same.

Accordingly, except as otherwise indicated under this Ordinance, no person shall operate a vehicle storage facility and/or tow truck, in the performance of non-consent towing and storage services, in the unincorporated areas of Brazoria county, unless said facility and/or tow truck have been properly licensed, and permitted by, the Texas Department of Licensing and Regulation ("TDLR") and the Office, pursuant to this Ordinance. This Ordinance does not apply to consent

tows or where government owned and operated tow trucks and/or vehicle storage facilities are employed for removal and storage of motor vehicles.

On this the _____ day of _____, 20____, at a Regular Session meeting of the Commissioners Court, there came on for consideration and approval a motion to approve the Ordinance Regulating Incident Management Towing Rotation and Storage Services (attached herewith), effective the _____ day of _____, 20____.

THEREFORE, **IT IS HEREBY RESOLVED, APPROVED AND ORDERED** that this Commissioners Court approves the Ordinance, the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services as attached to this Resolution and Order and presented to Commissioners Court, effective the _____ day of _____, 20____.

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

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BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT
TOWING AND STORAGE SERVICES
(Effective the 1st day of January, 2021)

I. Title, Jurisdiction and Administrative Authority

a. This Ordinance, including all appendices and exhibits attached thereto, may be cited as the Brazoria County, Texas Ordinance Regulating Incident Management Towing and Storage Services ("Ordinance"). This Ordinance applies to Non-Consent Tows (as defined herein) of motor vehicles in the unincorporated areas of Brazoria County ("County") as provided hereunder unless a government owned Tow Truck(s) or Vehicle Storage Facility(ies) (as defined herein) is/are employed for the removal or storage of said motor vehicles. Nothing in this Ordinance shall prevent a mutual agreement, to the extent allowed by law, between County and a municipality wherein the latter voluntarily adopts the Ordinance, and in such event, all applicable provisions of this Ordinance shall be deemed to govern within the municipality to the same extent as within unincorporated areas of Brazoria County. This Ordinance is enacted pursuant to Chapter 2308, Texas Occupations Code and while its provisions primarily govern Non-Consent Tows that are Incident Management Tows, initiated by Peace Officers in the performance of their official duties, certain relevant provisions herein are applicable to Private Property Tows (as defined herein). This Ordinance does not apply to a Consent Tow, as defined under Chapter 2308, Texas Occupations Code, and this Ordinance. This Ordinance shall be effective and enforceable on the ___ day of _____, 20__, and rules of incident management towing, under the prior Brazoria County, Texas Rules and Regulations for Non-Consent Towing and Storage Services, shall continue to govern only until midnight on the ___ day of _____, 20___.

b. Pursuant to Section 2308.201 of the Texas Occupations Code, the Brazoria County Commissioners Court ("Commissioners Court") has delegated to the Sheriff of Brazoria County, or his/her designee ("Sheriff"), the authority to administer and enforce the registration/permitting and operational requirements promulgated by this Ordinance, and further authorized the Sheriffs utilization of all available resources, including but not limited to the use of an appropriate web-based/mobile platform furnished by an online provide or vendor (referenced as 'online provider' within the Ordinance), as approved by the Commissioners Court, to facilitate same. The Sheriff may further establish, adjust and utilize operational procedures, for facilitation of same.

II. Definitions

a. For the purposes of this Ordinance, the definitions stated below shall control, to the extent that said definitions do not conflict with applicable statutory provisions as outlined in Sections 2303.002 and 2308.002 of the Texas Occupations Code, as well as 16 Tex. Admin. Code § 85.10 and 16 Tex. Admin. Code § 86.10, as applicable. The following definitions apply under

this Ordinance, and any words or terms used in this Ordinance, not otherwise defined herein, shall have the same meaning as the definitions contained within the aforementioned statutory provisions:

(1) "Application" (also referred to as "Permit Application" means the written document form approved by the Office to request a new, renewal or replacement Tow Truck Permit, Tow ID Card and/or Vehicle Storage Facility Permit, as defined below, including all required supportive documents and applicable fees;

(2) "Consent Tow" means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an Incident Management Tow or a Private Property Tow;

(3) "Division" means a geographical segment of Brazoria County covering a selection of Tow Zones, as designated by the Office;

(4) "Heavy Duty Tow Truck" means a Tow Truck having a gross vehicle weight rating ("GVWR") that exceeds twenty-five thousand (25,000) pounds, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Heavy Duty Tow Truck";

(5) "Incident Management Tow(ing)" means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or Incident Scene;

(6) "Incident Scene" means a location within the unincorporated areas of Brazoria County, Texas, where the Brazoria County Incident Management Towing Rotation System is, or may be, utilized for Non-Consent Towing following an *incident*, as defined under 16 Tex. Admin. Code § 86.10(10) [an unplanned randomly occurring traffic event that adversely affects normal traffic operations];

(7) "Light Duty Tow Truck" means a Tow Truck having a GVWR of ten thousand (10,000) pounds or less, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Light Duty Tow Truck";

(8) "Brazoria County Incident Management Towing Rotation System", also referred to as "Incident Management Towing Rotation System", means a rotation system utilized by Brazoria County, Texas to select and designate a Towing Company for the purposes of a Non-Consent Tow;

(9) "Non-Consent Tow(ing)" means any tow of a motor vehicle that is not a Consent Tow, including:

(A) an Incident Management Tow; and

(B) a Private Property Tow;

(10) “No-Show” refers a type of violation of this Ordinance by a Towing Company, as identified under Section V, subsection n, and Section X, subsections d and f;

(11) "Office" means the Brazoria County Sheriff’s Office (also referred to as "BCSO");

(12) "Parking Facility" means public or private property used, wholly or partly, for restricted or paid vehicle parking, as defined under Section 2308.002(7) of the Texas Occupations Code;

(13) "Peace Officer" means a person who is a peace officer under Article 2.12, Texas Code of Criminal Procedure;

(14) "Permit" means the applicable, new, renewal or replacement, Tow Truck Permit(s), Vehicle Storage Facility Permit(s) and/or Tow ID Card(s) issued by the Brazoria County Sheriff’s Office to an approved Towing Company, Vehicle Storage Facility and/or their individual owners, operators and Tow Assistants for operation in compliance with this Ordinance;

(15) “Permit Applicant” means a person or entity that applies for a Brazoria County Tow Truck Permit, Tow ID Card, and/or Vehicle Storage Facility Permit and files a Permit Application for a new, renewal or replacement Permit;

[“Permitted” refers to those entities and individuals whose applications for Permit(s) have been approved];

(16) “Private Property Tow(ing)” means any tow of a vehicle authorized by a Parking Facility owner without the consent of the owner or operator of the vehicle;

(17) “Sheriff” means the Sheriff of Brazoria County, Texas or his/her designee;

(18) “Tow ID Card” means the identification card issued by the Brazoria County Sheriff's Office to an approved Tow Truck operator;

(19) “Tow Truck” means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term does not include:

(A) a motor vehicle owned and operated by a governmental entity, including a public school district;

(B) a motor vehicle towing:

(i) a race car;

(ii) a motor vehicle for exhibition; or

(iii) an antique motor vehicle;

(C) a recreational vehicle towing another vehicle;

(D) a motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;

(E) a motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle;

(F) a motor vehicle that:

(i) is owned or operated by an entity the primary business of which is the rental of motor vehicles; and

(ii) only tows vehicles rented by the entity;

(G) a truck-trailer combination that is owned or operated by a dealer licensed under Chapter 2301 Texas Occupations Code and used to transport new vehicles during the normal course of a documented transaction in which the dealer is a party and ownership or the right of possession of the transported vehicle is conveyed or transferred; or

(H) a car hauler that is used solely to transport, other than in a Consent or Non-Consent Tow, motor vehicles as cargo in the course of prearranged shipping transaction or for use in mining, drilling, or construction operations;

(20) "Tow Zone" means the geographical area that the Brazoria County Sheriff's Office has designated to best respond to Incident Scenes;

(21) "Tow Sticker" means a sticker provided by the Office to a Permitted Towing Company to serve as the physical Permit and to be displayed on its Tow Truck(s)'s windshield to indicate approved Tow Zone(s) for said Towing Company;

(22) "Towing Company" means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state; and

(23) "Vehicle Storage Facility" (also referred to as "VSF"), means a vehicle storage facility, as defined by Section 2303.002(8) of the Texas Occupations Code, that is operated by a person who holds a license issued under Chapter 2303 (of said Code) to operate the facility. Under Section 2303.002(8) of the Texas Occupations Code, "Vehicle storage facility" is expressly defined as a garage, parking lot, or other facility that is:

(A) owned by a person other than a governmental entity; and

(B) used to store or park at least 10 vehicles each year.

III. Vehicle Storage Facilities, Non-Consent Tows including Private Property Tows, and Notification/Reporting Requirements

a. Each Vehicle Storage Facility (also referred to as a "VSF") located in the unincorporated area of Brazoria County, that stores motor vehicles which are towed without the owner's consent, shall complete and file as required, with the Office, an Application for a Brazoria County Vehicle Storage Facility Permit (see Appendix A), and shall be subject to the provisions of this Ordinance in addition to any other applicable laws, including but not limited to Chapters 2303 and 2308 of the Texas Occupations Code as well as Chapters 85

and 86, Title 16, Texas Administrative Code. Permit fees shall accompany and be part of an Application, and shall be payable in accordance with an approved fee schedule as provided by the Office. As a pre-requisite to a Permit Application approval, a Vehicle Storage Facility must possess and provide, to the Office, a copy of all valid and applicable licenses issued by the Texas Department of Licensing and Regulation ("TDLR") corresponding to the Permit Application. Vehicle Storage Facilities must meet and maintain all Application, insurance and licensing requirements mandated by the TDLR and the Office, particularly in relation to Non-Consent Towing. The Office may, as provided herein, deny an Application for a VSF Permit, and/or suspend, revoke, and/or refuse to renew or replace a VSF Permit, due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (below) which encompasses applicable state laws and regulations.

b. The validity of said TDLR issued Vehicle Storage Facility license, and all applicable insurance requirements, must be maintained throughout the term of any issued Brazoria County Vehicle Storage Facility Permit, and the Vehicle Storage Facility must at all times comply with the requirements of Chapter 2303 of the Texas Occupation Code, Chapter 85 under Title 16, Texas Administrative Code, and this Ordinance, in addition to other applicable, federal and state, statutory provisions. Except as and when otherwise stated on a Vehicle Storage Facility Permit, Brazoria County Vehicle Storage Facility Permits expire at midnight on the 31st day of January of each year, and applications for renewals must be received by the Office no later than thirty (30) calendar days prior to the stated expiration date.

c. Except as expressly allowed under this Ordinance, Section 2308.205 of the Texas Occupations Code and any other applicable state law, any vehicle removed as a Non-Consent Tow from within unincorporated Brazoria County, shall only be stored at a County Permitted Vehicle Storage Facility that is within the geographical boundaries of Brazoria County, or at a TDLR licensed VSF validly operating pursuant to local rules in a municipality within the geographical boundaries of Brazoria County. Each Permitted VSF (whether such is stand-alone or one of a larger sub-divided facility) must only allow right(s) of access and storage to a single Towing Company for the duration of the validity of the VSF Permit. At the same time, except as otherwise provided under Section III, subsection d. below, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed vehicles (without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code and/or any other applicable regulation of this Ordinance). Said VSF(s) cannot be shared contemporaneously by the Permitted Towing Company with another Towing Company. If a Towing Company and/or Tow Truck operator transport/tow a Non-Consent Towed motor vehicle from within the unincorporated areas of Brazoria County, and store said motor vehicle at a Vehicle Storage Facility that i) has not been expressly designated by the Towing Company in its Non-Consent Tow Truck Permit Application as the VSF to which it shall transport, and then store said Non-Consent Towed motor vehicles at, ii) the Towing Company does not *itself hold* a corresponding and valid TDLR issued VSF license to, iii) operates without a valid and

current TDLR license and/or otherwise in violation of state law, iv) is Permitted by the Office but has granted contemporaneous rights of storage to another Towing Company and/or is found to be storing another Towing Company's towed vehicles, v) is operating without a valid and current Office issued Permit when operating within unincorporated areas of Brazoria County, and/or vi) is outside the geographical boundaries of Brazoria County, *except where the vehicle was taken to a location designated by the vehicle owner or a Peace Officer and/or expressly allowed by section 2308.205 of the Texas Occupations Code/state law*, said conduct shall be deemed a violation of this Ordinance and may subject said Towing Company, Vehicle Storage Facility and/or Tow Truck operator to adverse administrative and/or criminal sanctions, pursuant to applicable provisions of this Ordinance.

d. In an effort to ensure accuracy, centralization and consolidation, of towing information, safety of services for the protection of consumers/owners of motor vehicles, and to facilitate the Office's administration of affected processes under this Ordinance, the following provision is made applicable to Non-Consent Tows, taking place within unincorporated areas of Brazoria County, that are Private Property Tows, court ordered tow(s), and/or where towing is incidental to a lawful repossession of the towed motor vehicle. In these applicable circumstances, the Tow Truck operator shall, prior to towing the vehicle, report the tow and associated information to Brazoria County Sheriff's Office Communications at (979) 864-2392 or other call-in phone numbers (s)/online portal as may be designated by the Office from time to time. The tow information, shall include, the year, make, model, color, license plate number, Vehicle Identification Number (VIN), condition, location towed from, Towing company, Tow Truck operator and Vehicle Storage Facility (with address) where the towed motor vehicle is intended to be transported to and stored at. Towing Companies, Tow Truck operators and/or Tow Assistants exclusively engaged in Private Property Tows within unincorporated areas of Brazoria County, are required to be Permitted by the Office under this Ordinance, and renew such Permits as needed, but an Application(s) and any related Tow Truck inspection(s) for such Permitting/renewal shall be at no charge to these Applicants. Said exclusively Private Property Towing Companies must identify and designate, on the Application forms, all TDLR licensed VSFs at which their towed vehicles would be stored, and may but are not required to hold a TDLR issued VSF license (to such VSFs). Upon their Application approval, said Permitted Companies/Tow Truck operators and Tow Assistants must comply with, and remain subject to, the following requirements: i) all state mandated rules and requirements related to Private Property Towing and storage including, but not limited to, fees, insurance, licensing, records retention and consumer protection ii) reporting tows to the Office at its designated phone number/online portal, ,as stated above, iii) unless expected by state law and/or otherwise designated by motor vehicle owner/Peace Officer, storing motor vehicles, that are towed as Private Property Tows form within the unincorporated areas of Brazoria County, strictly within the geographical boundaries of Brazoria County, and iv) any other provisions of this Ordinance, that ae not specific to Incident Management Towing alone, but apply generally to Non-Consent Tows, as well as state and local laws/rules, including, but not limited to, TDLR rules. Fees charged by Towing Companies for Private Property Tows shall not exceed the then controlling maximum fee amount(s), as applicable, pursuant to 16 Tex. Admin. Code § 86.455 (as amended).

e. When a location is designated by the vehicle owner, provisions of 16 Tex. Admin. Code § 86.700(b) as mandated by the TDLR, shall be complied with by the Towing Company and/or Tow Truck operator, as applicable: in the event the vehicle is taken to a location other than a licensed Vehicle Storage Facility, the document signed by the vehicle owner or operator to authorize the tow may not include authorization of any other services other than those necessary to perform the Non-Consent Tow.

f. The Towing Company and Tow Truck operator shall not allow or cause said towed vehicle (as stated in Section III, subsection c, above) to be towed, transferred or moved outside of the geographical boundaries of Brazoria County unless and until directed to by a Peace Officer and/or consent is received from the current vehicle owner (including where ownership is transferred, in the event of an abandoned vehicle). Once a vehicle is transported via Non-Consent Towing services to a Vehicle Storage Facility, it may not be moved to a different facility if that movement results in charging the vehicle owner more for transporting and storage services than if it had not been moved beyond the initial storage facility. If a vehicle towed pursuant to Non-Consent Towing services is moved between licensed Vehicle Storage Facilities, each facility must comply with notification provisions of 16 Tex. Admin. Code § 85.703, as applicable.

g. Abandoned motor vehicles stored at a Vehicle Storage Facility, following Non-Consent Towing services, shall be disposed of pursuant to, and in compliance with, applicable provisions of Section 2303.157 of the Texas Occupations Code, Chapter 683 of the Texas Transportation Code and other applicable laws.

h. Each Permitted Vehicle Storage Facility that accepts Non-Consent Tows shall post a sign plainly visible to the public, and in a prominent location within the business office/premises, clearly displaying the Vehicle Storage Facility Permit number, maximum charges allowed pursuant to this Ordinance and 16 Tex. Admin. Code § 85.722, and any other information as may be required by Chapter 85, Title 16, Texas Administrative Code, in the form and manner required by said Chapter.

i. Permit holding (current or past) Vehicle Storage Facilities shall keep and maintain records of all motor vehicles received through Non-Consent Tows for a period of not less than two (2) years from the date of the release or disposal of the vehicles, in a manner and form required by the TDLR, pursuant to Chapter 85, Title 16, Texas Administrative Code, and any other applicable state statute/rules.

j. Any Vehicle Storage Facility, by voluntarily filing an Application, to be Permitted for the first time under this Ordinance and for the purposes of subsequent renewal(s), authorizes the Office to review records of all tow slips and storage receipts pertaining to Non-Consent Tows, including tows initiated by the use of the towing rotation list, that are required to be maintained under applicable laws. Upon notice, and within all applicable legal/timing requirements for record keeping, the VSF will provide the aforementioned tow slips and storage receipts/records, for inspection by the Office as and when indicated, within five (5) business days of the date of the notice for inspection, even if the Permit of such VSF has expired or is otherwise invalidated, pursuant to this Ordinance, at the time of said inspection.

k. Once a motor vehicle has been towed upon authorization of a Peace Officer and delivered to a Permitted Vehicle Storage Facility, said Vehicle Storage Facility shall give notice to the registered owner of the motor vehicle as may be required by Chapter 2303, Subchapter D of the Texas Occupations Code, 16 Texas Administrative Code § 85.703, and/or any other applicable statute/ rules.

l. As explained under Section III, subsection **c.** above, rights of storage of motor vehicles, towed and brought as Non-Consent Tows, at a Permitted Vehicle Storage Facility must be exclusively limited by said facility to a single Permitted Towing Company at all times; a single Permitted Vehicle Storage Facility shall not allow its storage lot to be shared by more than one Towing Company for storage of said motor vehicles at any time.

m. All Vehicle Storage Facility Permits issued by the Office are non-transferable. Additionally, all Permits are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection e., or otherwise under this Ordinance, expired Vehicle Storage Facility Permit(s), that are not renewed, must be returned to the Office no later than fifteen (15) calendar days after the expiration of such Permit, in person or by a verifiable delivery method. Failure to timely return said expired Vehicle Storage Facility Permit(s) shall be a violation of this Ordinance.

n. A Permitted Vehicle Storage Facility (and its Permit holder) shall ensure that all its employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with the provisions herein, in addition to other applicable local, state and federal laws/regulations.

o. A copy of all valid and applicable insurance certificate(s), demonstrating minimum coverage requirements mandated by state law, must be submitted to the Office at the time of each new and renewal Application of the Vehicle Storage Facility Permits(s); said certificates must be timely updated, without any lapse or gaps in coverage, during the full course of validity of a VSF Permit. Certificates must mandate a notification to the Office, as designated, within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

IV. Application for Participation on the Brazoria County Incident Management Towing Rotation System and/or Performing a Non-Consent Tow

a. Pursuant to Section 2308.201 of the Texas Occupations Code, an established and licensed Towing Company desiring to participate in the Brazoria County Incident Management Towing Rotation System in order to perform a Non-Consent Tow in Brazoria County, shall complete its Application(s) and submit it (these) along with the required documents to the Brazoria County Sheriff's Office located at 3602 County Road 45 Angleton, Texas 77515 (See Appendix A) or as otherwise designated by the Office. This requirement is applicable regardless of whether the owner of a Tow Truck has a place of business in Brazoria County (as provided under Section 2308.201(c) of the Texas Occupations Code).

b. The Application for a Tow Truck Permit and/or corresponding Vehicle Storage Facility Permit(s) may be hand delivered in person during normal business hours, delivered via United States Postal Service, or delivered via any private courier service to the Office. The Application(s) shall meet the standards required under all state laws and codes generally governing tow truck companies, tow trucks, tow truck operators and vehicle storage facilities. Application for a Tow ID Card must be submitted to the Office, at its designated facility in person by the Applicant to allow for necessary processing.

c. Applying and Permitted Towing Companies and Vehicle Storage Facility licensees/owners, as well as Tow Truck operators and Assistants shall possess knowledge of, and at all times comply with all requirements of applicable governing/administrative entities as well as applicable provisions of federal, state and local laws, rules, regulations, definitions and codes, including but not limited to, the following:

(1) Texas Occupations Code;

(2) Texas Department of Licensing and Registration (also referred to as "TDLR");

(3) Texas Local Government Code;

(4) Texas Administrative Code (also referred to as "Tex. Admin. Code");

(5) Texas Transportation Code;

(6) Code of Federal Regulations; and

(7) Property Code; and

(8) This Ordinance.

Violation(s) of any of the applicable requirements or provisions of the above, shall be deemed a violation(s) of this Ordinance and may subject the violator to adverse administrative and criminal action, as applicable, under this Ordinance, regardless of any other, applicable, state or federal penalty. To the extent allowed by law, any violation(s) of this Ordinance may also be reported by the Office to the TDLR, local law enforcement authority(ies) and any other state and/or federal governing/administrative/regulatory entities.

d. In addition to complying with the entities as well as provisions, laws, rules and regulations listed above, each Towing Company participating in the Brazoria County Incident Management Towing Rotation System, shall meet the minimum equipment requirements, as indicated in the Tow Truck Inspection Checklist form (See Appendix A and Section VIII, subsection c, below), and provide any required fees and documents. Moreover, (except as otherwise provided under Section III, subsections c and d above) as part of its Application, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to

said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed Vehicles.

e. In the event of any change in Towing Company's physical business address, Vehicle Storage Facility's physical address, contact phone number(s) and/or any information previously provided on any Application, including but not limited to a Tow ID Card Application, the concerned business entity or Tow ID card holder must contact the Office, using the then Office designated contact method for such changes, within ten (10) business days of said changes and provide the updated information.

f. Approval by the Office for replacement Permits, due to loss, theft, damage or expiration of current Permit(s), requires the completion and filing of applicable new/renewal Application(s) by Applicant, with accompanying documents/fees, and a TDLR status in good standing. All issued Tow Truck Permits, Tow ID Cards, Tow Zone Stickers and Vehicle Storage Facility Permits are non-transferable.

g. An Application for a Tow Truck Permit/Tow ID Card/Tow Zone Sticker/Vehicle Storage Facility Permit shall include payment of the required fees. The Office may issue a Tow Truck Permit, Tow ID Card, Tow Zone Sticker and/or Vehicle Storage Facility Permit after the applicant meets and satisfies all the requirements of the relevant Application(s).

h. All renewal Applications must be received by the Office no later than thirty (30) calendar days prior to the expiration date of the current Permit/Tow Card, to avoid interruption of the Permit's/Tow Card's validity. It is solely the responsibility of the Towing Company/applicant to ensure that the Application is submitted timely, such that the applicable inspections are completed prior to the expiration of the current Permit. The Office may, as provided herein, deny an Application for any Permit/Tow Card, and/or suspend, revoke, and/or refuse to renew or replace a Permit/Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (above), which encompasses applicable state and federal laws/regulations.

i. Except as and when otherwise stated on a Permit, all Permits expire annually at midnight on the 31st day of January, regardless of the issuance date. To renew a Tow Truck Permit and/or Vehicle Storage Facility Permit, the Towing Company must file a renewal Application with required documents and fees.

V. Additional Towing Company Requirements

a. As a pre-requisite to a Permit Application approval, a Towing Company must possess and provide a copy of all valid and applicable licenses issued by the TDLR corresponding to the Permit Application. Hence, Towing Companies must meet all application and licensing requirements mandated by the TDLR, including but not limited to continuing education requirements, in order to obtain and maintain the applicable TDLR license(s), particularly in relation to Non-Consent Towing. The validity of said TDLR license(s) must be maintained by the Towing Company(ies) throughout the term of applicable

Office issued Permit(s). Failure to maintain said validity shall be deemed a violation of this Ordinance and may subject the concerned Towing Company(ies) to adverse administrative and criminal action, as applicable, pursuant to this Ordinance.

b. As part of its Application (unless a Towing Company performs exclusively private Property Tows), the Towing Company must provide a copy of at least one (valid) VSF license issued by the TDLR to said Towing Company and which VSF(s) must be the only facility(ies) where the Towing Company's Non-Consent Towed vehicles may be stored (if and as allowed by state law, in particular, without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code). Upon approval of the Application, said VSF(s) cannot be shared by the Permitted Towing Company contemporaneously with another Towing Company.

c. Each Towing Company may choose to file an Application for Permit(s) for one or more of its owned or leased Tow Truck(s) within one or more Tow Zone(s) and said Permit(s), if approved, shall only allow it to operate within the boundaries of those Tow Zone(s) for Non-Consent Towing. However, this does not provide additional rotation spots so that, at all times, there will only be one rotation per Permitted Towing Company per Tow Zone (further subject to Section V, subsection 1. below).

d. A separate Permit Application must be filed by the Towing Company for each Tow Truck that is sought to be Permitted. Towing Companies owning/leasing multiple Tow Trucks may apply for Permit(s) for one or more Tow Trucks to operate in each Zone, each Division or all Zones.

e. Each Towing Company with one or more Tow Truck Permitted in a particular Tow Zone, will receive only one spot in the rotation cycle for such Tow Zone, under the Brazoria County Incident Management Towing Rotation System, regardless of the number of Permitted Tow Trucks that the Towing Company may have available at its disposal in the particular Tow Zone.

f. A Towing Company in an adjacent Tow Zone may only be utilized for a Non-Consent Tow when there are no Permitted Towing Companies available in the affected Tow Zone, or under exigent circumstances as determined by the Peace Officer at the Incident Scene.

g. A Towing Company may, only upon annual renewal Application and inspection, choose to change the Tow Zones selection. All Permits, Tow ID Cards and Tow Zone Stickers issued by the Office are non-transferable. Additionally, all Permits, Tow ID Cards and Tow Zone Stickers are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below, or otherwise under this Ordinance, all expired Permits and corresponding Tow Zone Stickers must be returned to the Office no later than fifteen (15) calendar days after expiration of said Permit(s), in person or by a verifiable delivery method. Failure to timely return said expired Permit(s) and corresponding Tow Zone Sticker(s) shall be a violation of this Ordinance.

h. Tow Trucks will be inspected by the Office on an annual basis unless information is received by the Office that certain Tow Truck(s) is/are out of compliance, in which event, the Office may require said Tow Truck(s) to be brought in by the Towing Company for inspection at any time prior to the next annual inspection/renewal of the Permit. A notification by the Office to bring a Tow Truck(s) to a designated location for inspection shall be complied with, by the Towing Company, in accordance with instructions provided.

~~i.~~ During the validity of the Permit, Permitted Towing Companies are allowed to submit an Application(s) to add additional Tow Trucks or replace existing Tow Trucks any time before the next annual renewal of the Permit(s), which Application(s) may be approved provided that the additional or replacement Trucks pass inspection by the Office and the applying Towing Company is otherwise in compliance with the Ordinance's requirements.

j. Tow Truck replacement during the validity of the corresponding Permit, prior to the next annual Permit renewal, shall be, at a minimum, the same weight category truck as the truck being replaced, which must pass inspection by the Office prior to being placed into service.

k. Towing Companies shall only use specifically designed and appropriate equipment in loading, recovering, and towing of vehicles towed from Incident Scenes. The equipment used must, at all times, be commensurate with the type of tow involved, in good working order, capable of performing such services without causing damage to the vehicles involved and complaint with all applicable state laws and regulations. In addition to other requirements, every hydraulic line on each Tow Truck must be free of leaks and in good working condition, free from defects; and the winch must not exceed the capacity of the boom or leak oil. (See Tow Truck Inspection Checklist attached under Appendix A.)

l. Two or more Towing Companies sharing ownership of a Tow Truck or Towing Company, may not appear more than once on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing) within Brazoria County. Furthermore, an individual or business entity that has an ownership interest (in whole or in part) in more than one Permitted Towing Company, may have only one of its Permitted Towing Companies on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing).

m. A Towing Company must conduct towing operations with honesty, trustworthiness, and integrity (16 Tex. Admin. Code§ 86.711).

n. A Permitted Towing Company which, when attempted to be contacted by the Office or its designated online provider, either fails to respond or responds that it is unable/unwilling to provide the Non-Consent Towing services as indicated, will lose its turn in the current rotation cycle and must await its customary turn in the next rotation cycle. At any time prior to such contact, a Permitted Towing Company is free to request a removal from the rotation list due to lack of availability by way of notification to the Office via the Office's then designated method. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when called by the Office pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and may subject the

Towing Company to administrative and criminal sanctions, as applicable, pursuant to this Ordinance. A Tow Truck Operator and/or Tow Assistant shall not arrive at an Incident Scene in Brazoria County to perform a Non-Consent Tow of a motor vehicle without first being contacted by the Office. Violation of this requirement may subject the Towing Company, Tow Truck Operator and/or Tow Assistant to administrative and criminal sanctions as applicable, pursuant to this Ordinance and state law. [See Section X, subsections d. and f.]

o. The Towing Company shall comply with all insurance requirements stated under Section VI below, both prior to the issuance of any applicable Permit and during the term of said Permit, in addition to any other requirements mandated by state law.

p. The Towing Company shall ensure that all its Tow Truck Operators and Tow Assistants, whether such are employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with its provisions, in addition to other applicable local, state and federal laws/regulations.

VI. Towing Company Insurance Requirements

a. Prior to the issuance of any Tow Truck Permit, the applicant shall have filed, with the Office, proof of motor vehicle liability insurance coverage, at or above the minimum amounts set forth below under Section VI, subsection e, and in compliance with any other requirements mandated by state law.

b. A Towing Company shall have and maintain in full force and effect, throughout the term of the Tow Truck Permit(s) (without any lapse or gaps in coverage), liability coverage that is combined single limit liability for bodily injury to, or death of, an individual per occurrence and loss or damage to property (excluding cargo) per occurrence, as required under this Ordinance and state law.

c. A copy of a valid and applicable insurance certificate must be submitted to the Office at the time of each new and renewal Application of the Tow Truck Permit(s), and carried in applicable Tow Trucks. The certificate shall clarify the type as well as amount of insurance coverage, and require a notification to the Office within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

d. Each liability insurance policy for vehicle, bodily injury or property damage shall be issued by a casualty insurance company, authorized to conduct business in the State of Texas, which complies with all applicable rules and regulation of the Texas Department of insurance.

e. The minimum amounts of liability coverage for each Tow Truck shall comply with 16 Tex. Admin. Code § 86.400, including any future amendments thereto.

f. Insurance covering Permitted Tow Trucks must be kept in full force and effect at all times. A Towing Company shall not participate in any Non-Consent Tow if it fails to carry and provide

evidence of the required minimum insurance coverage for any Tow Truck and Tow Truck Operator performing Non-Consent Towing services, as stated above. Participation in a Non-Consent Tow without applicable and valid proof of insurance coverage shall be a violation of this Ordinance.

g. All certificates of insurance covering Permitted Tow Trucks shall be provided to the Office, and/or Peace Officer present at the Incident Scene, upon demand and, at a minimum, indicate the following:

(1) indicate that the policy covers the particular vehicle covered by the Tow Truck Permit;
(2) identify the vehicle by year, make and vehicle identification number;

(3) indicate that the policy coverage is consistent with the minimum liability limits established by this Ordinance and state law; and

(4) the Insurance Certificate shall show the Certificate Holder as (and shall be timely updated as notified and required by the Office).

VII. Tow Truck Operators

a. Prior to any person operating or occupying a Tow Truck on an Incident Scene, each Tow Truck Operator(s) and Tow Assistant(s) must first obtain a Brazoria County Identification Card or "Tow Card". The Application for the Tow Card will be available from the Office. Tow Cards issued to Tow Truck Operators shall have the same expiration date as their TDLR incident management towing operator's license, after which date these shall be deemed invalid if not timely renewed. Tow Cards issued to Tow Assistants shall expire at midnight on the 31st day of January following issuance of said Tow Card, regardless of timing of initial issuance, after which date these shall be deemed invalid if not timely renewed. Tow Cards are non-transferable. The requirements for obtaining and maintaining a Tow ID Card are stated below.

b. No person, with the exception of the towed motor vehicle's owner(s), driver and/or occupant(s), shall operate or occupy a Tow Truck at an Incident Scene unless he/she possesses and carries a valid and applicable Tow ID Card issued to him/her by the Office. Tow Truck Operators and Tow Assistants must prominently display Tow Cards issued to them by the Office at all times while on an Incident Scene. A Tow Card so displayed must reflect the name of the individual actually possessing/carrying said Tow Card and the name of his/her current employer/Towing Company. A person shall not carry, Display, or use a Tow ID Card at an Incident Scene that has not been issued to said person by the Office. All Tow Cards are non-transferable. Failure by the concerned Tow Truck Operator and/or Tow Assistant to produce his/her valid Tow Card for inspection, upon demand by a Peace Officer, shall be deemed a violation of this Ordinance and may subject said Tow Truck Operator(s) and/or Tow Assistant to adverse administrative and criminal action, as applicable, pursuant to the Ordinance.

c. Tow Cards issued by the Office are valid until the applicable expiration date, after which date these shall be deemed invalid if not timely renewed. No later than thirty (30) calendar days prior to the applicable expiration, the Tow Truck Operator and Tow Assistant shall file an Application for renewal with the Office, including all required documents, and pay renewal fees, to avoid interruption of validity.

d. As a pre-requisite to a Tow ID Card Application approval, Tow Truck Operators must possess and provide a copy of all valid and applicable licenses, issued by the TDLR, corresponding to the Tow Card Application, and must additionally satisfy all the stipulations/qualifications required under said Tow Card Application. Hence, said operators must meet all application and licensing requirements mandated by the TDLR, including but not limited to all applicable continuing education requirements, in order to obtain and maintain appropriate towing operator license(s), particularly in relation to Non-Consent Towing. Moreover, approval of an Application for a Tow Card may be denied, or is subject to later revocation if initially approved, where the individual applying for a Tow Card is found to have falsified, or withheld, required information, and/or otherwise failed to satisfy criteria stated on the Application.

e. Tow Assistants must posses and prominently display a valid Tow Card issued by the Office, while on any Incident Scene.

f. In addition to the duly issued Tow ID Cards, another current and valid government issued identification document must be carried by all Tow Truck Operators at all times while on an Incident Scene and shall be made available for inspection, upon demand by a Peace Officer.

g. The Office may, as provided herein, deny an Application for a Tow ID Card, and/or suspend, revoke, and/or refuse to renew or replace a Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection c, of this Ordinance (above) which encompasses applicable state laws and regulations. Tow Cards are the property of Brazoria County and shall be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance.

h. Tow Truck Operators and Assistants must submit all required fees and required information/documentation to Office at the time of Application for a Tow ID Card including, but not limited to:

(1) a copy of the current TDLR incident management towing operator's license;

(2) a copy of any current Brazoria County Permit;

(3) all information required on the Application; and

(4) a copy of a valid driver's license.

i. The following rules apply to Incident Scenes (in addition to any other, applicable, rules contained in this Ordinance and state/federal rules):

(1) the rotation Tow Truck shall park a minimum of one-hundred (100) feet from the scene, on the same side of the roadway as the vehicle to be towed;

(2) the rotation Tow Truck(s) shall remove all debris from the Incident Scene and properly dispose of all debris collected only under and in compliance with the directions of the Peace Officer(s) at the Incident Scene;

(3) any Tow Truck Operator, who is other than the authorized rotation Tow Truck Operator (duly responding to a rotation call by the Office/online provider), or one who is not otherwise authorized by a Peace Officer/the Office/online provider to be present at an Incident Scene, and who arrives at an Incident Scene, will not be allowed to perform the Non-Consent Tow, may be deemed in violation of this Ordinance and any applicable state law(s), and may be subject to applicable criminal and administrative sanctions as provided for in this Ordinance and state law (the Towing Company employing or affiliated with such Tow Truck Operator may also be subject to administrative and/or criminal sanctions under this Ordinance);

(4) a motor vehicle towed pursuant to a Non-Consent Tow, within unincorporated Brazoria County, must be taken to a State/TDLR licensed and Brazoria County Permitted Vehicle Storage Facility, or a VSF operating in the applicable municipality wherein it is located, within the geographical boundaries of Brazoria County, unless the vehicle owner requests an alternate location and such request is approved by the Peace Officer on the Incident Scene; and

(5) Tow Truck Operators and Tow Assistants shall obey all lawful orders given to them by Peace Officers present at an Incident Scene and shall not in any matter, knowingly or intentionally, interfere with said Peace Officers in the performance of their duty. Tow Truck Operators shall not remove a vehicle from an Incident Scene without permission from the Peace Officer(s) in charge of the Incident Scene. Additionally, Tow Truck Operators and Tow Assistants shall conduct themselves with professionalism while present at an Incident Scene.

j. The following requirements are applicable to Heavy Duty Tow Truck Operators responding to an Incident Scene (in addition to any other, applicable, local, state and federal rules):

(1) no person shall operate a Heavy Duty Tow Truck in order to perform a Non-Consent Tow without a valid Heavy-Duty Tow Truck Permit issued by the Office under this Ordinance;

(2) dispatch of Heavy Duty Tow Trucks will be on a Division(s) or countywide rotation, and allow a maximum of ninety (90) minute(s) to respond to an Incident Scene;

(3) each Operator of a Heavy Duty Tow Truck shall have a minimum of sixteen (16) hours of Heavy Duty towing related continuing education/training, approved by the Texas Department of Licensing and Regulation (TDLR) and/or the Texas Engineering Extension Service (TEEX), which includes hands on training within twelve (12) months of a Brazoria County Heavy-Duty Tow Truck Permit being issued. All Tow Truck Operators that respond to Incident Scenes pursuant to this Ordinance shall repeat the above level of continuing education/training at least once every five (5) years; and

(4) operators of Heavy Duty Tow Trucks hired by a Towing Company after the approval of the Brazoria County Heavy Duty Tow Truck Permit shall have twelve (12) months from the date of hire to complete the sixteen (16) hours of continuing education/training.

k. All Tow Cards issued by the Office are non-transferable. In the event of termination and/or change of employment/affiliation of a Tow Card holder (with his/her employing/affiliated Towing Company), his/her held Tow Card is deemed invalid as of the next business day following the change/termination, and he/she must surrender said Tow Card to the Office within five (5) business days of such invalidation date. If applicable, he/she must timely file an Application with the Office for a replacement Tow Card, indicating any new or changed employment/affiliation, with all required fees and documentation, and must not provide any services requiring a valid Tow Card until the Application is duly approved. Additionally, all Tow Cards are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below or otherwise under this Ordinance, each Tow Truck Operator and Tow Assistant shall at the time of renewal or within fifteen (15) calendar days after the expiration of a Tow Card, return it to the Office in person or by a verifiable delivery method. Failure to timely return an expired Tow Card shall be a violation of this Ordinance.

VIII. Required Identification Markings and Inspections

a. A Tow Truck Permit holder must display on each Permitted Tow Truck:

(1) the Permit holder's name, publicly listed telephone number, city and state where the permit holder is located and the TDLR permit number for the Tow Truck;

(2) the phone number(s) and the address(es) of each Permitted Vehicle Storage Facility to which the Operator of the Tow Truck delivers vehicles; the phone number(s) and address(es) shall be displayed on the right and left side of the Tow Truck bed, visible from a minimum distance of fifty (50) feet from the Truck;

(3) required lettering must be at lease two (2) inches high and in a color that contrasts with the color of the background surface. All lettering must be permanently affixed in conspicuous places on both sides of the Tow Truck; and

(4) the Tow Zone Sticker must be displayed prominently on the left side of the Tow Truck windshield (as viewed from inside the Truck), no more than three (3) inches above the Texas vehicle registration sticker.

It is a violation of this Ordinance for a Permitted Tow Company to use magnetic or removable signs in lieu of the markings required to be affixed to Tow Trucks.

b. The Office may inspect any Tow Truck, place of business of the Towing Company, or Vehicle Storage Facility Permitted, or pending approval of Application to be Permitted, under the Brazoria County Incident Management Towing Rotation System, pursuant to this Ordinance, at any time, with or without notice, to ensure compliance with all aspects of this Ordinance.

c. The Office's designated personnel shall in particular, as part of the Tow Truck Permit Application process, inspect every Tow Truck prior to issuance of a new or renewal Permit. The inspection shall ensure compliance with applicable provisions of state law and this Ordinance, utilizing a "Brazoria County Tow Truck Inspection Check List" form provided by the Office [see Appendix A]. Said form may also be used at any time after issuance of a Permit to evaluate continued compliance with this Ordinance.

d. Any Tow Truck, Towing Company and/or Vehicle Storage Facility, that fails an inspection shall not be issued the relevant Permit under this Ordinance, and shall immediately surrender a previously issued Permit. The Towing Company owner, may schedule a new inspection once the vehicle complies with all applicable laws and County Ordinances, but not less than three (3) business days from the date of failed inspection. Only a designated official with the Office may review and approve an inspection related to a Permit under this Ordinance.

IX. Fees, Records Retention, and Compliance with Chapters 85 and 86, Title 16, Texas Administrative Code, as well as Chapters 2308 and 2303 of Texas Occupations Code

a. Pursuant to Section 2308.2065 of the Texas Occupations Code and 16 Tex. Admin. Code § 86.458, whenever a Tow Truck service is used pursuant to this Ordinance and in response to the Brazoria County Incident Management Towing Rotation System, the maximum amount allowed to be charged by a Permit holder for such services, including but not limited to tow, winch, clean-up and removal, shall not exceed the applicable and allowable fees as outlined in the current, County approved, rate schedule mentioned above and incorporated in this Ordinance under Appendix A. The Administrative Fees assessed by the Office, to offset its administration costs as stated above, must be included within the applicable Incident Management Tow fees charged by the Permit holder (see Appendix A), and timely remitted to the Office/online provider, as designated. Failure to timely remit the required Administrative

Fee, as designated by the Office/online provider, shall be deemed a violation of this Ordinance and subject the violator to temporary or permanent removal from the Incident Management Towing Rotation System among other administrative sanctions under this Ordinance.

b. Additionally, each Towing Company that has been issued a Permit shall maintain a record of Non-Consent Tows carried out pursuant to said Permit for a minimum period of two (2) years. Such records include, but are not limited to, Tow Truck slips from Peace Officers, charges to customers for vehicles transported as Non-Consent Tows, and records of remittance of Administrative Fees under this Ordinance. The Office may, with a minimum of five (5) business days advance written notice, inspect all records on any working day at any time during normal business hours. A Towing Company's failure to provide the Office with access to records upon request and/or failure to provide any such records, specifically requested by the Office, beyond five (5) business days of said request(s), is a violation of this Ordinance.

c. Towing Companies and Tow Truck Operators are, in addition to the requirements stated in this Ordinance, in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 86, Title 16, Texas Administrative Code, and Chapter 2308 of the Texas Occupations Code, including future amendments thereto, as applicable. Vehicle Storage Facilities, in addition to the requirements stated in this Ordinance, are in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 85, Title 16, Texas Administrative Code, and Chapter 2303 of the Texas Occupations Code, including future amendments thereto, as applicable.

d. Pursuant to Section 2308.203 of the Texas Occupations Code, a Towing Company may file with the Office, at any time but not more often than once biennially, a request for a towing fee study to be performed by the Office. In that event, the Office will make a determination whether it believes a towing fee study is warranted and advise the Commissioners Court of the request with a recommendation whether to conduct a towing fee study. The Commissioners Court may accept the recommendation of the Office or order a Towing fee study despite a recommendation otherwise. The Commissioners Court is not absolutely obligated to order a towing fee study. If so ordered, the Office shall review the allowable fees for Non-Consent/Incident Management Towing services and present to the Commissioners Court a recommendation whether the allowable fees then in effect represent the fair value of the services of a Towing Company and are reasonably related to any financial or accounting information collected by the Office during the course of its towing fee study. The Commissioners Court shall determine whether the allowable fees should be established or amended, and proceed accordingly.

X. Operation of the Brazoria County Incident Management Towing Rotation System

a. A Peace Officer who is requesting a Towing Company for a Non-Consent Tow on any Incident Scene, shall notify Brazoria County Sheriff's Office Communications of the request for a Towing Company. The Peace Officer shall make the request based upon the appropriate need:

Light Duty or Heavy Duty, except as provided under Section X, subsection g, below, and a rotation call may then be placed by the Office in accordance with this Ordinance. Based on the then running procedures of the Office, a rotation call may take the form of a phone call and/or a mobile/other electronic message.

b. With the exception of Permitted Towing Companies providing Heavy Duty Tow Truck services (which are placed on a rotation list in alphabetical order), Permitted Towing Companies that are on rotation in a particular Tow Zone, will be placed on a rotation list for said Tow Zone in alphabetical order. Regardless of the type of rotation list, once placed on a list, a Towing Company must immediately notify and update the Office in the event of a change in its contact information or other required Application information, as indicated in this Ordinance.

c. There is no penalty to a Towing Company for indicating to the Office an unwillingness or inability to respond to an Incident Scene at the time of a rotation call, and/or requesting prior removal for a certain period from the Incident Management Towing Rotation System and then requesting a re-instatement thereto, as designated by the Office; however, no refund (in whole or in part) of any type of Application fees, submitted in relation to a particular validity period, is due from the Office as result of any voluntary or involuntary removal from the Incident Management Towing Rotation System. An indication as stated hereinabove, or a failure by a Towing Company to immediately respond to a rotation call, shall not be deemed a violation under this Ordinance, but said Towing Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

d. A Permitted Towing Company, that indicates an affirmative intent to respond to the Incident Scene, shall have forty-five (45) minutes to arrive at the Incident Scene from the time of the rotation call, except that Towing Companies which are required to send Heavy Duty Tow Truck(s) are allowed ninety (90) minutes to arrive at the Incident Scene, from the time of the rotation call. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when contacted by the Office/online provider pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and subject the Towing Company to sanctions pursuant to this Ordinance. Additionally, said Towing Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

e. Any change in the Permit holders' contact numbers will require an updated Application prior to any change being made in the Office records. Failure to timely provide an updated phone

number(s) to the Office, as indicated under Section IV, subsection e, of this Ordinance, shall be deemed a violation.

f. If a "No-Show" violation is caused by a duly responding rotation Tow Truck attempting to reach an Incident Scene, but suffering mechanical failure prior to reaching the Scene, such "No-Show" violation may be voided by the Office if the Towing Company contacts the Office via its designated method while en-route to notify the Office of such development, and then provides written proof and details of repairs performed on said Truck, to the Office within ten (10) business days following the date of the rotation call. A voided "No-Show" shall not be deemed a violation. Additionally, said repaired Tow Truck shall be subject to inspection and clearance by Office, prior to being reinstated under the rotation list.

g. Under exigent circumstances, the Peace Officer present at the Incident Scene may, in the interest of immediate public safety, request a Tow Truck outside the order of the rotation list and/or outside the scope of this Ordinance to remove a vehicle/hazard.

h. An affected motor vehicle owner at an Incident Scene may request his/her preferred Towing Company which may fall outside the Incident Management Towing Rotation System and/or the Permitting requirements instituted under this Ordinance. If a motor vehicle owner requests such Towing Company at an Incident Scene, which is outside the Incident Management Towing Rotation System and/or the Ordinance's Permitting requirements, the Peace Officer at the Incident Scene may, but is not obligated to, honor such request, unless so required by an applicable state law. A Peace Officer may consider the speed and efficiency of response of the owner requested Towing Company [whether it can arrive within forty-five (45) minutes (for a Light or Medium Duty Tow) or within ninety (90) minutes (for a Heavy Duty Tow) from time of request], and consider applicable public safety concerns, before honoring the owner's request. Moreover, the owner requested Towing Company must, as a pre-requisite, be in compliance with all applicable TDLR requirements: both the responding Tow Truck and the Tow Truck Operator must be licensed by the TDLR (which licenses must be valid and in good standing at the time of the owner request) to perform an Incident Management Tow, and the Towing Company must have the ability to appropriately complete all aspects of an Incident Management Tow, including but not limited to, required clean-up of spills, cargo and debris from the Incident Scene. If the request is honored, the owner and/or Peace Officer may contact the Towing Company but in either event, the requested Towing Company must independently and immediately contact Brazoria County Sheriff's Office Communications, at (979) 864 2392 or other phone number(s)/online link as may be designated by the Office, to confirm its agreement to respond to the Incident Scene and expected arrival time at the Incident Scene. Except as expressly exempted otherwise under this Ordinance, operations of the owner requested Towing Company shall be regulated by all applicable state and local laws. If, following Office/Peace Officer authorization, an owner requested Towing Company fails, for any reason, to timely confirm its agreement to respond and/or timely arrive at the Incident Scene, as indicated hereinabove, the Peace Officer may proceed with utilizing the Brazoria County Incident Management Towing Rotation System for the required Incident Management

Tow. In addition to any customarily required documentation, in the event of owner requested Towing Company(s) performing an Incident Management Tow, the Peace Officer may, at any time, require execution of an appropriate release(s) and associated documentation by the owner and/or Towing Company.

XI. Adverse Administrative Action

a. All applicants, Permit holders, Tow ID Card holders and Permitted entities/individuals, including Towing Companies, Vehicle Storage Facilities, their individual owners, Tow Truck Operators are subject to adverse administrative action pursuant to applicable provisions of this Ordinance. In terms of adverse administrative action by the Office, any one or more violation(s) of this Ordinance may result in an applicable Permit(s)'s denial, suspension, non-renewal and/or revocation, and consequent temporary or permanent removal (as applicable) of the violator(s) from the Brazoria County Incident Management Towing Rotation System. Said adverse administrative action by the Office shall take place in accordance with the procedures stated in this Ordinance, and shall be subject to the due process rights of appeal and hearing stated under Section XII of this Ordinance. Notification of adverse administrative action by the Office to an applicant or Permit/Tow Card holder shall be in writing, whether or not a verbal notification is also provided, and must also be responded to in writing.

b. A Permit/Tow ID Card shall be denied, suspended, not renewed and/or revoked, as applicable, by the Office with immediate effect for any of the following reasons:

(1) the applicant/Permit/Tow Card holder is under indictment for a felony, or has a felony conviction involving sexual, assaultive or theft offense, within the last five (5) years from the date of Application, or is on community supervision or deferred adjudication for a felony. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(2) the applicant/Permit/Tow ID Card holder is under indictment for, or has a conviction of, a misdemeanor theft offense, within the last five (5) years from the date of application. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(3) non-compliance with, or violation of, any provision(s) of this Ordinance;

(4) knowingly supplying false or incomplete information to the Office and/or Peace Officer, in an Application or otherwise;

(5) falsifying records;

(6) knowingly towing a motor vehicle that is reported stolen without first contacting a Peace Officer and/or having been contacted by the Office/online provider; or

(7) deceptively obtaining or using a motor vehicle owner/driver's consent or waiver, verbal or written, in relation to any Non-Consent Towed vehicle, in an attempt to circumvent the approved fees mandated by this Ordinance (and/or by the TDLR, as applicable), to tow the motor vehicle to a facility not duly Permitted or allowed under this Ordinance, and/or to circumvent any provision of this Ordinance. Said conduct shall additionally subject the entity (Towing Company or Vehicle Storage Facility) and/or its individual owner, as well as any involved Tow Truck Operator to permanent removal from the Brazoria County Incident Management Towing Rotation System as well as revocation of all Permit(s)/Tow Card(s).

c. Citizen complaints regarding any Permitted Towing Company, Tow Truck Operator, Vehicle Storage Facility, including individual owner, and operator, must be filed in writing, and addressed to the following:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 CR 45, Angleton, Texas 77515.

Complaints may be reviewed for adverse administrative action, as necessary.

d. Notice(s) to Towing Companies and/or Vehicle Storage Facilities, including individual owners, and Tow Truck Operators of adverse administrative action by the Office under this Section XI shall be as follows:

(1) the Office shall provide written notice following a denial, suspension, denial of renewal of revocation of a Permit or Tow ID Card; and

(2) written notice may be delivered via hand-delivery to the concerned Permit or Tow ID Card holder, or delivered via United States Postal Service Certified Mail Return Receipt to the last updated address of the Permit/Tow ID Card holder as stated in Application records and an additional copy(s) may be sent via email and/or First Class Mail. Hand-delivered notices, for all purposes, shall be marked accordingly by the Office and state the date of delivery, which shall also be deemed the date of receipt.

e. If a Permit/Tow Card is denied, suspended, revoked or a renewal Application is denied, as a result of adverse administrative action, such action shall take effect immediately (unless otherwise indicated in the notice sent to the Permit/Tow Card holder) and the affected entity and/or individual shall surrender all (applicable) currently held Permits, Zone Stickers and Tow Cards to the Office, within three (3) business days after the notice of adverse action was received, regardless of filing of an appeal. Said surrender shall be made to the Office in person or by a verifiable delivery method. Office may demand the surrender of any Permit/Tow Card

at any time. [An expiration of a Permit/Tow Card alone, without any corresponding adverse administrative action by the Office, shall not invoke the three (3) business days return requirement and shall continue to subject the Permit holder to fifteen (15) calendar days requirement for surrender/return of the expired Permit/Tow ID Card.]

f. Failure to timely surrender a suspended, renewal-denied or revoked Permit, Zone Sticker and/or Tow Card to the Office shall be deemed an additional violation of this Ordinance. This additional violation shall subject the violator to a continuation of suspension or non-reinstatement, by the same number of business days as said Permit/Zone Sticker/Tow Card remained unreturned to the Office after the third (3rd) business day following receipt of the original adverse administrative action notice stated above.

g. Hearing and appeal procedures for a denial, suspension, renewal-denial or revocation, under Section XI of this Ordinance, shall follow the requirements of Section XII below.

h. The Office's denial, suspension, renewal-denial or revocation of any Permit/Tow Card disqualifies the person or business entity from participating in, and removes the person or business entity from, the Brazoria County Incident Management Towing Rotation System until such Permit/Tow Card is approved, reinstated or reissued (as applicable), and all other requirements of this Ordinance have been complied with, following an appeal or otherwise.

XII. Hearing Process for Adverse Administrative Action

a. A person or Towing Company may appeal any adverse administrative action by the Office by delivering a written notice of appeal to the Office within ten (10) business days from the date of the written notice of the Office's adverse action.

b. Delivery of a notice of appeal to the Office is effective if hand-delivered, or forwarded by United States Postal Service, Certified Mail Return Receipt Requested, to the Office, to the attention of the Office, Patrol Division Captain.

c. Upon receipt of a written notice of appeal, the Captain shall convene a Disciplinary Hearing Committee to hear the appeal; the Committee shall be comprised of the following individuals:

(1) Chief Deputy;

(2) Patrol Division Captain; and

(3) Commercial Vehicle Enforcement Deputy; and

(4) representative from other Tow Company in different zone.

d. The Disciplinary Hearing Committee shall give the person or company making the appeal a written notice, via hand-delivery or via United States Postal Service Certified Mail Return Receipt Requested, stating the date, time and place of an appeal hearing to be conducted by the Committee. Both the person and/or company that made the appeal and the Office are entitled to offer evidence and argument at the appeal hearing. Following that hearing, the Committee shall render a decision and provide written notice of their decision no later than fifteen (15) business days from the hearing date. A decision of the Committee shall become final, if not appealed to the Patrol Division Captain within ten (10) business days of the date of notice of the Committee's decision.

e. An adverse decision by the Disciplinary Hearing Committee may be appealed to the Sheriff by delivering a written notice of final appeal within ten (10) business days of the date of notice of the Disciplinary Hearing Committee's decision. Additional information may not be submitted in a final appeal to the Sheriff. Rather, the Sheriff's decision shall be based only on a review of the written information previously submitted to the Disciplinary Hearing Committee. The Sheriff will render a written decision within fifteen (15) business days from the receipt of the final notice of appeal. County shall deem and approve the Sheriff's decision as final.

f. A person or company forfeits its right to any appeal available under the provisions hereof by failing to timely file an appeal under this Section XII of the Ordinance.

g. All notices of appeal shall be sent in writing to:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 County Road 45, Angleton, Texas 77515.

XIII. Additional Requirements

a. In the event the initial adverse administrative action is a denial, refusal/denial to renew or revocation of a Permit or Tow ID Card issued under this Ordinance, a person or company subject to such action may submit a new Application with the Office, together with payment of the appropriate fees and submission of required documents, as follows:

(1) no earlier than one hundred and eighty (180) business days from the date of the Disciplinary Hearing Committee's final decision, if no appeal was made to the Patrol Division Captain or Sheriff; or

(2) no earlier than ninety (90) business days from the date of a final decision by the Disciplinary Hearing Committee or the Sheriff, in the event of an appeal, whichever rendered the decision that is last in time.

b. As a further condition of Application approval or reinstatement, following a denial, suspension, denial of renewal of revocation, resulting from adverse administrative action, the Disciplinary Hearing Committee, Patrol Division Captain or the Sheriff may require the submission of a new Application and/or payment of the appropriate Application fees (regardless of any fees previously paid in connection with a prior Application), in order to perform a subsequent Non-Consent Tow and/or to participate in the Incident Management Towing Rotation System.

c. The Office reserves the right at all times, prior to initiating any adverse administrative action, to issue a verbal and/or written warning/notice of a violation to a violator of this Ordinance. In no event is the Office obligated to issue said warning prior to initiating any adverse administrative action, unless otherwise required by this Ordinance.

XIV. Affirmative Defenses

a. It is an affirmative defense to adverse administrative action, and to the extent consistent with applicable state/federal law, any criminal action, that:

(1) the Tow Truck used to tow the vehicle was owned by the owner of the vehicle being towed, carried or otherwise transported by the Tow Truck;

(2) the vehicle towed, carried or otherwise transported was originally picked up or loaded onto the Tow Truck outside the unincorporated area of Brazoria County;

(3) the motor vehicle was towed pursuant to a Consent Tow at the direction of its owner, without violating any other provision of this Ordinance;

(4) the involved towing was incidental to a lawful repossession of the towed motor vehicle and the Tow Truck Operator complied with all requirements of this Ordinance and state law that would be applicable if the lienholder were the owner of the vehicle being towed;

(5) the Tow Truck Operator, the Towing Company and/or the Vehicle Storage Facility involved were not required to be Permitted under this Ordinance at the time of occurrence of the alleged violation; or

(6) the Towing Company responding to an Incident Scene was not Permitted in the Tow Zone of the Incident Scene but was nevertheless requested by Brazoria County Sheriff's Office or its designated online provider.

XV. Criminal Offense(s)

A violator of this Ordinance may be subject to adverse administrative action under this Ordinance, as well as any other applicable civil and/or criminal penalty(ies) pursuant to federal, state and local laws.

XVI. Severability and Scope

a. It is not intended, and no provision herein shall be so construed, to contravene, conflict with or contradict any applicable state and/or local law or to pre-empt any federal statute. To the extent any part or any provision in this Ordinance might otherwise be construed or deemed as conflicting with state and/or local law, invalid, illegal and/or unenforceable in any respect, it shall be construed as being limited in its scope and applicable to only those circumstances to which it can legally apply. To the extent that any provision or part hereof is found to be conflicting with state and/or local law, invalid, illegal or unenforceable in any respect, it shall not affect any other provision or application thereof. Applicable laws and procedures, as defined by local, state and/or federal statutory instruments, shall continue to control where this Ordinance is found to be silent.

b. All references to state statutory provisions in this Ordinance shall include and encompass successor statutes and rules, as may be enacted and/or amended after the effective date of this Ordinance.

c. The table of contents and headings contained in this Ordinance are for reference purposes only, and are neither intended to, nor shall be construed to, limit any of the provisions of this Ordinance. References to the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

d. All Exhibits, under Appendix A, as attached to this Ordinance, are incorporated herein and shall be deemed part of this Ordinance. This Ordinance, including its Exhibits, and any part thereof, may be added to, updated, removed, replaced, altered and/or amended, in whole or in part, as mandated by the Commissioners Court of Brazoria County, at any time.

EXHIBIT(S): **APPENDIX A**

- Tow Rate Schedule
- Non-Consent Tow Truck Permit Application
- Tow ID Card Application
- Tow Truck Inspection Checklist
- Vehicle Storage Facility Permit Application
- Vehicle Storage Facility Permit

APPENDIX A

BRAZORIA COUNTY TOW RATE SCHEDULE

Permitting and Office Fees		
Application – Towing Company 1- Tow Truck Permit / Inspection 2- Tow ID Permit 3- Inspection of VSF	$200.00	Per Company
Additional Tow Truck Permit / Inspection	$25.00	Per Tow Truck
Tow ID Card	$10.00	Per Driver
Re-Scheduling Tow Truck /VSF Inspection	$25.00	Per Inspection

Light Duty Tow Fees	**GVWR 6,000-10,000 lbs.**
Incident Management Tow (Includes Rollback)*	$160.00
Light Duty Wrecker Assist (Must be approved by a Peace Officer)	$160.00

Heavy Duty Tow Fees	
Incident Management Tow	$450.00
Heavy Duty Wrecker Assist	$450.00

Specialty Fees	
Motorcycle Fee	+$50.00
Mileage Fee* Per mile traveled outside the jurisdiction of Brazoria County for an Incident Management Tow. The distance shall be calculated via the most direct route from the County Line to and from the scene.	+$1.00 per mile
Contract Cost	Actual Cost +20%
Special Recovery Fee (Maximum charge for every 30 minutes of work for the recovery of vehicles from abnormal situations such as creeks, muddy fields, submersion in water, or other unusual circumstances requiring more time and effort than a standard tow for each tow truck involved in the recovery. The accrual of time for this charge begins 30 minutes after the wrecker driver arrives on scene of such a recovery or tow.	+$50.00 After First Thirty (30) Minutes

Note: Whenever a light duty or heavy duty tow truck service is used pursuant to this ordinance **and in response to the Brazoria County Incident Management Towing Rotation System**, the maximum amount allowed for such services shall not exceed the allowable fees an outlined in approved fee schedule.

BRAZORIA COUNTY, TEXAS NON-CONSENT TOW TRUCK PERMIT APPLICATION

(This Application Form to also be used for Permit Renewals)

Permit Number: _____ ☐ Sole ☐ Partner ☐ Corp

☐ New ☐ Renewal ☐ Replacement ☐ Substitute ☐ Denied

Name of Partner(s) or Corporation Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip_____

Primary Phone _____ Secondary Number _____

Contact Person _____ Email _____

Mobile Phone _____ Fax Number _____

TOW TRUCK INFORMATION

Heavy Duty ☐ Yes ☐ No Lift Capacity _____ License Plate # _____

Year _____ Make _____ VIN #_____ Current Permit # (if applicable) _____

AUTHORIZED VEHICLE STORAGE FACILITIES

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____
Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZORIA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLE, OR THE CONTENTS THEREOF, HANDLED BY THE TOWING COMPANY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT TOWING SERVICES PERFORMED BY APPLICANT OR THE TOWING COMPANY

_____ _____
Applicant's Printed Name Date Applicant's Signature Date

Application MUST include the following documents: □ Vehicle Registration Listing ("cab card"); □ Current Registration; □ Most recent Tow Truck Invoice; □ Schedule of Tow Company's Non – Consent Fees posted on TxDot website; □ Original business card □ Vehicle Inspection; Authorization letter for use of each Vehicle Storage Facility listed on application; □Evidence of insurance coverage or financial responsibility for each tow truck; □Original CERTIFICATE OF INSURANCE naming "Brazoria County, Texas" as certificate holder; and □Payment of Fees

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS TOW ID CARD APPLICATION

□ Tow Operator □ Tow Assistant

This form must be submitted in person with required supportive documents for processing.

□New □Renewal □Change

Date: _____ TXDL: _____

_____
TDLR (Incident Management Towing Operator's License)

_____ _____
TDLR License Issue Date TDLR License Expiration Date

Last _____ First _____ Middle _____

DOB_____ Sex(M/F) ____ HT_____ WT_____ Eyes_____ Hair_____

Phone_____Cell_____Address_____City/Zip_____

Towing Company: _____ Address_____ City/Zip_____

The Tow Card worn by an Operator/Assistant MUST be attached flush to the Tow Truck Operator's/Assistant's clothing using a badge clip or pin, or worn around the neck using a breakaway lanyard. No motor vehicle will be loaded, recovered and towed using any tow truck not properly equipped and qualified to handle that vehicle, and any motor vehicle loaded, recovered and towed by the applicant as a tow truck operator pursuant to non-consent towing services will be loaded, recovered and towed pursuant to safe procedures. I, _____, the applicant, do solemnly swear that the following statements are true and correct by initialing each statement and understand that a Criminal History Check will be conducted.

___ I have not been convicted within the past three years of any of the following:

□ a serious traffic violation

□ leaving the scene of an accident

□ a violation of law that regulates the operation of a motor vehicle at a railroad crossing

□ driving a motor vehicle under the influence of alcohol or controlled substance

□ using a motor vehicle in the commission of a felony

□ causing the death of another person through negligence or criminal operation of a motor vehicle

□ driving a motor vehicle while license was revoked, suspended, cancelled or while otherwise disqualified from driving

A conviction of any of the above could result in denial of the tow card.

___ The applicant is not addicted to the use of alcohol, controlled substance or another drug that renders a person incapable of driving, an applicant has not refused to submit to a test during the last year to determine alcohol concentration or the presence of a controlled substance/drug while operating a commercial motor vehicle.

___ Analysis during the last year of the applicant's blood, breath, or urine under TEX, TRANSP. CODE 522, 524, or 724 would not disqualify the applicant from driving a commercial vehicle.

___ Applicant does not hold a driver's license issued by another State or another country that has been revoked, cancelled or suspended.

___ Applicant has not been determined by a judgement of a court to be mentally incompetent, unless declared restored to competency by a court or certificate of competency issued by an attending hospital physician; and

___ Applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over operation of a Tow Truck.

The applicant agrees to indemnify and hold harmless Brazoria County against any claim of damage to a motor vehicle towed, or the contents thereof, and against any injury or damage to any person or another vehicle as a result of non-consent towing services performed by applicant. Applicant acknowledges that failure to notify the Department within 20 days of change of employer may result in suspension or revocation of operator's permit.

Applicant Signature _____ Date: _____

Official use Only

□CCH Clear

□Tow ID Card Issued

□Tow Card Denied, Reason for Denial

_____

_____

_____

Date/Initials_____

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS
TOW TRUCK INSPECTION CHECK LIST

☐ **Approve** ☐ **Denied** **Date:** _____ **Inspector** _____

Company Name_____ TDLR#_____

Business Phone_____ E-Mail_____

Physical Address_____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Contact Person _____ Cell Phone _____

TOW TRUCK INFORMATION

Heavy Duty Yes ☐ No ☐ Lift Capacity _____ License Plate_____

Year_____ Make_____VIN _____ Current Permit # (if applicable)_____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

Truck Type					
Rollback W/Wheel Lift	□ Yes	□ No	Power Winch Line & boom (Not to exceed 8000 lbs.)	□ Yes	□ No
Rollback W/0 Wheel Lift	□ Yes	□ No	Ropes/Straps	□ Yes	□ No
Sling Truck W/Wheel Lift	□ Yes	□ No	Safety Chains	□ Yes	□ No
Wheel Lift Only	□ Yes	□ No	Fire Extinguisher (10 lbs. or 2 -5 lbs.)	□ Yes	□ No
Hydraulic lines/cylinder free of leaks	□ Yes	□ No	Crow/Wrecking Bar	□ Yes	□ No
			Broom	□ Yes	□ No
			Shovel	□ Yes	□ No
			Closed or Sealable Container	□ Yes	□ No
Truck Equipment			Flashlight	□ Yes	□ No
Headlights	□ High	□ Low	Magnetic Tow Lights	□ Yes	□ No
Tail Lights	□ L	□ R	Amber Warning Lights (46 inches wide Min.)	□ Yes	□ No
Turn Signals	□ L	□ R	Work Lights	□ Yes	□ No
Hazard Lights	□ Yes	□ No	Flares/Safety Reflectors/18" Orange Cones	□ Yes	□ No
Brake Lights	□ L	□ R	Reflective Vest (ANSI/ISEA)	□ Yes	□ No
Mirrors	□ L	□ R	Correct Graphics (Per VIII of Ordinance)	□ Yes	□ No
Rearview	□ Yes	□ No	County ID (Active/Proper Company)	□ Yes	□ No
Copy of State MVI report	□ Yes	□ No	TDLR ID (Active)	□ Yes	□ No

Inspector Signature: _____

Owner/Operator Signature: _____

BRAZORIA COUNTY, TEXAS
VEHICLE STORAGE FACILITY PERMIT APPLICATION

□New □ Renewal □Substitute □Denied

Company Name _____ TDLR# _____

□Sole Partnership □Corp □Limited Partnership □Limited Liability Company Name of Partner(s) or Corporate Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Mobile Phone _____ Federal ID# _____

Storage Lot Capacity:

□ 50 vehicles or fewer □ 51-99 vehicles □ 100 vehicles or more

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZOIRA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLES, OR THE CONTENTS THEREOF, HANDLED BY THE VEHICLES STORAGE FACILITY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT STORAGE SERVICES PERFORMED BY APPLICATION OR THE VEHICLE STORAGE FACILITY.

I, THE APPLICANT, DO UNDERSTAND THAT A CRIMINAL HISTORY CHECK WILL BE CONDUCTED.

_____ _____

Applicant's Printed Name Date Applicant's Signature
Date

Application must include the following documents/requirements: □Evidence of insurance coverage or financial responsibility for each Vehicle Storage Facility; □Original Certificate of Insurance naming "Brazoria County, Texas" as certificate holder; **LOT REQUIREMENTS**; □6 ft. fence with gate □All-weather lot surface □Lighting 1-250 watt element per ¼ acre □Signage per TDLR guideline 16 Texas Administrative Code, Chapter 85, Section 85.1003 □Original business card □Vehicle Storage Facility invoice (voided) and □Payment of Fees

Mail to: Brazoria County Sheriff's Office

3602 County Road 45

Angleton, Texas 77515

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY SHERIFF'S OFFICE

3602 County Road 45

Angleton, Texas 77515

Vehicle Storage Facility Permit

_____	_____	_____
Permit #	Date Issued	Expiration Date

Issued to

_____

_____

_____

TDLR #

_____

_____

Storage Facility Address

_____

_____

_____

BCSO Authorized Representative

PLEASE DISPLAY IN PLAIN VIEW AT STORAGE FACILITY

November 22, 2022

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 7.A.1

RE: Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

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That the court consider and approve the attached revisions to the Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas.

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

ORDER

WHEREAS, on December 14, 2021 this Court adopted Order 6.O.2, an Ordinance Regulating Incident Management Towing and Storage services under Section 2308.208 of the Texas Occupations Code; and

WHEREAS, after consultation with local tow truck operators it has become apparent that increased fee limits and other revisions of the Ordinance are necessary; and

NOW THEREFORE, **IT IS HEREBY RESOLVED, APPROVED AND ORDERED** that this Commissioners Court approves amending the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services adopted on December 14th, 2021 under Commissioners Court Order 6.O.2 by replacing them in their entirety with the attached Ordinance presented to Commissioners Court, effective the 23rd day of November, 2022.

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

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BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT
TOWING AND STORAGE SERVICES
(Effective the 1st day of January, 2021)

I. Title, Jurisdiction and Administrative Authority

a. This Ordinance, including all appendices and exhibits attached thereto, may be cited as the Brazoria County, Texas Ordinance Regulating Incident Management Towing and Storage Services ("Ordinance"). This Ordinance applies to Non-Consent Tows (as defined herein) of motor vehicles in the unincorporated areas of Brazoria County ("County") as provided hereunder unless a government owned Tow Truck(s) or Vehicle Storage Facility(ies) (as defined herein) is/are employed for the removal or storage of said motor vehicles. Nothing in this Ordinance shall prevent a mutual agreement, to the extent allowed by law, between County and a municipality wherein the latter voluntarily adopts the Ordinance, and in such event, all applicable provisions of this Ordinance shall be deemed to govern within the municipality to the same extent as within unincorporated areas of Brazoria County. This Ordinance is enacted pursuant to Chapter 2308, Texas Occupations Code and while its provisions primarily govern Non-Consent Tows that are Incident Management Tows, initiated by Peace Officers in the performance of their official duties, certain relevant provisions herein are applicable to Private Property Tows (as defined herein). This Ordinance does not apply to a Consent Tow, as defined under Chapter 2308, Texas Occupations Code, and this Ordinance. This Ordinance shall be effective and enforceable on the 23rd day of November, 2022, and rules of incident management towing, under the prior Brazoria County, Texas Rules and Regulations for Non-Consent Towing and Storage Services, shall continue to govern only until midnight on the 22nd day of November, 2022.

b. Pursuant to Section 2308.201 of the Texas Occupations Code, the Brazoria County Commissioners Court ("Commissioners Court") has delegated to the Sheriff of Brazoria County, or his/her designee ("Sheriff"), the authority to administer and enforce the registration/permitting and operational requirements promulgated by this Ordinance, and further authorized the Sheriffs utilization of all available resources, including but not limited to the use of an appropriate web-based/mobile platform furnished by an online provide or vendor (referenced as 'online provider' within the Ordinance), as approved by the Commissioners Court, to facilitate same. The Sheriff may further establish, adjust and utilize operational procedures, for facilitation of same.

II. Definitions

a. For the purposes of this Ordinance, the definitions stated below shall control, to the extent that said definitions do not conflict with applicable statutory provisions as outlined in Sections 2303.002 and 2308.002 of the Texas Occupations Code, as well as 16 Tex. Admin. Code § 85.10 and 16 Tex. Admin. Code § 86.10, as applicable. The following definitions apply under

this Ordinance, and any words or terms used in this Ordinance, not otherwise defined herein, shall have the same meaning as the definitions contained within the aforementioned statutory provisions:

(1) "Application" (also referred to as "Permit Application" means the written document form approved by the Office to request a new, renewal or replacement Tow Truck Permit, Tow ID Card and/or Vehicle Storage Facility Permit, as defined below, including all required supportive documents and applicable fees;

(2) "Consent Tow" means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an Incident Management Tow or a Private Property Tow;

(3) "Division" means a geographical segment of Brazoria County covering a selection of Tow Zones, as designated by the Office;

(4) "Incident Management Tow(ing)" means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or Incident Scene;

(5) "Incident Scene" means a location within the unincorporated areas of Brazoria County, Texas, where the Brazoria County Incident Management Towing Rotation System is, or may be, utilized for Non-Consent Towing following an *incident*, as defined under 16 Tex. Admin. Code § 86.10(10) [an unplanned randomly occurring traffic event that adversely affects normal traffic operations];

(6) "Heavy Duty Tow Truck" means a Tow Truck having a gross vehicle weight rating ("GVWR") that exceeds twenty-five thousand (25,000) pounds, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Heavy Duty Tow Truck";

(7) "Light Duty Tow Truck" means a Tow Truck having a GVWR of ten thousand (10,000) pounds or less, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Light Duty Tow Truck";

(8) "Medium Duty Tow Truck" means a Tow Truck having a GVWR of over ten thousand (10,000) pounds but no more than twenty-five thousand (25,000) pounds, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Medium Duty Tow Truck";

(9) "Brazoria County Incident Management Towing Rotation System", also referred to as "Incident Management Towing Rotation System", means a rotation system utilized by Brazoria County, Texas to select and designate a Towing Company for the purposes of a Non-Consent Tow;

(10) "Non-Consent Tow(ing)" means any tow of a motor vehicle that is not a Consent Tow,

including:

(A) an Incident Management Tow; and

(B) a Private Property Tow;

(11) “No-Show” refers a type of violation of this Ordinance by a Towing Company, as identified under Section V, subsection n, and Section X, subsections d and f;

(12) "Office" means the Brazoria County Sheriff’s Office (also referred to as "BCSO");

(13) "Parking Facility" means public or private property used, wholly or partly, for restricted or paid vehicle parking, as defined under Section 2308.002(7) of the Texas Occupations Code;

(14) "Peace Officer" means a person who is a peace officer under Article 2.12, Texas Code of Criminal Procedure;

(15) "Permit" means the applicable, new, renewal or replacement, Tow Truck Permit(s), Vehicle Storage Facility Permit(s) and/or Tow ID Card(s) issued by the Brazoria County Sheriff’s Office to an approved Towing Company, Vehicle Storage Facility and/or their individual owners, operators and Tow Assistants for operation in compliance with this Ordinance;

(16) “Permit Applicant” means a person or entity that applies for a Brazoria County Tow Truck Permit, Tow ID Card, and/or Vehicle Storage Facility Permit and files a Permit Application for a new, renewal or replacement Permit;

[“Permitted” refers to those entities and individuals whose applications for Permit(s) have been approved];

(17) “Private Property Tow(ing)” means any tow of a vehicle authorized by a Parking Facility owner without the consent of the owner or operator of the vehicle;

(18) “Sheriff” means the Sheriff of Brazoria County, Texas or his/her designee;

(19) “Tow ID Card” means the identification card issued by the Brazoria County Sheriff's Office to an approved Tow Truck operator;

(20) “Tow Truck” means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term does not include:

(A) a motor vehicle owned and operated by a governmental entity, including a public school district;

(B) a motor vehicle towing:

(i) a race car;

(ii) a motor vehicle for exhibition; or

(iii) an antique motor vehicle;

(C) a recreational vehicle towing another vehicle;

(D) a motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;

(E) a motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle;

(F) a motor vehicle that:

(i) is owned or operated by an entity the primary business of which is the rental of motor vehicles; and

(ii) only tows vehicles rented by the entity;

(G) a truck-trailer combination that is owned or operated by a dealer licensed under Chapter 2301 Texas Occupations Code and used to transport new vehicles during the normal course of a documented transaction in which the dealer is a party and ownership or the right of possession of the transported vehicle is conveyed or transferred; or

(H) a car hauler that is used solely to transport, other than in a Consent or Non-Consent Tow, motor vehicles as cargo in the course of prearranged shipping transaction or for use in mining, drilling, or construction operations;

(21) "Tow Zone" means the geographical area that the Brazoria County Sheriff's Office has designated to best respond to Incident Scenes;

(22) "Tow Sticker" means a sticker provided by the Office to a Permitted Towing Company to serve as the physical Permit and to be displayed on its Tow Truck(s)'s windshield to indicate approved Tow Zone(s) for said Towing Company;

(23) "Towing Company" means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state; and

(24) "Vehicle Storage Facility" (also referred to as "VSF"), means a vehicle storage facility, as defined by Section 2303.002(8) of the Texas Occupations Code, that is operated by a person who holds a license issued under Chapter 2303 (of said Code) to operate the facility. Under Section 2303.002(8) of the Texas Occupations Code, "Vehicle storage facility" is expressly defined as a garage, parking lot, or other facility that is:

(A) owned by a person other than a governmental entity; and

(B) used to store or park at least 10 vehicles each year.

III. Vehicle Storage Facilities, Non-Consent Tows including Private Property Tows, and Notification/Reporting Requirements

a. Each Vehicle Storage Facility (also referred to as a "VSF") located in the unincorporated

area of Brazoria County, that stores motor vehicles which are towed without the owner's consent, shall complete and file as required, with the Office, an Application for a Brazoria County Vehicle Storage Facility Permit (see Appendix A), and shall be subject to the provisions of this Ordinance in addition to any other applicable laws, including but not limited to Chapters 2303 and 2308 of the Texas Occupations Code as well as Chapters 85 and 86, Title 16, Texas Administrative Code. Permit fees shall accompany and be part of an Application, and shall be payable in accordance with an approved fee schedule as provided by the Office. As a pre-requisite to a Permit Application approval, a Vehicle Storage Facility must possess and provide, to the Office, a copy of all valid and applicable licenses issued by the Texas Department of Licensing and Regulation ("TDLR") corresponding to the Permit Application. Vehicle Storage Facilities must meet and maintain all Application, insurance and licensing requirements mandated by the TDLR and the Office, particularly in relation to Non-Consent Towing. The Office may, as provided herein, deny an Application for a VSF Permit, and/or suspend, revoke, and/or refuse to renew or replace a VSF Permit, due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (below) which encompasses applicable state laws and regulations.

b. The validity of said TDLR issued Vehicle Storage Facility license, and all applicable insurance requirements, must be maintained throughout the term of any issued Brazoria County Vehicle Storage Facility Permit, and the Vehicle Storage Facility must at all times comply with the requirements of Chapter 2303 of the Texas Occupation Code, Chapter 85 under Title 16, Texas Administrative Code, and this Ordinance, in addition to other applicable, federal and state, statutory provisions. Except as and when otherwise stated on a Vehicle Storage Facility Permit, Brazoria County Vehicle Storage Facility Permits expire at midnight on the 31st day of January of each year, and applications for renewals must be received by the Office no later than thirty (30) calendar days prior to the stated expiration date.

c. Except as expressly allowed under this Ordinance, Section 2308.205 of the Texas Occupations Code and any other applicable state law, any vehicle removed as a Non-Consent Tow from within unincorporated Brazoria County, shall only be stored at a County Permitted Vehicle Storage Facility that is within the geographical boundaries of Brazoria County, or at a TDLR licensed VSF validly operating pursuant to local rules in a municipality within the geographical boundaries of Brazoria County. Each Permitted VSF (whether such is stand-alone or one of a larger sub-divided facility) must only allow right(s) of access and storage to a single Towing Company for the duration of the validity of the VSF Permit. At the same time, except as otherwise provided under Section III, subsection d. below, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed vehicles (without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code and/or any other applicable regulation of this Ordinance). If a Towing Company and/or Tow Truck operator transport/tow a Non-Consent Towed motor vehicle from within the unincorporated areas of Brazoria County, and store said motor vehicle at a Vehicle Storage Facility that i) has not

been expressly designated by the Towing Company in its Non-Consent Tow Truck Permit Application as the VSF to which it shall transport, and then store said Non-Consent Towed motor vehicles at, ii) the Towing Company does not *itself hold* a corresponding and valid TDLR issued VSF license to, iii) operates without a valid and current TDLR license and/or otherwise in violation of state law, iv) is Permitted by the Office but has granted contemporaneous rights of storage to another Towing Company and/or is found to be storing another Towing Company's towed vehicles, v) is operating without a valid and current Office issued Permit when operating within unincorporated areas of Brazoria County, and/or vi) is outside the geographical boundaries of Brazoria County*, except where the vehicle was taken to a location designated by the vehicle owner or a Peace Officer and/or expressly allowed by section 2308.205 of the Texas Occupations Code/state law*, said conduct shall be deemed a violation of this Ordinance and may subject said Towing Company, Vehicle Storage Facility and/or Tow Truck operator to adverse administrative and/or criminal sanctions, pursuant to applicable provisions of this Ordinance.

d. In an effort to ensure accuracy, centralization and consolidation, of towing information, safety of services for the protection of consumers/owners of motor vehicles, and to facilitate the Office's administration of affected processes under this Ordinance, the following provision is made applicable to Non-Consent Tows, taking place within unincorporated areas of Brazoria County, that are Private Property Tows, court ordered tow(s), and/or where towing is incidental to a lawful repossession of the towed motor vehicle. In these applicable circumstances, the Tow Truck operator shall, prior to towing the vehicle, report the tow and associated information to Brazoria County Sheriff's Office Communications at (979) 864-2392 or other call-in phone numbers (s)/online portal as may be designated by the Office from time to time. The tow information, shall include, the year, make, model, color, license plate number, Vehicle Identification Number (VIN), condition, location towed from, Towing company, Tow Truck operator and Vehicle Storage Facility (with address) where the towed motor vehicle is intended to be transported to and stored at. Towing Companies, Tow Truck operators and/or Tow Assistants exclusively engaged in Private Property Tows within unincorporated areas of Brazoria County, are required to be Permitted by the Office under this Ordinance, and renew such Permits as needed, but an Application(s) and any related Tow Truck inspection(s) for such Permitting/renewal shall be at no charge to these Applicants. Said exclusively Private Property Towing Companies must identify and designate, on the Application forms, all TDLR licensed VSFs at which their towed vehicles would be stored, and may but are not required to hold a TDLR issued VSF license (to such VSFs). Upon their Application approval, said Permitted Companies/Tow Truck operators and Tow Assistants must comply with, and remain subject to, the following requirements: i) all state mandated rules and requirements related to Private Property Towing and storage including, but not limited to, fees, insurance, licensing, records retention and consumer protection ii) reporting tows to the Office at its designated phone number/online portal, ,as stated above, iii) unless expected by state law and/or otherwise designated by motor vehicle owner/Peace Officer, storing motor vehicles, that are towed as Private Property Tows form within the unincorporated areas of Brazoria County, strictly within the geographical boundaries of Brazoria County, and iv) any other provisions of this Ordinance, that ae not specific to Incident Management Towing alone, but apply generally to Non-Consent Tows, as well as state and local laws/rules, including, but not limited to, TDLR rules. Fees charged

by Towing Companies for Private Property Tows shall not exceed the then controlling maximum fee amount(s), as applicable, pursuant to 16 Tex. Admin. Code § 86.455 (as amended).

e. When a location is designated by the vehicle owner, provisions of 16 Tex. Admin. Code § 86.700(b) as mandated by the TDLR, shall be complied with by the Towing Company and/or Tow Truck operator, as applicable: in the event the vehicle is taken to a location other than a licensed Vehicle Storage Facility, the document signed by the vehicle owner or operator to authorize the tow may not include authorization of any other services other than those necessary to perform the Non-Consent Tow.

f. The Towing Company and Tow Truck operator shall not allow or cause said towed vehicle (as stated in Section III, subsection c, above) to be towed, transferred or moved outside of the geographical boundaries of Brazoria County unless and until directed to by a Peace Officer and/or consent is received from the current vehicle owner (including where ownership is transferred, in the event of an abandoned vehicle). Once a vehicle is transported via Non-Consent Towing services to a Vehicle Storage Facility, it may not be moved to a different facility if that movement results in charging the vehicle owner more for transporting and storage services than if it had not been moved beyond the initial storage facility. If a vehicle towed pursuant to Non-Consent Towing services is moved between licensed Vehicle Storage Facilities, each facility must comply with notification provisions of 16 Tex. Admin. Code § 85.703, as applicable.

g. Abandoned motor vehicles stored at a Vehicle Storage Facility, following Non-Consent Towing services, shall be disposed of pursuant to, and in compliance with, applicable provisions of Section 2303.157 of the Texas Occupations Code, Chapter 683 of the Texas Transportation Code and other applicable laws.

h. Each Permitted Vehicle Storage Facility that accepts Non-Consent Tows shall post a sign plainly visible to the public, and in a prominent location within the business office/premises, clearly displaying the Vehicle Storage Facility Permit number, maximum charges allowed pursuant to this Ordinance and 16 Tex. Admin. Code § 85.722, and any other information as may be required by Chapter 85, Title 16, Texas Administrative Code, in the form and manner required by said Chapter.

i. Permit holding (current or past) Vehicle Storage Facilities shall keep and maintain records of all motor vehicles received through Non-Consent Tows for a period of not less than two (2) years from the date of the release or disposal of the vehicles, in a manner and form required by the TDLR, pursuant to Chapter 85, Title 16, Texas Administrative Code, and any other applicable state statute/rules.

j. Any Vehicle Storage Facility, by voluntarily filing an Application, to be Permitted for the first time under this Ordinance and for the purposes of subsequent renewal(s), authorizes the Office to review records of all tow slips and storage receipts pertaining to Non-Consent Tows, including tows initiated by the use of the towing rotation list, that are required to be maintained under applicable laws. Upon notice, and within all applicable legal/timing requirements for record keeping, the VSF will provide the aforementioned tow slips and

storage receipts/records, for inspection by the Office as and when indicated, within five (5) business days of the date of the notice for inspection, even if the Permit of such VSF has expired or is otherwise invalidated, pursuant to this Ordinance, at the time of said inspection.

k. Once a motor vehicle has been towed upon authorization of a Peace Officer and delivered to a Permitted Vehicle Storage Facility, said Vehicle Storage Facility shall give notice to the registered owner of the motor vehicle as may be required by Chapter 2303, Subchapter D of the Texas Occupations Code, 16 Texas Administrative Code § 85.703, and/or any other applicable statute/ rules.

l. As explained under Section III, subsection **c.** above, rights of storage of motor vehicles, towed and brought as Non-Consent Tows, at a Permitted Vehicle Storage Facility must be exclusively limited by said facility to a single Permitted Towing Company at all times; a single Permitted Vehicle Storage Facility shall not allow its storage lot to be shared by more than one Towing Company for storage of said motor vehicles at any time.

m. All Vehicle Storage Facility Permits issued by the Office are non-transferable. Additionally, all Permits are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection e., or otherwise under this Ordinance, expired Vehicle Storage Facility Permit(s), that are not renewed, must be returned to the Office no later than fifteen (15) calendar days after the expiration of such Permit, in person or by a verifiable delivery method. Failure to timely return said expired Vehicle Storage Facility Permit(s) shall be a violation of this Ordinance.

n. A Permitted Vehicle Storage Facility (and its Permit holder) shall ensure that all its employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with the provisions herein, in addition to other applicable local, state and federal laws/regulations.

o. A copy of all valid and applicable insurance certificate(s), demonstrating minimum coverage requirements mandated by state law, must be submitted to the Office at the time of each new and renewal Application of the Vehicle Storage Facility Permits(s); said certificates must be timely updated, without any lapse or gaps in coverage, during the full course of validity of a VSF Permit. Certificates must mandate a notification to the Office, as designated, within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

IV. Application for Participation on the Brazoria County Incident Management Towing Rotation System and/or Performing a Non-Consent Tow

a. Pursuant to Section 2308.201 of the Texas Occupations Code, an established and licensed Towing Company desiring to participate in the Brazoria County Incident Management Towing Rotation System in order to perform a Non-Consent Tow in Brazoria County, shall complete its Application(s) and submit it (these) along with the required documents to the Brazoria County Sheriff's Office located at 3602 County Road 45 Angleton, Texas 77515 (See Appendix A) or as otherwise designated by the Office. This requirement is applicable

regardless of whether the owner of a Tow Truck has a place of business in Brazoria County (as provided under Section 2308.201(c) of the Texas Occupations Code).

b. The Application for a Tow Truck Permit and/or corresponding Vehicle Storage Facility Permit(s) may be hand delivered in person during normal business hours, delivered via United States Postal Service, or delivered via any private courier service to the Office. The Application(s) shall meet the standards required under all state laws and codes generally governing tow truck companies, tow trucks, tow truck operators and vehicle storage facilities. Application for a Tow ID Card must be submitted to the Office, at its designated facility in person by the Applicant to allow for necessary processing.

c. Applying and Permitted Towing Companies and Vehicle Storage Facility licensees/owners, as well as Tow Truck operators and Assistants shall possess knowledge of, and at all times comply with all requirements of applicable governing/administrative entities as well as applicable provisions of federal, state and local laws, rules, regulations, definitions and codes, including but not limited to, the following:

(1) Texas Occupations Code;

(2) Texas Department of Licensing and Registration (also referred to as "TDLR");

(3) Texas Local Government Code;

(4) Texas Administrative Code (also referred to as "Tex. Admin. Code");

(5) Texas Transportation Code;

(6) Code of Federal Regulations; and

(7) Property Code; and

(8) This Ordinance.

Violation(s) of any of the applicable requirements or provisions of the above, shall be deemed a violation(s) of this Ordinance and may subject the violator to adverse administrative and criminal action, as applicable, under this Ordinance, regardless of any other, applicable, state or federal penalty. To the extent allowed by law, any violation(s) of this Ordinance may also be reported by the Office to the TDLR, local law enforcement authority(ies) and any other state and/or federal governing/administrative/regulatory entities.

d. In addition to complying with the entities as well as provisions, laws, rules and regulations listed above, each Towing Company participating in the Brazoria County Incident Management Towing Rotation System, shall meet the minimum equipment requirements, as indicated in the Tow Truck Inspection Checklist form (See Appendix A and Section

VIII, subsection c, below), and provide any required fees and documents. Moreover, (except as otherwise provided under Section III, subsections c and d above) as part of its Application, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed Vehicles.

e. In the event of any change in Towing Company's physical business address, Vehicle Storage Facility's physical address, contact phone number(s) and/or any information previously provided on any Application, including but not limited to a Tow ID Card Application, the concerned business entity or Tow ID card holder must contact the Office, using the then Office designated contact method for such changes, within ten (10) business days of said changes and provide the updated information.

f. Approval by the Office for replacement Permits, due to loss, theft, damage or expiration of current Permit(s), requires the completion and filing of applicable new/renewal Application(s) by Applicant, with accompanying documents/fees, and a TDLR status in good standing. All issued Tow Truck Permits, Tow ID Cards, Tow Zone Stickers and Vehicle Storage Facility Permits are non-transferable.

g. An Application for a Tow Truck Permit/Tow ID Card/Tow Zone Sticker/Vehicle Storage Facility Permit shall include payment of the required fees. The Office may issue a Tow Truck Permit, Tow ID Card, Tow Zone Sticker and/or Vehicle Storage Facility Permit after the applicant meets and satisfies all the requirements of the relevant Application(s).

h. All renewal Applications must be received by the Office no later than thirty (30) calendar days prior to the expiration date of the current Permit/Tow Card, to avoid interruption of the Permit's/Tow Card's validity. It is solely the responsibility of the Towing Company/applicant to ensure that the Application is submitted timely, such that the applicable inspections are completed prior to the expiration of the current Permit. The Office may, as provided herein, deny an Application for any Permit/Tow Card, and/or suspend, revoke, and/or refuse to renew or replace a Permit/Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (above), which encompasses applicable state and federal laws/regulations.

i. Except as and when otherwise stated on a Permit, all Permits expire annually at midnight on the 31st day of January, regardless of the issuance date. To renew a Tow Truck Permit and/or Vehicle Storage Facility Permit, the Towing Company must file a renewal Application with required documents and fees.

V. Additional Towing Company Requirements

a. As a pre-requisite to a Permit Application approval, a Towing Company must possess and provide a copy of all valid and applicable licenses issued by the TDLR corresponding to the

Permit Application. Hence, Towing Companies must meet all application and licensing requirements mandated by the TDLR, including but not limited to continuing education requirements, in order to obtain and maintain the applicable TDLR license(s), particularly in relation to Non-Consent Towing. The validity of said TDLR license(s) must be maintained by the Towing Company(ies) throughout the term of applicable Office issued Permit(s). Failure to maintain said validity shall be deemed a violation of this Ordinance and may subject the concerned Towing Company(ies) to adverse administrative and criminal action, as applicable, pursuant to this Ordinance.

b. As part of its Application (unless a Towing Company performs exclusively private Property Tows), the Towing Company must provide a copy of at least one (valid) VSF license issued by the TDLR to said Towing Company and which VSF(s) must be the only facility(ies) where the Towing Company's Non-Consent Towed vehicles may be stored (if and as allowed by state law, in particular, without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code). Upon approval of the Application, said VSF(s) cannot be shared by the Permitted Towing Company contemporaneously with another Towing Company.

c. Each Towing Company may choose to file an Application for Permit(s) for one or more of its owned or leased Tow Truck(s) within one or more Tow Zone(s) and said Permit(s), if approved, shall only allow it to operate within the boundaries of those Tow Zone(s) for Non-Consent Towing. However, this does not provide additional rotation spots so that, at all times, there will only be one rotation per Permitted Towing Company per Tow Zone (further subject to Section V, subsection 1. below).

d. A separate Permit Application must be filed by the Towing Company for each Tow Truck that is sought to be Permitted. Towing Companies owning/leasing multiple Tow Trucks may apply for Permit(s) for one or more Tow Trucks to operate in each Zone, each Division or all Zones.

e. Each Towing Company with one or more Tow Truck Permitted in a particular Tow Zone, will receive only one spot in the rotation cycle for such Tow Zone, under the Brazoria County Incident Management Towing Rotation System, regardless of the number of Permitted Tow Trucks that the Towing Company may have available at its disposal in the particular Tow Zone.

f. A Towing Company in an adjacent Tow Zone may only be utilized for a Non-Consent Tow when there are no Permitted Towing Companies available in the affected Tow Zone, or under exigent circumstances as determined by the Peace Officer at the Incident Scene.

g. A Towing Company may, only upon annual renewal Application and inspection, choose to change the Tow Zones selection. All Permits, Tow ID Cards and Tow Zone Stickers issued by the Office are non-transferable. Additionally, all Permits, Tow ID Cards and Tow Zone Stickers are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below, or otherwise under this Ordinance, all expired Permits

and corresponding Tow Zone Stickers must be returned to the Office no later than fifteen (15) calendar days after expiration of said Permit(s), in person or by a verifiable delivery method. Failure to timely return said expired Permit(s) and corresponding Tow Zone Sticker(s) shall be a violation of this Ordinance.

h. Tow Trucks will be inspected by the Office on an annual basis unless information is received by the Office that certain Tow Truck(s) is/are out of compliance, in which event, the Office may require said Tow Truck(s) to be brought in by the Towing Company for inspection at any time prior to the next annual inspection/renewal of the Permit. A notification by the Office to bring a Tow Truck(s) to a designated location for inspection shall be complied with, by the Towing Company, in accordance with instructions provided.

~~i.~~ During the validity of the Permit, Permitted Towing Companies are allowed to submit an Application(s) to add additional Tow Trucks or replace existing Tow Trucks any time before the next annual renewal of the Permit(s), which Application(s) may be approved provided that the additional or replacement Trucks pass inspection by the Office and the applying Towing Company is otherwise in compliance with the Ordinance's requirements.

j. Tow Truck replacement during the validity of the corresponding Permit, prior to the next annual Permit renewal, shall be, at a minimum, the same weight category truck as the truck being replaced, which must pass inspection by the Office prior to being placed into service.

k. Towing Companies shall only use specifically designed and appropriate equipment in loading, recovering, and towing of vehicles towed from Incident Scenes. The equipment used must, at all times, be commensurate with the type of tow involved, in good working order, capable of performing such services without causing damage to the vehicles involved and complaint with all applicable state laws and regulations. In addition to other requirements, every hydraulic line on each Tow Truck must be free of leaks and in good working condition, free from defects; and the winch must not exceed the capacity of the boom or leak oil. (See Tow Truck Inspection Checklist attached under Appendix A.)

l. Two or more Towing Companies sharing ownership of a Tow Truck or Towing Company, may not appear more than once on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing) within Brazoria County. Furthermore, an individual or business entity that has an ownership interest (in whole or in part) in more than one Permitted Towing Company, may have only one of its Permitted Towing Companies on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing).

m. A Towing Company must conduct towing operations with honesty, trustworthiness, and integrity (16 Tex. Admin. Code§ 86.711).

n. A Permitted Towing Company which, when attempted to be contacted by the Office or its designated online provider, either fails to respond or responds that it is unable/unwilling to provide the Non-Consent Towing services as indicated, will lose its turn in the current rotation cycle and must await its customary turn in the next rotation cycle. At any time prior

to such contact, a Permitted Towing Company is free to request a removal from the rotation list due to lack of availability by way of notification to the Office via the Office's then designated method. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when called by the Office pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and may subject the Towing Company to administrative and criminal sanctions, as applicable, pursuant to this Ordinance. A Tow Truck Operator and/or Tow Assistant shall not arrive at an Incident Scene in Brazoria County to perform a Non-Consent Tow of a motor vehicle without first being contacted by the Office. Violation of this requirement may subject the Towing Company, Tow Truck Operator and/or Tow Assistant to administrative and criminal sanctions as applicable, pursuant to this Ordinance and state law. [See Section X, subsections d. and f.]

o. The Towing Company shall comply with all insurance requirements stated under Section VI below, both prior to the issuance of any applicable Permit and during the term of said Permit, in addition to any other requirements mandated by state law.

p. The Towing Company shall ensure that all its Tow Truck Operators and Tow Assistants, whether such are employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with its provisions, in addition to other applicable local, state and federal laws/regulations.

VI. Towing Company Insurance Requirements

a. Prior to the issuance of any Tow Truck Permit, the applicant shall have filed, with the Office, proof of motor vehicle liability insurance coverage, at or above the minimum amounts set forth below under Section VI, subsection e, and in compliance with any other requirements mandated by state law.

b. A Towing Company shall have and maintain in full force and effect, throughout the term of the Tow Truck Permit(s) (without any lapse or gaps in coverage), liability coverage that is combined single limit liability for bodily injury to, or death of, an individual per occurrence and loss or damage to property (excluding cargo) per occurrence, as required under this Ordinance and state law.

c. A copy of a valid and applicable insurance certificate must be submitted to the Office at the time of each new and renewal Application of the Tow Truck Permit(s), and carried in applicable Tow Trucks. The certificate shall clarify the type as well as amount of insurance coverage, and require a notification to the Office within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

d. Each liability insurance policy for vehicle, bodily injury or property damage shall be issued by a casualty insurance company, authorized to conduct business in the State of Texas, which complies with all applicable rules and regulation of the Texas Department of insurance.

e. The minimum amounts of liability coverage for each Tow Truck shall comply with 16 Tex. Admin. Code § 86.400, including any future amendments thereto.

f. Insurance covering Permitted Tow Trucks must be kept in full force and effect at all times. A Towing Company shall not participate in any Non-Consent Tow if it fails to carry and provide evidence of the required minimum insurance coverage for any Tow Truck and Tow Truck Operator performing Non-Consent Towing services, as stated above. Participation in a Non-Consent Tow without applicable and valid proof of insurance coverage shall be a violation of this Ordinance.

g. All certificates of insurance covering Permitted Tow Trucks shall be provided to the Office, and/or Peace Officer present at the Incident Scene, upon demand and, at a minimum, indicate the following:

(1) indicate that the policy covers the particular vehicle covered by the Tow Truck Permit;
(2) identify the vehicle by year, make and vehicle identification number;

(3) indicate that the policy coverage is consistent with the minimum liability limits established by this Ordinance and state law; and

(4) the Insurance Certificate shall show the Certificate Holder as (and shall be timely updated as notified and required by the Office).

VII. Tow Truck Operators

a. Prior to any person operating or occupying a Tow Truck on an Incident Scene, each Tow Truck Operator(s) and Tow Assistant(s) must first obtain a Brazoria County Identification Card or "Tow Card". The Application for the Tow Card will be available from the Office. Tow Cards issued to Tow Truck Operators shall have the same expiration date as their TDLR incident management towing operator's license, after which date these shall be deemed invalid if not timely renewed. Tow Cards issued to Tow Assistants shall expire at midnight on the 31st day of January following issuance of said Tow Card, regardless of timing of initial issuance, after which date these shall be deemed invalid if not timely renewed. Tow Cards are non-transferable. The requirements for obtaining and maintaining a Tow ID Card are stated below.

b. No person, with the exception of the towed motor vehicle's owner(s), driver and/or occupant(s), shall operate or occupy a Tow Truck at an Incident Scene unless he/she possesses and carries a valid and applicable Tow ID Card issued to him/her by the Office. Tow Truck Operators and Tow Assistants must prominently display Tow Cards issued to them by the Office at all times while on an Incident Scene. A Tow Card so displayed must reflect the name of the individual actually possessing/carrying said Tow Card and the name of his/her current employer/Towing Company. A person shall not carry, Display, or use a Tow ID Card at an Incident Scene that has not been issued to said person by the Office. All Tow Cards are non-

transferable. Failure by the concerned Tow Truck Operator and/or Tow Assistant to produce his/her valid Tow Card for inspection, upon demand by a Peace Officer, shall be deemed a violation of this Ordinance and may subject said Tow Truck Operator(s) and/or Tow Assistant to adverse administrative and criminal action, as applicable, pursuant to the Ordinance.

c. Tow Cards issued by the Office are valid until the applicable expiration date, after which date these shall be deemed invalid if not timely renewed. No later than thirty (30) calendar days prior to the applicable expiration, the Tow Truck Operator and Tow Assistant shall file an Application for renewal with the Office, including all required documents, and pay renewal fees, to avoid interruption of validity.

d. As a pre-requisite to a Tow ID Card Application approval, Tow Truck Operators must possess and provide a copy of all valid and applicable licenses, issued by the TDLR, corresponding to the Tow Card Application, and must additionally satisfy all the stipulations/qualifications required under said Tow Card Application. Hence, said operators must meet all application and licensing requirements mandated by the TDLR, including but not limited to all applicable continuing education requirements, in order to obtain and maintain appropriate towing operator license(s), particularly in relation to Non-Consent Towing. Moreover, approval of an Application for a Tow Card may be denied, or is subject to later revocation if initially approved, where the individual applying for a Tow Card is found to have falsified, or withheld, required information, and/or otherwise failed to satisfy criteria stated on the Application.

e. Tow Assistants must posses and prominently display a valid Tow Card issued by the Office, while on any Incident Scene.

f. In addition to the duly issued Tow ID Cards, another current and valid government issued identification document must be carried by all Tow Truck Operators at all times while on an Incident Scene and shall be made available for inspection, upon demand by a Peace Officer.

g. The Office may, as provided herein, deny an Application for a Tow ID Card, and/or suspend, revoke, and/or refuse to renew or replace a Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection c, of this Ordinance (above) which encompasses applicable state laws and regulations. Tow Cards are the property of Brazoria County and shall be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance.

h. Tow Truck Operators and Assistants must submit all required fees and required information/documentation to Office at the time of Application for a Tow ID Card including, but not limited to:

(1) a copy of the current TDLR incident management towing operator's license;

(2) a copy of any current Brazoria County Permit;

(3) all information required on the Application; and

(4) a copy of a valid driver's license for Tow Truck Operators or a valid state-issued ID for Tow Assistants.

i. The following rules apply to Incident Scenes (in addition to any other, applicable, rules contained in this Ordinance and state/federal rules):

(1) the rotation Tow Truck shall park a minimum of one-hundred (100) feet from the scene, on the same side of the roadway as the vehicle to be towed;

(2) the rotation Tow Truck(s) shall remove all debris from the Incident Scene and properly dispose of all debris collected only under and in compliance with the directions of the Peace Officer(s) at the Incident Scene;

(3) any Tow Truck Operator, who is other than the authorized rotation Tow Truck Operator (duly responding to a rotation call by the Office/online provider), or one who is not otherwise authorized by a Peace Officer/the Office/online provider to be present at an Incident Scene, and who arrives at an Incident Scene, will not be allowed to perform the Non-Consent Tow, may be deemed in violation of this Ordinance and any applicable state law(s), and may be subject to applicable criminal and administrative sanctions as provided for in this Ordinance and state law (the Towing Company employing or affiliated with such Tow Truck Operator may also be subject to administrative and/or criminal sanctions under this Ordinance);

(4) a motor vehicle towed pursuant to a Non-Consent Tow, within unincorporated Brazoria County, must be taken to a State/TDLR licensed and Brazoria County Permitted Vehicle Storage Facility, or a VSF operating in the applicable municipality wherein it is located, within the geographical boundaries of Brazoria County, unless the vehicle owner requests an alternate location and such request is approved by the Peace Officer on the Incident Scene; and

(5) Tow Truck Operators and Tow Assistants shall obey all lawful orders given to them by Peace Officers present at an Incident Scene and shall not in any matter, knowingly or intentionally, interfere with said Peace Officers in the performance of their duty. Tow Truck Operators shall not remove a vehicle from an Incident Scene without permission from the Peace Officer(s) in charge of the Incident Scene. Additionally, Tow Truck Operators and Tow Assistants shall conduct themselves with professionalism while present at an Incident Scene.

j. The following requirements are applicable to Heavy Duty Tow Truck Operators responding to an Incident Scene (in addition to any other, applicable, local, state and federal rules):

(1) no person shall operate a Heavy Duty Tow Truck in order to perform a Non-Consent Tow without a valid Heavy-Duty Tow Truck Permit issued by the Office under this Ordinance;

(2) dispatch of Heavy Duty Tow Trucks will be on a Division(s) or countywide rotation, and allow a maximum of ninety (90) minute(s) to respond to an Incident Scene;

(3) each Operator of a Heavy Duty Tow Truck shall have a minimum of sixteen (16) hours of Heavy Duty towing related continuing education/training (which may include hands on training), approved by the Texas Department of Licensing and Regulation (TDLR) and/or the Texas Engineering Extension Service (TEEX), which includes hands on training within twelve (12) months of a Brazoria County Heavy-Duty Tow Truck Permit being issued. All Tow Truck Operators that respond to Incident Scenes pursuant to this Ordinance shall repeat the above level of continuing education/training at least once every five (5) years; and

(4) operators of Heavy Duty Tow Trucks hired by a Towing Company after the approval of the Brazoria County Heavy Duty Tow Truck Permit shall have twelve (12) months from the date of hire to complete the sixteen (16) hours of continuing education/training (which may include approved hands on training).

k. All Tow Cards issued by the Office are non-transferable. In the event of termination and/or change of employment/affiliation of a Tow Card holder (with his/her employing/affiliated Towing Company), his/her held Tow Card is deemed invalid as of the next business day following the change/termination, and he/she must surrender said Tow Card to the Office within five (5) business days of such invalidation date. If applicable, he/she must timely file an Application with the Office for a replacement Tow Card, indicating any new or changed employment/affiliation, with all required fees and documentation, and must not provide any services requiring a valid Tow Card until the Application is duly approved. Additionally, all Tow Cards are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below or otherwise under this Ordinance, each Tow Truck Operator and Tow Assistant shall at the time of renewal or within fifteen (15) calendar days after the expiration of a Tow Card, return it to the Office in person or by a verifiable delivery method. Failure to timely return an expired Tow Card shall be a violation of this Ordinance.

VIII. Required Identification Markings and Inspections

a. A Tow Truck Permit holder must display on each Permitted Tow Truck:

(1) the Permit holder's name, publicly listed telephone number, city and state where the permit holder is located and the TDLR permit number for the Tow Truck;

(2) the phone number(s) and the address(es) of each Permitted Vehicle Storage Facility to which the Operator of the Tow Truck delivers vehicles; the phone number(s) and address(es) shall be displayed on the right and left side of the Tow Truck bed, visible from a minimum distance of fifty (50) feet from the Truck;

(3) required lettering must be at lease two (2) inches high and in a color that contrasts with the color of the background surface. All lettering must be permanently affixed in conspicuous places on both sides of the Tow Truck; and

(4) the Tow Zone Sticker must be displayed prominently on the left side of the Tow Truck windshield (as viewed from inside the Truck), no more than three (3) inches above the Texas vehicle registration sticker.

It is a violation of this Ordinance for a Permitted Tow Company to use magnetic or removable signs in lieu of the markings required to be affixed to Tow Trucks.

b. The Office may inspect any Tow Truck, place of business of the Towing Company, or Vehicle Storage Facility Permitted, or pending approval of Application to be Permitted, under the Brazoria County Incident Management Towing Rotation System, pursuant to this Ordinance, at any time, with or without notice, to ensure compliance with all aspects of this Ordinance.

c. The Office's designated personnel shall in particular, as part of the Tow Truck Permit Application process, inspect every Tow Truck prior to issuance of a new or renewal Permit. The inspection shall ensure compliance with applicable provisions of state law and this Ordinance, utilizing a "Brazoria County Tow Truck Inspection Check List" form provided by the Office [see Appendix A]. Said form may also be used at any time after issuance of a Permit to evaluate continued compliance with this Ordinance.

d. Any Tow Truck, Towing Company and/or Vehicle Storage Facility, that fails an inspection shall not be issued the relevant Permit under this Ordinance, and shall immediately surrender a previously issued Permit. The Towing Company owner, may schedule a new inspection once the vehicle complies with all applicable laws and County Ordinances, but not less than three (3) business days from the date of failed inspection. Only a designated official with the Office may review and approve an inspection related to a Permit under this Ordinance.

IX. Fees, Records Retention, and Compliance with Chapters 85 and 86, Title 16, Texas Administrative Code, as well as Chapters 2308 and 2303 of Texas Occupations Code

a. Pursuant to Section 2308.2065 of the Texas Occupations Code and 16 Tex. Admin. Code § 86.458, whenever a Tow Truck service is used pursuant to this Ordinance and in response to the Brazoria County Incident Management Towing Rotation System, the maximum amount allowed to be charged by a Permit holder for such services, including but not limited to tow, winch, clean-up and removal, shall not exceed the applicable and allowable fees as outlined in

the current, County approved, rate schedule mentioned above and incorporated in this Ordinance under Appendix A. This rate schedule includes "Contract Cost", which is the actual cost of required equipment and/or labor from 3rd parties charged to Towing company plus 20%. The Administrative Fees assessed by the Office, to offset its administration costs as stated above, must be included within the applicable Incident Management Tow fees charged by the Permit holder (see Appendix A), and timely remitted to the Office/online provider, as designated. Failure to timely remit the required Administrative Fee, as designated by the Office/online provider, shall be deemed a violation of this Ordinance and subject the violator to temporary or permanent removal from the Incident Management Towing Rotation System among other administrative sanctions under this Ordinance.

b. Additionally, each Towing Company that has been issued a Permit shall maintain a record of Non-Consent Tows carried out pursuant to said Permit for a minimum period of two (2) years. Such records include, but are not limited to, Tow Truck slips from Peace Officers, charges to customers for vehicles transported as Non-Consent Tows, and records of remittance of Administrative Fees under this Ordinance. The Office may, with a minimum of five (5) business days advance written notice, inspect all records on any working day at any time during normal business hours. A Towing Company's failure to provide the Office with access to records upon request and/or failure to provide any such records, specifically requested by the Office, beyond five (5) business days of said request(s), is a violation of this Ordinance.

c. Towing Companies and Tow Truck Operators are, in addition to the requirements stated in this Ordinance, in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 86, Title 16, Texas Administrative Code, and Chapter 2308 of the Texas Occupations Code, including future amendments thereto, as applicable. Vehicle Storage Facilities, in addition to the requirements stated in this Ordinance, are in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 85, Title 16, Texas Administrative Code, and Chapter 2303 of the Texas Occupations Code, including future amendments thereto, as applicable.

d. Pursuant to Section 2308.203 of the Texas Occupations Code, a Towing Company may file with the Office, at any time but not more often than once biennially, a request for a towing fee study to be performed by the Office. In that event, the Office will make a determination whether it believes a towing fee study is warranted and advise the Commissioners Court of the request with a recommendation whether to conduct a towing fee study. The Commissioners Court may accept the recommendation of the Office or order a Towing fee study despite a recommendation otherwise. The Commissioners Court is not absolutely obligated to order a towing fee study. If so ordered, the Office shall review the allowable fees for Non-Consent/Incident Management Towing services and present to the Commissioners Court a recommendation whether the allowable fees then in effect represent the fair value of the services of a Towing Company and are reasonably related to any financial or accounting information collected by the Office during the course of its towing fee study. The

Commissioners Court shall determine whether the allowable fees should be established or amended, and proceed accordingly.

X. Operation of the Brazoria County Incident Management Towing Rotation System

a. A Peace Officer who is requesting a Towing Company for a Non-Consent Tow on any Incident Scene, shall notify Brazoria County Sheriff's Office Communications of the request for a Towing Company. The Peace Officer shall make the request based upon the appropriate need: Light Duty, Medium Duty, or Heavy Duty, except as provided under Section X, subsection g, below, and a rotation call may then be placed by the Office in accordance with this Ordinance. Based on the then running procedures of the Office, a rotation call may take the form of a phone call and/or a mobile/other electronic message.

b. With the exception of Permitted Towing Companies providing Heavy Duty Tow Truck services (which are placed on a rotation list in alphabetical order), Permitted Towing Companies that are on rotation in a particular Tow Zone, will be placed on a rotation list for said Tow Zone in alphabetical order. Regardless of the type of rotation list, once placed on a list, a Towing Company must immediately notify and update the Office in the event of a change in its contact information or other required Application information, as indicated in this Ordinance.

c. There is no penalty to a Towing Company for indicating to the Office an unwillingness or inability to respond to an Incident Scene at the time of a rotation call, and/or requesting prior removal for a certain period from the Incident Management Towing Rotation System and then requesting a re-instatement thereto, as designated by the Office; however, no refund (in whole or in part) of any type of Application fees, submitted in relation to a particular validity period, is due from the Office as result of any voluntary or involuntary removal from the Incident Management Towing Rotation System. An indication as stated hereinabove, or a failure by a Towing Company to immediately respond to a rotation call, shall not be deemed a violation under this Ordinance, but said Towing Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

d. A Permitted Towing Company, that indicates an affirmative intent to respond to the Incident Scene, shall have forty-five (45) minutes to arrive at the Incident Scene from the time of the rotation call, except that Towing Companies which are required to send Heavy Duty Tow Truck(s) are allowed ninety (90) minutes to arrive at the Incident Scene, from the time of the rotation call. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when contacted by the Office/online provider pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and subject the Towing Company to sanctions pursuant to this Ordinance. Additionally, said Towing

Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

e. Any change in the Permit holders' contact numbers will require an updated Application prior to any change being made in the Office records. Failure to timely provide an updated phone number(s) to the Office, as indicated under Section IV, subsection e, of this Ordinance, shall be deemed a violation.

f. If a "No-Show" violation is caused by a duly responding rotation Tow Truck attempting to reach an Incident Scene, but suffering mechanical failure prior to reaching the Scene, such "No-Show" violation may be voided by the Office if the Towing Company contacts the Office via its designated method while en-route to notify the Office of such development, and then provides written proof and details of repairs performed on said Truck, to the Office within ten (10) business days following the date of the rotation call. A voided "No-Show" shall not be deemed a violation. Additionally, said repaired Tow Truck shall be subject to inspection and clearance by Office, prior to being reinstated under the rotation list.

g. Under exigent circumstances, the Peace Officer present at the Incident Scene may, in the interest of immediate public safety, request a Tow Truck outside the order of the rotation list and/or outside the scope of this Ordinance to remove a vehicle/hazard.

h. An affected motor vehicle owner at an Incident Scene may request his/her preferred Towing Company which may fall outside the Incident Management Towing Rotation System and/or the Permitting requirements instituted under this Ordinance. If a motor vehicle owner requests such Towing Company at an Incident Scene, which is outside the Incident Management Towing Rotation System and/or the Ordinance's Permitting requirements, the Peace Officer at the Incident Scene may, but is not obligated to, honor such request, unless so required by an applicable state law. A Peace Officer may consider the speed and efficiency of response of the owner requested Towing Company [whether it can arrive within forty-five (45) minutes (for a Light or Medium Duty Tow) or within ninety (90) minutes (for a Heavy Duty Tow) from time of request], and consider applicable public safety concerns, before honoring the owner's request. Moreover, the owner requested Towing Company must, as a pre-requisite, be in compliance with all applicable TDLR requirements: both the responding Tow Truck and the Tow Truck Operator must be licensed by the TDLR (which licenses must be valid and in good standing at the time of the owner request) to perform an Incident Management Tow, and the Towing Company must have the ability to appropriately complete all aspects of an Incident Management Tow, including but not limited to, required clean-up of spills, cargo and debris from the Incident Scene. If the request is honored, the owner and/or Peace Officer may contact the Towing Company but in either event, the requested Towing Company must independently and immediately contact Brazoria County Sheriff's Office Communications, at (979) 864 2392

or other phone number(s)/online link as may be designated by the Office, to confirm its agreement to respond to the Incident Scene and expected arrival time at the Incident Scene. Except as expressly exempted otherwise under this Ordinance, operations of the owner requested Towing Company shall be regulated by all applicable state and local laws. If, following Office/Peace Officer authorization, an owner requested Towing Company fails, for any reason, to timely confirm its agreement to respond and/or timely arrive at the Incident Scene, as indicated hereinabove, the Peace Officer may proceed with utilizing the Brazoria County Incident Management Towing Rotation System for the required Incident Management Tow. In addition to any customarily required documentation, in the event of owner requested Towing Company(s) performing an Incident Management Tow, the Peace Officer may, at any time, require execution of an appropriate release(s) and associated documentation by the owner and/or Towing Company.

XI. Adverse Administrative Action

a. All applicants, Permit holders, Tow ID Card holders and Permitted entities/individuals, including Towing Companies, Vehicle Storage Facilities, their individual owners, Tow Truck Operators are subject to adverse administrative action pursuant to applicable provisions of this Ordinance. In terms of adverse administrative action by the Office, any one or more violation(s) of this Ordinance may result in an applicable Permit(s)'s denial, suspension, non-renewal and/or revocation, and consequent temporary or permanent removal (as applicable) of the violator(s) from the Brazoria County Incident Management Towing Rotation System. Said adverse administrative action by the Office shall take place in accordance with the procedures stated in this Ordinance, and shall be subject to the due process rights of appeal and hearing stated under Section XII of this Ordinance. Notification of adverse administrative action by the Office to an applicant or Permit/Tow Card holder shall be in writing, whether or not a verbal notification is also provided, and must also be responded to in writing.

b. A Permit/Tow ID Card shall be denied, suspended, not renewed and/or revoked, as applicable, by the Office with immediate effect for any of the following reasons:

(1) the applicant/Permit/Tow Card holder is under indictment for a felony, or has a felony conviction involving sexual, assaultive or theft offense, within the last five (5) years from the date of Application, or is on community supervision or deferred adjudication for a felony. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(2) the applicant/Permit/Tow ID Card holder is under indictment for, or has a conviction of, a misdemeanor theft offense, within the last five (5) years from the date of application. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(3) non-compliance with, or violation of, any provision(s) of this Ordinance;

(4) knowingly supplying false or incomplete information to the Office and/or Peace Officer, in an Application or otherwise;

(5) falsifying records;

(6) knowingly towing a motor vehicle that is reported stolen without first contacting a Peace Officer and/or having been contacted by the Office/online provider; or

(7) deceptively obtaining or using a motor vehicle owner/driver's consent or waiver, verbal or written, in relation to any Non-Consent Towed vehicle, in an attempt to circumvent the approved fees mandated by this Ordinance (and/or by the TDLR, as applicable), to tow the motor vehicle to a facility not duly Permitted or allowed under this Ordinance, and/or to circumvent any provision of this Ordinance. Said conduct shall additionally subject the entity (Towing Company or Vehicle Storage Facility) and/or its individual owner, as well as any involved Tow Truck Operator to permanent removal from the Brazoria County Incident Management Towing Rotation System as well as revocation of all Permit(s)/Tow Card(s).

c. Citizen complaints regarding any Permitted Towing Company, Tow Truck Operator, Vehicle Storage Facility, including individual owner, and operator, must be filed in writing, and addressed to the following:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 CR 45, Angleton, Texas 77515.

Complaints may be reviewed for adverse administrative action, as necessary.

d. Notice(s) to Towing Companies and/or Vehicle Storage Facilities, including individual owners, and Tow Truck Operators of adverse administrative action by the Office under this Section XI shall be as follows:

(1) the Office shall provide written notice following a denial, suspension, denial of renewal of revocation of a Permit or Tow ID Card; and

(2) written notice may be delivered via hand-delivery to the concerned Permit or Tow ID Card holder, or delivered via United States Postal Service Certified Mail Return Receipt to the last updated address of the Permit/Tow ID Card holder as stated in Application records and an additional copy(s) may be sent via email and/or First Class Mail. Hand-delivered notices, for all purposes, shall be marked accordingly by the Office and state the date of delivery, which shall also be deemed the date of receipt.

e. If a Permit/Tow Card is denied, suspended, revoked or a renewal Application is denied, as a result of adverse administrative action, such action shall take effect immediately (unless otherwise indicated in the notice sent to the Permit/Tow Card holder) and the affected entity and/or individual shall surrender all (applicable) currently held Permits, Zone Stickers and Tow Cards to the Office, within three (3) business days after the notice of adverse action was received, regardless of filing of an appeal. Said surrender shall be made to the Office in person or by a verifiable delivery method. Office may demand the surrender of any Permit/Tow Card at any time. [An expiration of a Permit/Tow Card alone, without any corresponding adverse administrative action by the Office, shall not invoke the three (3) business days return requirement and shall continue to subject the Permit holder to fifteen (15) calendar days requirement for surrender/return of the expired Permit/Tow ID Card.]

f. Failure to timely surrender a suspended, renewal-denied or revoked Permit, Zone Sticker and/or Tow Card to the Office shall be deemed an additional violation of this Ordinance. This additional violation shall subject the violator to a continuation of suspension or non-reinstatement, by the same number of business days as said Permit/Zone Sticker/Tow Card remained unreturned to the Office after the third (3rd) business day following receipt of the original adverse administrative action notice stated above.

g. Hearing and appeal procedures for a denial, suspension, renewal-denial or revocation, under Section XI of this Ordinance, shall follow the requirements of Section XII below.

h. The Office's denial, suspension, renewal-denial or revocation of any Permit/Tow Card disqualifies the person or business entity from participating in, and removes the person or business entity from, the Brazoria County Incident Management Towing Rotation System until such Permit/Tow Card is approved, reinstated or reissued (as applicable), and all other requirements of this Ordinance have been complied with, following an appeal or otherwise.

XII. Hearing Process for Adverse Administrative Action

a. A person or Towing Company may appeal any adverse administrative action by the Office by delivering a written notice of appeal to the Office within ten (10) business days from the date of the written notice of the Office's adverse action.

b. Delivery of a notice of appeal to the Office is effective if hand-delivered, or forwarded by United States Postal Service, Certified Mail Return Receipt Requested, to the Office, to the attention of the Office, Patrol Division Captain.

c. Upon receipt of a written notice of appeal, the Captain shall convene a Disciplinary Hearing Committee to hear the appeal; the Committee shall be comprised of the following individuals:

(1) Chief Deputy;

(2) Patrol Division Captain; and

(3) Commercial Vehicle Enforcement Deputy; and

(4) representative from other Tow Company in different zone.

d. The Disciplinary Hearing Committee shall give the person or company making the appeal a written notice, via hand-delivery or via United States Postal Service Certified Mail Return Receipt Requested, stating the date, time and place of an appeal hearing to be conducted by the Committee. Both the person and/or company that made the appeal and the Office are entitled to offer evidence and argument at the appeal hearing. Following that hearing, the Committee shall render a decision and provide written notice of their decision no later than fifteen (15) business days from the hearing date. A decision of the Committee shall become final, if not appealed to the Patrol Division Captain within ten (10) business days of the date of notice of the Committee's decision.

e. An adverse decision by the Disciplinary Hearing Committee may be appealed to the Sheriff by delivering a written notice of final appeal within ten (10) business days of the date of notice of the Disciplinary Hearing Committee's decision. Additional information may not be submitted in a final appeal to the Sheriff. Rather, the Sheriff's decision shall be based only on a review of the written information previously submitted to the Disciplinary Hearing Committee. The Sheriff will render a written decision within fifteen (15) business days from the receipt of the final notice of appeal. County shall deem and approve the Sheriff's decision as final.

f. A person or company forfeits its right to any appeal available under the provisions hereof by failing to timely file an appeal under this Section XII of the Ordinance.

g. All notices of appeal shall be sent in writing to:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 County Road 45, Angleton, Texas 77515.

XIII. Additional Requirements

a. In the event the initial adverse administrative action is a denial, refusal/denial to renew or revocation of a Permit or Tow ID Card issued under this Ordinance, a person or company subject to such action may submit a new Application with the Office, together with payment of the appropriate fees and submission of required documents, as follows:

(1) no earlier than one hundred and eighty (180) business days from the date of the Disciplinary Hearing Committee's final decision, if no appeal was made to the Patrol Division Captain or Sheriff; or

(2) no earlier than ninety (90) business days from the date of a final decision by the Disciplinary Hearing Committee or the Sheriff, in the event of an appeal, whichever rendered the decision that is last in time.

b. As a further condition of Application approval or reinstatement, following a denial, suspension, denial of renewal of revocation, resulting from adverse administrative action, the Disciplinary Hearing Committee, Patrol Division Captain or the Sheriff may require the submission of a new Application and/or payment of the appropriate Application fees (regardless of any fees previously paid in connection with a prior Application), in order to perform a subsequent Non-Consent Tow and/or to participate in the Incident Management Towing Rotation System.

c. The Office reserves the right at all times, prior to initiating any adverse administrative action, to issue a verbal and/or written warning/notice of a violation to a violator of this Ordinance. In no event is the Office obligated to issue said warning prior to initiating any adverse administrative action, unless otherwise required by this Ordinance.

XIV. Affirmative Defenses

a. It is an affirmative defense to adverse administrative action, and to the extent consistent with applicable state/federal law, any criminal action, that:

(1) the Tow Truck used to tow the vehicle was owned by the owner of the vehicle being towed, carried or otherwise transported by the Tow Truck;

(2) the vehicle towed, carried or otherwise transported was originally picked up or loaded onto the Tow Truck outside the unincorporated area of Brazoria County;

(3) the motor vehicle was towed pursuant to a Consent Tow at the direction of its owner, without violating any other provision of this Ordinance;

(4) the involved towing was incidental to a lawful repossession of the towed motor vehicle and the Tow Truck Operator complied with all requirements of this Ordinance and state law that would be applicable if the lienholder were the owner of the vehicle being towed;

(5) the Tow Truck Operator, the Towing Company and/or the Vehicle Storage Facility involved were not required to be Permitted under this Ordinance at the time of occurrence of the alleged violation; or

(6) the Towing Company responding to an Incident Scene was not Permitted in the Tow Zone of the Incident Scene but was nevertheless requested by Brazoria County Sheriff's Office or its designated online provider.

XV. Criminal Offense(s)

A violator of this Ordinance may be subject to adverse administrative action under this Ordinance, as well as any other applicable civil and/or criminal penalty(ies) pursuant to federal, state and local laws.

XVI. Severability and Scope

a. It is not intended, and no provision herein shall be so construed, to contravene, conflict with or contradict any applicable state and/or local law or to pre-empt any federal statute. To the extent any part or any provision in this Ordinance might otherwise be construed or deemed as conflicting with state and/or local law, invalid, illegal and/or unenforceable in any respect, it shall be construed as being limited in its scope and applicable to only those circumstances to which it can legally apply. To the extent that any provision or part hereof is found to be conflicting with state and/or local law, invalid, illegal or unenforceable in any respect, it shall not affect any other provision or application thereof. Applicable laws and procedures, as defined by local, state and/or federal statutory instruments, shall continue to control where this Ordinance is found to be silent.

b. All references to state statutory provisions in this Ordinance shall include and encompass successor statutes and rules, as may be enacted and/or amended after the effective date of this Ordinance.

c. The table of contents and headings contained in this Ordinance are for reference purposes only, and are neither intended to, nor shall be construed to, limit any of the provisions of this Ordinance. References to the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

d. All Exhibits, under Appendix A, as attached to this Ordinance, are incorporated herein and shall be deemed part of this Ordinance. This Ordinance, including its Exhibits, and any part thereof, may be added to, updated, removed, replaced, altered and/or amended, in whole or in part, as mandated by the Commissioners Court of Brazoria County, at any time.

EXHIBIT(S): **APPENDIX A**

- Tow Rate Schedule
- Non-Consent Tow Truck Permit Application
- Tow ID Card Application
- Tow Truck Inspection Checklist
- Vehicle Storage Facility Permit Application
- Vehicle Storage Facility Permit

APPENDIX A

BRAZORIA COUNTY TOW RATE SCHEDULE

Permitting and Office Fees		
Application – Towing Company 1- Tow Truck Permit / Inspection 2- Tow ID Permit	$200.00	Per Company
Additional Tow Truck Permit / Inspection	$25.00	Per Tow Truck
Tow ID Card	$10.00	Per Driver
Re-Scheduling Tow Truck /VSF Inspection	$25.00	Per Inspection

Light Duty Tow Fees	**GVWR 0-10,000 lbs.**
Incident Management Tow (Includes Rollback)*	$200.00
Light Duty Wrecker Assist (Must be approved by a Peace Officer)	$200.00

Medium Duty Tow Fees	**GVWR 10,001-24,999 lbs.**
Incident Management Tow (Includes Rollback)*	$300.00
Medium Duty Wrecker Assist (Must be approved by a Peace Officer)	$300.00

Heavy Duty Tow Fees	**GVWR 25,000 lbs. and over**
Incident Management Tow	$450.00
Heavy Duty Wrecker Assist	$450.00

Specialty Fees	
Motorcycle Fee	+$50.00
Mileage Fee* Per mile traveled outside the jurisdiction of Brazoria County for an Incident Management Tow. The distance shall be calculated via the most direct route from the County Line to and from the scene.	+$2.00 per mile
Contract Cost (Must be approved by a Peace Officer)	Actual Cost +20%
Special Recovery Fee (Maximum charge for work for the recovery of vehicles from abnormal situations such as creeks, muddy fields, submersion in water, or other unusual circumstances requiring more time and effort than a standard tow for each tow truck involved in the recovery. The accrual of time for this charge begins 30 minutes after the wrecker driver actually begins such a recovery or tow. Must be approved by a Peace Officer)	+$50.00 After First Thirty (30) Minutes **OR** + industry standard fees if a heavy duty wrecker is required

Note: Whenever a light duty, medium or heavy duty tow truck service is used pursuant to this ordinance **and in response to the Brazoria County Incident Management Towing Rotation System**, the maximum amount allowed for such services shall not exceed the allowable fees an outlined in approved fee schedule.

BRAZORIA COUNTY, TEXAS NON-CONSENT TOW TRUCK PERMIT APPLICATION

(This Application Form to also be used for Permit Renewals)

Permit Number: _____ ☐ Sole ☐ Partner ☐ Corp

☐ New ☐ Renewal ☐ Replacement ☐ Substitute ☐ Denied

Name of Partner(s) or Corporation Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip_____

Primary Phone _____ Secondary Number _____

Contact Person _____ Email _____

Mobile Phone _____ Fax Number _____

TOW TRUCK INFORMATION

Heavy Duty ☐ Yes ☐ No Lift Capacity _____ License Plate # _____

Year _____ Make _____ VIN #_____ Current Permit # (if applicable) _____

AUTHORIZED VEHICLE STORAGE FACILITIES

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZORIA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLE, OR THE CONTENTS THEREOF, HANDLED BY THE TOWING COMPANY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT TOWING SERVICES PERFORMED BY APPLICANT OR THE TOWING COMPANY

_____ _____

Applicant's Printed Name Date Applicant's Signature Date

Application MUST include the following documents: □ Vehicle Registration Listing ("cab card"); □ Current Registration; □ Most recent Tow Truck Invoice; □ Schedule of Tow Company's Non – Consent Fees posted on TxDot website; □ Original business card □ Vehicle Inspection; Authorization letter for use of each Vehicle Storage Facility listed on application; □Evidence of insurance coverage or financial responsibility for each tow truck; □Original CERTIFICATE OF INSURANCE naming "Brazoria County, Texas" as certificate holder; and □Payment of Fees

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS TOW ID CARD APPLICATION

□ Tow Operator □ Tow Assistant

This form must be submitted in person with required supportive documents for processing.

□New □Renewal □Change

Date: _____ TXDL/ID: _____

_____

TDLR (Incident Management Towing Operator's License)

_____ _____

TDLR License Issue Date TDLR License Expiration Date

Last _____ First _____ Middle _____

DOB_____ Sex(M/F) ____ HT_____ WT_____ Eyes_____ Hair_____

Phone_____Cell_____Address_____City/Zip_____

Towing Company: _____ Address_____ City/Zip_____

The Tow Card worn by an Operator/Assistant MUST be attached flush to the Tow Truck Operator's/Assistant's clothing using a badge clip or pin, or worn around the neck using a breakaway lanyard. No motor vehicle will be loaded, recovered and towed using any tow truck not properly equipped and qualified to handle that vehicle, and any motor vehicle loaded, recovered and towed by the applicant as a tow truck operator pursuant to non-consent towing services will be loaded, recovered and towed pursuant to safe procedures. I, _____, the applicant, do solemnly swear that the following statements are true and correct by initialing each statement and understand that a Criminal History Check will be conducted.

___ I have not been convicted within the past three years of any of the following:

□ a serious traffic violation

□ leaving the scene of an accident

□ a violation of law that regulates the operation of a motor vehicle at a railroad crossing

□ driving a motor vehicle under the influence of alcohol or controlled substance

□ using a motor vehicle in the commission of a felony

□ causing the death of another person through negligence or criminal operation of a motor vehicle

□ driving a motor vehicle while license was revoked, suspended, cancelled or while otherwise disqualified from driving

A conviction of any of the above could result in denial of the tow card.

___ The applicant is not addicted to the use of alcohol, controlled substance or another drug that renders a person incapable of driving, an applicant has not refused to submit to a test during the last year to determine alcohol concentration or the presence of a controlled substance/drug while operating a commercial motor vehicle.

___ Analysis during the last year of the applicant's blood, breath, or urine under TEX, TRANSP. CODE 522, 524, or 724 would not disqualify the applicant from driving a commercial vehicle.

___ Applicant does not hold a driver's license issued by another State or another country that has been revoked, cancelled or suspended.

___ Applicant has not been determined by a judgement of a court to be mentally incompetent, unless declared restored to competency by a court or certificate of competency issued by an attending hospital physician; and

___ Applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over operation of a Tow Truck.

The applicant agrees to indemnify and hold harmless Brazoria County against any claim of damage to a motor vehicle towed, or the contents thereof, and against any injury or damage to any person or another vehicle as a result of non-consent towing services performed by applicant. Applicant acknowledges that failure to notify the Department within 20 days of change of employer may result in suspension or revocation of operator's permit.

Applicant Signature _____ Date: _____

Official use Only

□CCH Clear

□Tow ID Card Issued

□Tow Card Denied, Reason for Denial

_____

_____

_____

Date/Initials_____

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS
TOW TRUCK INSPECTION CHECK LIST

☐ **Approve** ☐ **Denied** **Date:** _____ **Inspector** _____

Company Name_____ TDLR#_____

Business Phone_____ E-Mail_____

Physical Address_____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Contact Person _____ Cell Phone _____

TOW TRUCK INFORMATION

Heavy Duty Yes ☐ No ☐ Lift Capacity _____ License Plate_____

Year_____ Make_____VIN _____ Current Permit # (if applicable)_____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

Truck Type					
Rollback W/Wheel Lift	□ Yes	□ No	Power Winch Line & boom (Not to exceed 8000 lbs.)	□ Yes	□ No
Rollback W/0 Wheel Lift	□ Yes	□ No	Ropes/Straps	□ Yes	□ No
Sling Truck W/Wheel Lift	□ Yes	□ No	Safety Chains	□ Yes	□ No
Wheel Lift Only	□ Yes	□ No	Fire Extinguisher (10 lbs. or 2 -5 lbs.)	□ Yes	□ No
Hydraulic lines/cylinder free of leaks	□ Yes	□ No	Crow/Wrecking Bar	□ Yes	□ No
			Broom	□ Yes	□ No
			Shovel	□ Yes	□ No
			Closed or Sealable Container	□ Yes	□ No
Truck Equipment			Flashlight	□ Yes	□ No
Headlights	□ High	□ Low	Magnetic Tow Lights	□ Yes	□ No
Tail Lights	□ L	□ R	Amber Warning Lights (46 inches wide Min.)	□ Yes	□ No
Turn Signals	□ L	□ R	Work Lights	□ Yes	□ No
Hazard Lights	□ Yes	□ No	Flares/Safety Reflectors/18" Orange Cones	□ Yes	□ No
Brake Lights	□ L	□ R	Reflective Vest (ANSI/ISEA)	□ Yes	□ No
Mirrors	□ L	□ R	Correct Graphics (Per VIII of Ordinance)	□ Yes	□ No
Rearview	□ Yes	□ No	County ID (Active/Proper Company)	□ Yes	□ No
Copy of State MVI report	□ Yes	□ No	TDLR ID (Active)	□ Yes	□ No

Inspector Signature: _____

Owner/Operator Signature: _____

BRAZORIA COUNTY, TEXAS
VEHICLE STORAGE FACILITY PERMIT APPLICATION

□New □ Renewal □Substitute □Denied

Company Name _____ TDLR# _____

□Sole Partnership □Corp □Limited Partnership □Limited Liability Company Name of Partner(s) or Corporate Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Mobile Phone _____ Federal ID# _____

Storage Lot Capacity:

□ 50 vehicles or fewer □ 51-99 vehicles □ 100 vehicles or more

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZOIRA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLES, OR THE CONTENTS THEREOF, HANDLED BY THE VEHICLES STORAGE FACILITY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT STORAGE SERVICES PERFORMED BY APPLICATION OR THE VEHICLE STORAGE FACILITY.

I, THE APPLICANT, DO UNDERSTAND THAT A CRIMINAL HISTORY CHECK WILL BE CONDUCTED.

_____ _____

Applicant's Printed Name Date Applicant's Signature
Date

Application must include the following documents/requirements: □Evidence of insurance coverage or financial responsibility for each Vehicle Storage Facility; □Original Certificate of Insurance naming "Brazoria County, Texas" as certificate holder; **LOT REQUIREMENTS**; □6 ft. fence with gate □All-weather lot surface □Lighting 1-250 watt element per ¼ acre □Signage per TDLR guideline 16 Texas Administrative Code, Chapter 85, Section 85.1003 □Original business card □Vehicle Storage Facility invoice (voided) and □Payment of Fees

Mail to: Brazoria County Sheriff's Office

3602 County Road 45

Angleton, Texas 77515

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY SHERIFF'S OFFICE

3602 County Road 45

Angleton, Texas 77515

Vehicle Storage Facility Permit

_____	_____	_____
Permit #	Date Issued	Expiration Date

Issued to

_____

_____

_____

TDLR #

_____

_____

Storage Facility Address

_____

_____

_____

BCSO Authorized Representative

PLEASE DISPLAY IN PLAIN VIEW AT STORAGE FACILITY

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **7/14/2026**

Payment of Bills

That the checks payable through Monday, July 13, 2026 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **7/14/2026**

FY 2026: Record Budget for Other Funds

Parks Special Events	465100 (Donation Revenue)	10700	56000	($1,020)
	520000 (Operating)	10700	56000	$1,020

Record donation from the Gulf Coast Home School Group approved by Commissioners Court Order H.23 dated June 9, 2026.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **6/9/2026**

Donation from the Gulf Coast Home School Group

Pursuant to Texas Local Government Code §81.032, and on behalf of Brazoria County and the Parks Department, the Court accepts the donation of One-Thousand Twenty Dollars ($1,020.00) to the Brazoria County Parks Department Outreach and Activities program from the Gulf Coast Home School Group.

Further, this donation shall be directed to the Parks Department Special Activities fund (10700).

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **7/14/2026**

FY 2026: Record Budget for Other Funds

Mosquito Control	520000 (Operating)	39900	49900	$782,000

Additional funds needed to continue aerial spraying. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **7/14/2026**

FY 2026: Line Item Transfer

Information Systems	520000 (Operating)	10000	22000	$115,806
	590000 (Capital)	10000	22000	($115,806)

Adjust budget for expenditures not requiring capitalization.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **7/14/2026**

FY 2026: Record Budget for Other Funds

Civil, Criminal & Probate Records Management	520000 (Operating)	38200	12000	$30,000
Records Management District Clerk	520000 (Operating)	38320	17000	$20,000
District Attorney Forfeiture CCP Chapter 59	590000 (Capital)	38730	19300	$100,000
Sheriff Contraband Forfeiture	520000 (Operating)	39100	30000	$50,000
Brazoria County Narcotics Task Force	520000 (Operating)	39110	30000	$40,000
Sheriff Commissary	520000 (Operating)	39120	35000	$100,000

Record budget amendment for various funds. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **7/14/2026**

FY 2026: Record Budget for Other Funds

Road & Bridge	470200 (Refunds, Reimbursement)	20000	75000	($2,977,533)
	590000 (Capital)	20500	75000	$2,977,533

Record budget amendment for reimbursement portion of Solar Roads Reconstruction Packages I and II approved by Commissioners Court Orders No. I.12 and I.13, respectively dated May 26, 2026.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **5/26/2026**

Award ITB #26-45 Solar Roads Reconstruction - Package I

Approval to award “ITB #26-45 Solar Roads Reconstruction - Package I” to the lowest responsive bidder, Mc2 Civil, LLC (formally Main Lane Industries, Ltd) of Houston, Texas who submitted the lowest bid meeting our specifications and scope of work, in the amount of $3,998,575.90.

In addition, the expenditure for the project will utilize funds from the department’s approved fiscal 2026 budget as well as a percentage of reimbursement from various solar power companies.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to be attached to the Minutes.

ITB #26-45 Award Summary

A total of one thousand two hundred and twenty-nine (1229) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were seventy-seven (77) document takers resulting in two (2) submissions.

Upon review of the bids received by the Engineering Department and the project consultant, GFT Inc., award “ITB #26-45 Solar Roads Reconstruction Package I” to Mc2 Civil, LLC (formally Main Lane Industries, Ltd) of Houston, Texas, who submitted the lowest bid meeting our specifications and scope of work, in the amount of $3,998,575.90.

In addition, the price submitted by Mc2 Civil, LLC is within 4% of the engineering estimate.

ITB #26-45 Solar Roads Reconstruction Package I				Total Cost	Main Lane Industries, Ltd. $ 3,998,575.9		Texas Materials Group, Inc. $ 4,183,209.4	
#	Items	SpecNo.	Unit	QuantityRequired	UnitPrice	TotalCost	UnitPrice	TotalCost
0								
#0-1	REMOVING STAB BASE AND ASPH PAV(0"-16")	105 7129	SY	62083.00	$ 7.5	**$ 465,622.5**	$ 11	$ 682,913.0
#0-2	FL BS (CMP IN PLC)(TY A GR 1-2) (12")	247 7113	SY	18624.00	$ 55	**$ 1,024,320.0**	$ 63	$ 1,173,312.0
#0-3	LIME (COM OR QK)(SLURRY) OR QK(DRY)	260 7001	TON	1627.00	$ 327	**$ 532,029.0**	$ 330	$ 536,910.0
#0-4	LIME TRT (EXIST MATL)(8")	260 7007	SY	67725.00	$ 5	**$ 338,625.0**	$ 7.5	$ 507,937.5
#0-5	TACK COAT	292 7017	GAL	11289.00	$ 4	$ 45,156.0	$ 0.1	**$ 1,128.9**
#0-6	PLANE ASPH CONC PAV(0" TO 3")	354 7033	SY	2190.00	$ 5	**$ 10,950.0**	$ 8	$ 17,520.0
#0-7	MOBILIZATION	500 7001	LS	1.00	$ 380,000.0	$ 380,000.0	$ 200,000.0	**$ 200,000.0**
#0-8	BARRICADES, SIGNS AND TRAFFIC HANDLING	502 7001	MO	6.00	$ 7,500.0	$ 45,000.0	$ 1,300.0	**$ 7,800.0**
#0-9	ONE-WAY TRAF CONT (FLAGGER CONT)	510 7001	HR	744.00	$ 50	**$ 37,200.0**	$ 56	$ 41,664.0
#0-10	RELOCATE EXISTING MAILBOX	560 7012	EA	46.00	$ 275	$ 12,650.0	$ 230	**$ 10,580.0**
#0-11	RE PM TY II (W) 24" (SLD)	666 7184	LF	20.00	$ 11	$ 220.0	$ 10	**$ 200.0**
#0-12	RE PM TY II (W) 6" (SLD)	666 7175	LF	64651.00	$ 0.3	**$ 19,395.3**	$ 0.5	$ 32,325.5
#0-13	RE PM TY II (Y) 6" (SLD)	666 7213	LF	5227.00	$ 0.3	**$ 1,568.1**	$ 0.5	$ 2,613.5
#0-14	RE PM TY II (Y) 6" (BRK)	666 7211	LF	27100.00	$ 0.3	**$ 8,130.0**	$ 0.55	$ 14,905.000000000002
#0-15	JT / CRCK SEAL (RUBBER - ASPHALT)	712 7001	LMI	2.20	$ 3,000.0	**$ 6,600.000000000001**	$ 10,000.0	$ 22,000.0
#0-16	D-GR HMA TY D PG 64-22 (DEL) SITE 1	8011 7056	TON	9314.00	$ 115	$ 1,071,110.0	$ 100	**$ 931,400.0**

1bellevuecrecm@gmail.com
365buildersllc.ops@gmail.com
3atransport18@gmail.com
a1constructiongroup01@gmail.com
a6kcontracting@gmail.com
aamir@cive.com
aarif@augmentingdesign.com
aaron@6cconstruction.com
aaron@championcivil.com
abrworks@austin-ind.com
ac@stxcivil.com
access@acglp.com
accnconstr8@gmail.com
accounting@nhtandem.com
aci@allenconcreteinc.com
acope@markivconstruction.net
adam@pflugerbuilders.com
Adamecj65@gmail.com
adeel@kmceinc.com
adegrazia@undergroundsupportservicesinc.com
adelarosa@ldcm-solutions.com
adesh.singh@yunextraffic.com
admin@arm-cg.com
Admin@berryrhomes.com
Admin@dincontracting.com
admin@djhexpress.com
admin@equi-nex.com
admin@guardrailsafetyservices.com
admin@highrisellc.com
admin@jp-ec.com
admin@k3salesandservices.com
admin@maciasbuilders.com
admin@maciasconcrete.com
admin@mysosconsulting.com
admin@native-construction.com
admin@perezconstructionllc.com
admin@perpetualhomes.com
admin@pinnacleuniversalso.com
admin@pirtekplanosouth.com
admin@rodeocontracting.com
admin@rookcc.com
admin@savannahcontractinggroup.com
admin@terrafuerte.com
admin@tuconllc.com
admin@vaderrey.com
admin@yoursiete.com
admin@yuribarrera.com
Adrian@elitehomesatx.com
adrian@greater-sa.com
AdventureConst@gmail.com
ag@garebac.com
agarza@vsstx.net
agenthook@gmail.com
agreen@foremostrc.com
albertogcllc@gmail.com
alex.mebrahtu@aptim.com
alex@alamo1.com
alex@freshlinesinc.com
alex@mobilconstruction.com
alexander@horizonrealtydevelopment.com
alexlawnsbeautiful@gmail.com
alice@azseg.com
alisa@fastcc.com
allan@dlportconstruction.com
allianceconstructionworks@aol.com
ashaver@nationsroof.com
amanda.flores@spawglass.com
amanda@allphasecivil.com
amber@durnellcompanies.com
americhoiceconstruction@gmail.com
amoodbuilders@gmail.com
amorales@rovantexas.com
amtek.austin@amtekusa.com
anac.arroyouc@gmail.com
andres.rojas@nobletx.com
andres@obraramos.com
andrew@zas.llc
andy@hallbros.net
andy@teamreconrealty.com
Angel@asconcretes.com
angelareynolds@charter.net
angelica@tejaspremierbc.com
angie@liquatech.com
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **5/26/2026**

Award ITB #26-46 Solar Roads Reconstruction - Package II

Approval to award “ITB #26-46 Solar Roads Reconstruction - Package II” to the lowest responsive bidder, Mc2 Civil, LLC (formally Main Lane Industries, Ltd) of Houston, Texas who submitted the lowest bid meeting our specifications and scope of work, in the amount of $591,642.00.

In addition, the expenditure for the project will utilize funds from the department’s approved fiscal 2026 budget, as well as, a percentage of reimbursement from various solar power companies.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to be attached to the Minutes.

ITB #26-46 Award Summary

A total of one thousand two hundred and twenty-nine (1229) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were sixty-two (62) document takers resulting in two (2) submissions.

Upon review of the bids received by the Engineering Department and the project consultant, GFT Inc., award "ITB #26-46 Solar Roads Reconstruction Package II" to Mc2 Civil, LLC (formally Main Lane Industries, Ltd) of Houston, Texas, who submitted the lowest bid meeting our specifications and scope of work, in the amount of $591,642.00.

In addition, per the consultant, the bulk of the price discrepancies between the Engineer's estimate of $400,898.22 are primarily due to three items: Flex Base, Mobilization and Barricade/Traffic Handling. The higher unit prices for Barricades and Flex Base are driven by the low quantities in package II compared with package I.

ITB#26-46 SOLAR ROADS RECONSTRUCTION PACKAGE II					Main Lane Industries, Ltd.		Texas Materials Group, Inc.	
BID TABLULATION				**Total Cost**	$ 591,642.0		$ 731,680.0	
#	Items	SpecNo.	Unit	QuantityRequired	UnitPrice	TotalCost	UnitPrice	TotalCost
0								
#0-1	FL BS (CMP IN PLC)(TY A GR 1-2) (12")	247 7113	SY	641.00	$ 120	**$ 76,920.0**	$ 131	$ 83,971.0
#0-2	LIME (COM OR QK)(SLURRY) OR QK(DRY)	260 7001	TON	48.00	$ 327	**$ 15,696.0**	$ 452	$ 21,696.0
#0-3	LIME TRT (EXIST MATL)(8")	260 7007	SY	2007.00	$ 20	**$ 40,140.0**	$ 24	$ 48,168.0
#0-4	PLANE ASPH CONC PAV(0" TO 4")	354 7034	SY	10188.00	$ 10	$ 101,880.0	$ 8	**$ 81,504.0**
#0-5	MOBILIZATION	500 7001	LS	1.00	$ 59,000.0	**$ 59,000.0**	$ 85,000.0	$ 85,000.0
#0-6	BARRICADES, SIGNS AND TRAFFIC HANDLING	502 7001	MO	1.00	$ 30,000.0	$ 30,000.0	$ 1,450.0	**$ 1,450.0**
#0-7	ONE-WAY TRAF CONT (FLAGGER CONT)	510 7001	HR	56.00	$ 50	**$ 2,800.0**	$ 71	$ 3,976.0
#0-8	RELOCATE EXISTING MAILBOX	560 7012	EA	13.00	$ 275	**$ 3,575.0**	$ 346	$ 4,498.0
#0-9	RE PM TY II (W) 24" (SLD)	666 7184	LF	10.00	$ 11	**$ 110.0**	$ 14	$ 140.0
#0-10	RE PM TY II (W) 6" (SLD)	666 7175	LF	28200.00	$ 0.33	**$ 9,306.0**	$ 0.65	$ 18,330.0
#0-11	RE PM TY II (Y) 6" (SLD)	666 7213	LF	100.00	$ 0.33	**$ 33.0**	$ 1.45	$ 145.0
#0-12	RE PM TY II (Y) 6" (BRK)	666 7211	LF	14000.00	$ 0.33	**$ 4,620.0**	$ 0.75	$ 10,500.0
#0-13	JT / CRCK SEAL (RUBBER - ASPHALT)	712 7001	LMI	1.47	$ 4,000.0	**$ 5,880.0**	$ 8,000.0	$ 11,760.0
#0-14	D-GR HMA TY D PG 64-22 (DEL) SITE 1	8011 7056	TON	1981.00	$ 122	**$ 241,682.0**	$ 182	$ 360,542.0

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **7/14/2026**

FY 2026: Record Budget for Other Funds

	Category	Fund	Dept	Amount
Emergency Management	520000 (Operating)	38000	22000	($17,800)
Fire Code	590000 (Capital)	38000	22000	($8,185)
	520000 (Operating)	38000	34200	$27,024
	590000 (Capital)	38000	34200	($1,039)

Transfer needed for repairs and maintenance expenditures.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **7/14/2026**

FY 2026: Record Budget for Other Funds

Library Special Projects	590000 (Capital)	39410	55020	$17,100

Record budget for Angleton library circulation desk. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **7/14/2026**

FY 2026: Additional Funds

Additional funds are needed for cash disbursements paid in May on prior year purchase orders. The goods and/or services were actually received in FY 2026 and are FY 2026 expenditures.

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

	Category	Fund	Dept	Amount
General Fund				
Facilities Management	590000 (Capital)	10000	25000	$ 3,529.54
District Courts	520000 (Operating)	10000	16000	$ 65.00
Purchasing	520000 (Operating)	10000	20200	$ 35.00
Constable	Precinct 2 520000 (Operating)	10000	32200	$ 1,896.35
				$ 5,525.89
Other Funds				
General Fund Construction	590000 (Capital)	10100	57000	$ 13,840.00
				$ 13,840.00
Road & Bridge Construction	590000 (Capital)	20500	75000	$1,057,736.77
				$1,057,736.77
Records Mgmt-Co. Clk.	520000 (Operating)	38110	12000	$ 600.00
Records Archive-Co Clk	520000 (Operating)	38120	12000	$ 1,110.00
				$ 1,710.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **7/14/2026**

Grant Application for U.S. Department of Homeland Security (DHS), Fiscal Year 2026 Port Security Grant Program (PSGP)

Authorize the submission of a grant application for the U.S. Department of Homeland Security's FY26 Port Security Grant Program, in which Brazoria County is requesting funding for eligible projects regarding port security at the Port of Freeport.

Further, the County Judge is hereby authorized to sign any documents related to the application for the grant upon final review by the District Attorney's Office.

Notice of Funding Opportunity

Application due: July 24, 2026

Fiscal Year 2026 Port Security Grant Program (PSGP)

Assistance Listing Number: 97.056
Funding Opportunity Number: DHS-26-GPD-056-00-99

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Before you begin

If you believe you are a good candidate for this funding opportunity, secure your System for Award Management (SAM.gov) and Grants.gov registrations now. If you are already registered, make sure your registration is active and up to date.

SAM.gov registration (this can take several weeks)

You must have an active account with SAM.gov. This includes having a Unique Entity Identifier (UEI).

See Step 2: Get Ready to Apply

Grants.gov registration (this can take several days)

You must have an active Grants.gov registration. Doing so requires a Login.gov registration as well.

See Step 2: Get Ready to Apply

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are (800)-323-8603 and TTY (844)-889-4357

To help you find what you need, this NOFO uses internal links. In Adobe Reader, you can go back to where you were before clicking an internal link by pressing Alt + Left Arrow (Windows) or Command + Left Arrow (Mac) on your keyboard.



Step 1: Review the Opportunity

In this step

Basic information 4

Eligibility 5

Program description 12

Basic Information

A. Award Facts

Agency Name: U.S. Department of Homeland Security (DHS),
Federal Emergency Management Agency (FEMA),
Grant Programs Directorate (GPD),
Homeland Security Preparedness Division (HSPD),
Transportation Infrastructure Security Branch (TISB),
Port Security Grant Program (PSGP)

Assistance Listing Number: 97.056

Notice of Funding Opportunity (NOFO) Title: Fiscal Year (FY) 2026 Port Security Grant Program (PSGP)

Finding Opportunity Number: DHS-26-GPD-056-00-99

Announcement Type: Initial

Expected Award Range: $18,000-$3,500,000

Expected Total Funding: $95 million

Anticipated Number of Awards: 200

B. Executive Summary

The FY 2026 PSGP prioritizes funding toward terrorism prevention, response, recovery and mitigation, based on port area risk. This is achieved through the implementation of Area Maritime Transportation Security Plans and facility security plans among port authorities, facility operators, and state and local government agencies required to provide port security services, as well as training public safety personnel under section 70132 in Title 46 of the U.S. Code.

Have questions? See Contacts and Support

Key Dates

Projected Application Start Date: June 24, 2026

Projected Application End Date: July 24, 2026

Anticipated Funding Selection Date: No later than August 23, 2026

Anticipated Award Date: No later than September 30, 2026

Projected Period of Performance Start Date: September 01, 2026

Projected Period of Performance End Date: August 31, 2029

Budget Period:
September 01, 2026 – August 31, 2029

Eligibility

A. Eligible Entities

Only the following entities or entity types are eligible to apply.

Applicant Eligibility

1. Eligible Applicants

All entities *subject to* an Area Maritime Security Plan (AMSP), as defined by 46 U.S.C. § 70103(b), may apply for PSGP funding. Eligible applicants include port authorities, facility operators, and state, local, and territorial government agencies. A facility operator owns, leases, or operates any structure or facility of any kind located in, on, under, or adjacent to any waters subject to the jurisdiction of the United States. Facility operators include those that are subject to the AMSP and verified by the Captain of the Port (COTP), which may include but are not limited to terminal operators, ferry systems, bar/harbor pilots, and merchant's exchanges. See the "Applications Submitted by Eligible Entities" section below for further detail.

2. Applicant Eligibility

Pursuant to the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295, as amended, DHS established a risk-based grant program to support maritime security risk management. Funding is directed towards the implementation of AMSPs, Facility Security Plans (FSP), and Vessel Security Plans (VSP) among port authorities, facility operators and state and local government agencies that must provide port security services. These plans must support the prevention and deterrence, to the maximum extent practicable, of Transportation Security Incidents (TSIs) and substantial threats of such incidents, consistent with MTSA requirements.

Entities, whether public or private, who provide maritime security services on a for hire basis are not eligible applicants (i.e. security companies, see "Subapplicants" below for additional detail). In administering the grant program, national, economic, energy, and strategic defense concerns based upon the most current risk assessments available will be considered.

Port Area Definition

A Port Area is a location on a coast, shore, or inland waterway containing one or more harbors where vessels can dock and transfer people or cargo to or from land. For the purposes of the PSGP, eligible ports included those identified by the U.S. Army Corps of Engineers (USACE) Principal Port List (PPL), as well as unlisted ports which have the presence of MTSA-regulated facilities.

Applications Submitted by Eligible Entities

Subject to the information and exceptions in this section, ***an eligible entity may submit only one application within each Port Area. An application may contain up to five Investment Justifications (IJs).***

- A single eligible entity may have multiple facilities, departments, subcomponents, or agencies operating within a Port Area. ***FEMA will generally view multiple agencies within a local government (e.g., police department, fire department, emergency management office) operating within one Port Area as a single eligible entity.*** An applicant's Employer Identification Number (EIN) will help inform FEMA's determination of which applicants may constitute a single eligible entity.
    - An eligible entity operating multiple facilities, departments, subcomponents, or agencies within a single Port Area **may choose to submit separate applications** for facilities, departments, subcomponents, or agencies within it, but any such separate applications will be considered part of the same eligible entity for **purposes of the cost-share requirements** and limited to five projects total.
    - If a single eligible entity chooses to have its components submit separate applications, each individual facility, department, subcomponent, or agency of that single eligible entity should submit no more than one application. For example, a police department should submit no more than one collective application. If an individual facility, department, subcomponent, or agency of an eligible entity submits more than one application for a single Port Area, FEMA reserves the discretion to consolidate the projects or determine which application(s) to approve or deny.
    - Funding allocation decisions are based partially on Port Area risk. Therefore, ***no single application should include IJs for projects intended to be implemented in multiple Port Areas. Applications that include multiple port areas may be deemed ineligible in whole or part.*** For example, a state agency or facility operator that operates in multiple Port Areas must submit separate applications to fund projects in each Port Area.
        - Exception: "Hub and spoke" cybersecurity projects may affect a parent organization's multiple eligible entities in multiple Port Areas. Such projects may be submitted within a primary Port Area for the project implementation. Proportionally, costs associated with *entities or subcomponents that are not covered under an AMSP and are not instrumental to enhancing maritime security* must not be included in the detailed budget worksheet or IJ and thereby prorating the cost of the project only to those facilities that are covered by the AMSP.

Subapplicant Eligibility

Subapplicants, subrecipients and subawards are not allowed.

Applicants are prohibited from applying on behalf of other, separate entities. Notwithstanding this prohibition, community-based projects for maritime security planning, training, exercises, port-wide cyber vulnerability assessments and cyber interoperability projects may include multiple beneficiaries (participants from other separate entities). Only recipients incurred expenses are eligible under PSGP awards, meaning that third party participating entities are responsible for their own incurred expenses.

For example, a port authority hosts a large exercise and may receive funding for port authority personnel expenses, venue rental, and contracted design/development/conduct of the exercise, but other participating agencies are responsible for their own incurred expenses for personnel, fringe benefits, equipment, travel, etc.

The primary purpose and use of PSGP-funded equipment is for the recipient. Only the recipient is permitted to take ownership of PSGP-funded equipment and other non-consumable items until disposition actions are required. Vendor, manufacturer, or service provider submitted applications on behalf of potential 'recipients' will not be considered for funding.

Vendor, manufacturer, or service provider submitted applications on behalf of potential 'recipients' will not be considered for funding.

B. Project Type Eligibility

Allowable Project Types

Costs generally need to fit within one of the categories listed below to be allowable under this program. Specific investments made in support of the NOFO funding priorities generally fall into one of the following allowable cost categories:

- Planning;
- Operational Activities;
- Equipment and Capital Projects;
- Training and Awareness Campaigns; and
- Exercises.

Applicants who have questions about whether a cost is allowable under this program should contact their Preparedness Officer.

Unallowable Project Types

- Projects that do not *primarily* enhance maritime security;
- Proof of concepts or experimental projects; and

- Projects on behalf of other agencies or entities.

See "Program Description" Section E: "Program-Specific Unallowable Costs" for more information on unallowable project types.

C. Requirements for Personnel, Partners, and Other Parties

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) and Signatory Authority (SA) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR or SA of the recipient. It is the sole responsibility of the recipient to keep their points of contact for the organization up-to-date and accurate in all federal systems.

D. Maximum Number of Applications

The maximum number of applications that can be submitted is:

One per eligible entity/subcomponent per Port Area.

E. Additional Restrictions

Applicants or recipients must certify their compliance with federal statues, DHS directives, policies, and procedures.

a. National Incident Management System (NIMS) Implementation

Before allocating any federal preparedness awards, recipients must ensure and maintain adopting and implementing NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergencymanagers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

b. Compliance with Maritime Security Regulations

As a condition of eligibility, all PSGP applicants must be fully compliant with relevant Maritime Security Regulations (33 C.F.R. Parts 101-106). Any applicant who, as of the grant application deadline, has an open or outstanding Notice of Violation (NOV) will not be considered for PSGP funding if:

1. The applicant has failed to pay the NOV within 45 days of receipt of the NOV and the applicant has failed to decline the NOV within 45 days of receipt of the NOV, resulting in the U.S. Coast Guard (USCG) entering a finding of default in accordance with 33 C.F.R. § 1.07- 11(f)(2); or

2. The applicant appealed the NOV pursuant to 33 C.F.R § 1.07-70 and received a final appeal decision from the USCG Commandant, as described in 33 C.F.R. § 1.07-75, and failed to come into compliance with the terms of the final appeal decision within the timelines noted herein.

The local USCG Captain of the Port (COTP) will verify security compliance eligibility during the field review process. Eligibility does not guarantee grant funding.

c. Ferry Systems

Ferry systems are eligible to apply for PSGP funds. However, any ferry system electing to participate (e.g., submit an application) under the PSGP will not be eligible to participate (e.g., submit an application) under the Transit Security Grant Program (TSGP) and will not be considered for funding under the TSGP. Likewise, any ferry system that participates in the TSGP will not be eligible for funding under the PSGP.

d. Foreign Adversarial System Users

As proscribed in Section 825 of the National Defense Authorization Act (NDAA) for Fiscal Year 2024, Pub. L. No. 118-31 (2023), no funds may be awarded to any covered entity that utilizes or provides in part or in whole: the national transportation logistics public information platform (**commonly referred to as 'LOGINK'**) provided by the People's Republic of China, or departments, ministries, centers, agencies, or instrumentalities of the Government of the People's Republic of China; any national transportation logistics information platform provided by or sponsored by the People's Republic of China, or a controlled commercial entity; or a similar system provided by Chinese state-affiliated entities.

Recipients/subrecipients, and if applicable, applicants/subapplicants, are required to certify their compliance with federal statues, DHS directives, policies, and procedures.

F. References to Other Eligibility Factors

Please see the following references provided below:

1. "Applicant Review Information" Section

2. "Financial Integrity Criteria" subsection
3. "Supplemental Financial Integrity Criteria and Review" subsection
4. FEMA may request financial information such as the Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone who benefits from the award, including subrecipients.

G. Cost Share Requirements

Applicants selected for this award must commit to an acceptable share agreement. Otherwise, they will not be funded.

H. Cost Share Description, Type, and Restrictions

The PSGP requires recipients to provide a cost share for each project. This contribution must be cash ("hard match"). Applicants must commit to the cost share at the time of application. The cost share is calculated based on the total PSGP funds awarded to an eligible entity within a single Port Area for the fiscal year. If an entity submits multiple projects under the same Unique Entity Identifier (UEI) in the same Port Area, and the combined total exceeds $25,000, a cost share is required—even if individual projects are below the threshold. Entities with multiple components (e.g., port authority, facility operator, local government) are encouraged to coordinate applications to ensure proper cost share calculation.

Cost share contributions must be for *eligible costs and included in the detailed budget.* Funds from other federal grants cannot be used to meet the PSGP cost share. Routine operational costs are not eligible as a match unless they create a new capability and are justified as reasonable and necessary to complete the project *(typically, personnel costs are not allowable cost share for equipment purchases)*.

Recipients are responsible for ensuring their cost share matches the actual project costs. If actual costs exceed the award, the recipient must cover the additional amount. If actual costs are lower, the cost share is recalculated based on the lower amount.

Public Sector and Nonprofit Recipients:
Must provide a 25% cost share for all project costs. The non-federal share can be cash and must meet the same eligibility as the federal share (e.g., routine patrol costs are ineligible, but overtime for approved exercises may be eligible) and must be clearly identified in the budget and investment justification.

Private, For-Profit Recipients:
Must provide a 50% share for all project costs. The same rules for eligible costs and documentation apply.

Exceptions to Cost Share Requirements:

- **Port-Wide Benefit:** Projects with a port-wide benefit (certified by the Captain of the Port) only require a 25% cost share. Examples: port-wide planning, training, exercises, shared security camera systems, response vessels, and maritime domain awareness systems.
- **$25,000 or Less:** No cost share is required if the total project cost for all projects under the award is $25,000 or less. If multiple small projects together exceed $25,000, cost share is required.
- **Public Safety Personnel Security Zone Training:** No cost share is required for projects to train public safety personnel in enforcing security zones (as defined by 46 U.S.C. § 70132) when verified by the COTP.
- **Insular Areas:** For grants to the public entities of the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands, the local matching fund requirement is automatically waived for up to $200,000.
- **Waivers:** Cost share waivers may be considered afterwards if the recipient can show new, significant financial hardship. Waivers requested at the time of application or not based on new circumstances will not be considered. See DHS/FEMA Information Bulletin 376 for details.

I. Cost Share Example

Public Sector: If the federal award for a public sector recipient requires a 25% cost share and the total project cost is $100,000, then:

- Federal share is 75% of $100,000 = $75,000
- Recipient cost share is 25% of $100,000 = $25,000

Private Sector: If the federal award for a private sector recipient requires a 50% cost share and the total project cost is $100,000, then:

- Federal share is 50% of $100,000 = $50,000
- Recipient cost share is 50% of $100,000 = $50,000

J. Required Information for Verifying Cost Share

Applicants must demonstrate cost share (or match) within the following documents:

FF-207-FY-23-108 (formerly 089-5) IJ-Budget

Please see the “Application Format and Contents” subsection for more details.

Maintenance of Effort
Not Applicable

Program Description

A. Program Purpose

PSGP is one of four DHS/FEMA grant programs focused on securing the nation's transportation infrastructure. Established by Congress and implemented by the Administration, these programs help strengthen critical infrastructure against risks from terrorism and other major threats. Since its inception in 2001, PSGP has awarded approximately $3.47 billion across about 5,300 grants to enhance maritime security throughout U.S. ports.

PSGP supports state, local, territorial, and private sector maritime partners in improving port-wide risk management and protecting critical marine transportation infrastructure from terrorism, major disasters, and other emergencies.

DHS emphasizes the importance of information sharing and collaboration to build national preparedness and protect against evolving threats. The need for such coordination was highlighted by the failures to share critical information before the September 11, 2001, attacks. Today, threats have expanded to include persistent cyberattacks and risks to soft targets, such as cruise and ferry terminals.

To address these challenges, PSGP investments are guided by annually designated National Priority Areas (NPAs), which reflect current threat environments.

For FY 2026, the NPAs are:

1. Enhancing the protection of soft targets and crowded places,
    - Includes faith-based organizations and election sites;
2. Supporting Homeland Security Task Forces and fusion centers;
3. Enhancing and integrating cybersecurity resiliency;
4. Enhancing election security; and
5. Supporting Border Crisis Response and Enforcement.
    - Example activities include:
        - Participating in DHS/ICE 287(g) training programs;
        - Cooperating with ICE detainers; and
        - Other responsibilities supporting enforcement of U.S. immigration law.

For FY 2026, applicants are encouraged to propose innovative projects that support these NPAs and the broader homeland security mission. Projects that clearly demonstrate alignment with an NPA and the objectives of this NOFO will receive a 20% increase in their final review score.

B. Goals and Objectives

Goals: The goal of PSGP is strengthened port-wide risk management and protection of critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

Objectives: PSGP provides resources that support port authorities; facility operators; and state, local, and territorial agencies in meeting the following objectives:

- Building and sustaining core capabilities of maritime infrastructure systems in alignment with the FY 2026 NPAs;
- Addressing and closing gaps identified in Area Maritime Security Plans and Facility Security Plans; and
- Implementing a comprehensive and coordinated (all-inclusive) approach to address enduring security needs of communities that include planning, training and awareness campaigns, equipment and capital projects, and exercises.

Priorities: Given the evolving threat landscape, DHS/FEMA must continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars.

The FY 2026 NPAs reflect FEMA's broader mission across all preparedness efforts. Applicants should be familiar with these NPAs, as they represent DHS's current focus areas and may shape future guidance:

1. Enhancing the protection of soft targets and crowded places,
   - This includes faith-based organizations and election sites;
2. Supporting Homeland Security Task Forces and fusion centers;
3. Enhancing and integrating cybersecurity resiliency;
4. Enhancing election security; and
5. Supporting Border Crisis Response and Enforcement.
   - Example activities under border crisis response and enforcement support may include:
   - Participation in the Department of Homeland Security/Immigration and Customs Enforcement 287(g) training program;
   - Cooperation with Immigration and Customs Enforcement detainers; and
   - Other jurisdictional responsibilities to support the enforcement of the United States immigration law.

Enduring needs include:

1. Effective planning
2. Training and awareness campaigns
3. Equipment and capital projects
5. Exercises

The table below provides a breakdown of the NPAs, and core capabilities impacted, as well as examples of eligible maritime security project types for each area. More information on allowable investments can be found in the Funding Restrictions and Allowable Costs section below. Projects that sufficiently address one or more of the NPAs will have their final review scores increased by a multiplier of 20%.

FY 2026 PSGP Funding Priorities

All priorities in this table concern the Safety and Security and Transportation Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		
Enhancing the Protection of Soft Targets and Crowded Places	• Operational coordination • Public information and warning • Intelligence and Information Sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	• Physical security enhancements at cruise and ferry terminals • Security screening equipment for people and baggage Access controls Landside fencing, gates, barriers, etc. • Marine (floating) barriers to prevent access to sensitive berthing areas • Enhanced security aboard ferries • Explosive detection canine teams • Security cameras (CCTV) • Rapid response boats for preventing or responding to security incidents on waterways, especially in and around airports, cruise terminals, ferry terminals, etc.
Supporting Homeland Security Task Forces and Fusion Centers	• Intelligence and information sharing • Interdiction and disruption • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Establishing or enhancing multi-agency Homeland Security Task Forces (HSTFs), including operational coordination centers • Enhancing capabilities and integration with local fusion centers • Procuring technology or equipment to support surveillance, communications, and data analysis • Developing standard operating procedures for information sharing, joint operations, and immigration enforcement coordination • Personnel training, credentialing, and certification to improve interoperability and mission alignment • Intelligence analysis, reporting, and suspicious

Priority Areas	Core Capabilities	Example Project Types
		activity monitoring • Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks • Community engagement efforts to foster trust and encourage threat reporting • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperating with DHS and other entities in intelligence, threat recognition, assessment, analysis, and mitigation • Identifying, assessing, and reporting threats of violence • Intelligence analysis training, planning, and exercises • Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative • (NSI)
Enhancing Cybersecurity	• Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, searching, and detection • Access control and identity verification • Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability	• Cybersecurity risk assessments • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of , to meet minimum levels identified by Cybersecurity and Infrastructure Security Agency, and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1) or equivalent ○ Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) • Cybersecurity training and planning

Priority Areas	Core Capabilities	Example Project Types
	reduction • Situational assessment • Infrastructure systems • Operational communications	
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational coordination • Community resilience	• Prioritize compliance with the VVSG 2.0 established by the U.S. Election Assistance Commission • Complete testing through a VSTL accredited by the U.S. Election Assistance Commission • Physical security planning and exercise support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. • General election security navigator support • Cyber and general election security navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial of Service protection • Migrating online services to the ".gov" internet domain • Online harassment and targeting prevention services • Public awareness/preparedness campaigns discussing election security and integrity measures • Long-term vulnerability reduction and community resilience

Priority Areas	Core Capabilities	Example Project Types
Supporting Border Crisis Response and Enforcement	• Training and awareness • Community resilience • Operational coordination • Risk management for protection programs and activities	• Staffing support to expand 287(g) screening operations within correctional facilities • Operational overtime costs directly tied to 287(g) screening, processing, and enforcement activities • Training programs for state and local law enforcement officers in immigration law, civil rights protections, and 287(g) procedures • Developing or enhancing information- sharing platforms between ICE and local agencies • Procuring screening, detection, and communications technology to support immigration enforcement activities • Establishing secure and dedicated communication networks with ICE Field Offices • Conducting joint training exercises with ICE and local law enforcement to test operational coordination • Support for facilities upgrades, such as creating dedicated interview rooms and secure processing spaces • Community engagement and public briefings to promote transparency and understanding of 287(g) operations and protections

Enduring Needs		
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience	• Development of: ○ Port-wide Security Risk ○ Management Plans ○ Continuity of Operations Plans ○ Response Plans ○ Port-wide and/or asset-specific vulnerability assessments ○ Efforts to strengthen governance integration between/among regional partners
Training and Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Active shooter training, including integrating the needs of people with disabilities • Shipboard firefighting training • Public awareness/preparedness campaigns • Maritime domain awareness projects
Equipment and Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, searching, and detection • Access control and identity verification • Physical protective measures • Supply chain integrity and security • Threats and hazards identification • Infrastructure systems • Intelligence and information sharing	• Implementing risk management projects that support port resilience and recovery • Implementing physical security enhancement projects • Transportation Worker Identification Credential projects • Sharing and leveraging intelligence and information • Chemical, Biological, Radiological, Nuclear, and Explosive prevention, detection response and recovery equipment • Unmanned Aircraft Systems and detection technologies
Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Response exercises

Program Rationale:
The stated goals, objectives, and priorities of PSGP support Section 102 of the Maritime Transportation Security Act of 2002 (Pub. L. No. 107-295, as amended) (46 U.S.C. § 70107) to implement Area Maritime Transportation Security Plans and facility security plans among port authorities, facility operators, and State

and local government agencies.

C. Performance Measures and Targets

Performance metrics for this program are on a case-by-case basis and are as follows:

1. Number of PSGP funded organizations achieving Cybersecurity vulnerability reductions.
2. Number of PSGP funded organizations achieving Soft Targets & Crowded Places vulnerability reductions.
3. Number of PSGP funded organizations achieving Maritime Domain Awareness improvement projects.
4. Number of annual maritime-security related training events funded by the PSGP.
5. Number of PSGP funded exercises conducted.
6. Number of trainings funded to address Emerging Threats (i.e. sUAS and sUAS detection).

D. Federal Assistance Type

Grant.

E. Program-Specific Unallowable Costs

Specific unallowable costs for the PSGP include:

- sUAS not listed on the Defense Contract Management Agency Blue List (https://bluelist.appsplatformportals.us/UAS-Cleared-List/)
- Indirect costs (IDC) are unallowable under PSGP. This determination is made under the authority of 2 C.F.R. § 200.414(c), which permits federal awarding agencies to restrict indirect costs for a class of awards with documented justification. Given the PSGP's statutory focus on direct investments in port security and risk mitigation (46 U.S.C. § 70107), and to maximize the impact of limited grant funds, only direct costs that are necessary and reasonable for the performance of approved projects will be eligible for reimbursement.
- Projects in which federal agencies are the primary beneficiary or that enhance federal property, including sub-components of a federal agency;
- Projects that study technology development for security of national or international cargo supply chains (e.g., e-seals, smart containers, container tracking or container intrusion detection devices);
- Proof-of-concept projects;
- Development of training;
- Projects that duplicate capabilities being provided by the Federal Government (e.g., vessel traffic systems);
- Business operating expenses (certain security-related operational and maintenance costs are allowable;
- Transportation Worker Identification Credential (TWIC) card fees;
- Reimbursement of pre-award security expenses;
- Outfitting facilities, vessels, or other structures with equipment or items providing convenience rather than a direct security benefit. Examples of such equipment or items include but are not limited to office furniture, CD players, DVD players, AM/FM radios, TVs, stereos, entertainment satellite systems, entertainment cable systems and other such entertainment media, unless

sufficient justification is provided. This includes weapons and associated equipment (i.e., holsters, optical sights, and scopes), including but not limited to, non-lethal or less-than-lethal weaponry including firearms, ammunition, and weapons affixed to facilities, vessels, or other structures;
- Standard issue uniforms (other than maritime security personal protective equipment [PPE]);
- Expenditures for items such as general-use software, general-use computers, and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles and licensing fees;
- Land acquisitions and right of way purchases;
- Funding for standard operations vehicles utilized for routine duties, such as patrol cars and fire trucks;
- Fuel costs (except as permitted for training and exercises);
- Exercise(s) that do not support maritime security preparedness efforts;
- Patrol vehicles and firefighting apparatus, other than those chemical, biological, radiological, nuclear, and explosives (CBRNE) detection equipped vehicles for port area and/or facility patrol or response purposes;
- Specialty vehicles such as trucks for towing boat trailers/equipment and armored personnel carriers; Providing protection training to public police agencies or private security services to support protecting VIPs or dignitaries;
- Aircraft pilot training, including aircraft operations such as aircraft ditch training (does not include sUAS training when requested in conjunction with sUAS purchases);
- Post incident investigation training;
- Basic or advanced dive training (except marine unit CBRNE detection/response dive training);
- Training for personnel not primarily assigned to maritime security activities or MTSA required security personnel (e.g., vessel patrol officers, facility security officers); and
- Reimbursement for the maintenance and wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances, repair, or cleaning of PPE, etc.).]

Note: The above may not be exhaustive. Please consult the applicable terms and conditions and with FEMA for more information.

F. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period (see 2 C.F.R. § 200.403(h)).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

G. Prohibition on Covered Equipment or Services

FEMA provides additional resources regarding the prohibition on covered telecommunications equipment and services in its policy titled Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (FEMA Policy #405-143-1). This policy outlines specific requirements related to the prohibition. Additionally, FEMA's Contract Provisions Guide offers sample language for the required contract provisions.

Recipients, subrecipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and services. See 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200 for more information.

Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS)

Recipients, subrecipients, and their contractors or subcontractors must also comply with Section 1825 of the American Security Drone Act of 2023, enacted as part of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). This provision mandates that, beginning December 22, 2025, no federal funds awarded through a contract, grant, or cooperative agreement, or otherwise made available may be used to procure a covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity. Significantly, no funds may be used in connection with the operation of such a drone or UAS. For more information, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers.

H. Beneficiary and Participant Eligibility

Beneficiary

Not applicable -There are no program requirements for beneficiary eligibility.

Participant

Not applicable - There are no program requirements for participant eligibility.

This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary or participant. Please consult the DHS Standard Terms and Conditions, your awarding agency's terms and conditions, and your awarding documents for more details.

I. Indirect Costs

Indirect costs are not allowed.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a

negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FEMA for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

J. Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

K. Pre-Award Costs

Pre-award costs are not allowed and will not be approved, with the exception of costs resulting from pre-award grant writing services provided by an independent contractor that shall not exceed $1,500 per applicant per year.

L. Management and Administration Costs

Recipients may use up to 5% of the federal share of their award for management and administration (M&A) costs, as authorized by the Homeland Security and Further Additional Continuing Appropriations Act, Pub. L. No. 119-86 (2026). M&A costs must directly support the management of PSGP funds and be based on actual or contracted expenses—not just a flat percentage without justification. All M&A costs must comply with 2 C.F.R. §§ 200.403, 200.413, and other applicable federal cost principles.

Allowable M&A costs include:

- Hiring staff, contractors, or consultants to manage the grant, ensure compliance, and handle reporting;
- Collecting and processing information for FEMA data calls;
- Domestic travel related to grant administration (international travel requires prior DHS/FEMA approval); and,
- Purchasing authorized office equipment, such as computers, for grant management.

M&A costs do not include general overhead but must be directly related to the grant. Examples include preparing required reports, maintaining equipment inventories, tracking expenditures, responding to official information requests, and measuring grant performance.

M. Authorizing Authority

Section 102 of the Maritime Transportation Security Act of 2002 (Pub. L. No. 107- 295, as amended) (46 U.S.C. § 70107)

N. Appropriation Authority

Homeland Security and Further Additional Continuing Appropriations Act, Pub. L. No. 119-86 (2026).

Step 2: Get Ready to Apply

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Submission Requirements and Application Deadlines

A. Registration

You must have an active SAM.gov account which includes having a UEI. SAM.gov registration can take several weeks. Begin that process today.

For more detailed instructions for obtaining a UEI number or to register, go to SAM.gov Entity Registration and click "Get Started." From the same page, you can also click on the Entity Registration Checklist for the information you will need to register.

You must also have an active account with Grants.gov. You can see step-by step instructions see the Quick Start Guide for Applicants.

B. Requesting the Application Package

The application package is accessible in the FEMA Grants Outcomes (FEMA GO) system. To access the system, go to https://go.fema.gov/.

C. Application and Submission Instructions

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their UEI number and EIN from the Internal Revenue Service;
2. Provide their UEI number in the application;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM.gov account and ensure the account is active before submitting the application;
5. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide;
6. Submit the complete application in FEMA GO; and
7. Always maintain an active SAM registration with current information during which the applicant has an active federal award, an application, or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. 25.110(a)(2)(iv), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

D. How to Register to Apply

General Instructions

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission. Organizations must have a UEI number, EIN, and an active SAM registration.

Obtain a UEI Number

All entities applying for funding, including renewal funding, must have a UEI number.

Obtain Employer Identification Number

In addition to having a UEI number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS at Get an employer identification number.

Create a login.gov account

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account at Create an account.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to SAM.gov.

Register with SAM.gov

In addition to having a UEI number, all organizations must register with SAM.gov. Failure to register with SAM.gov will prevent your organization from applying through FEMA GO. SAM.gov registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM.gov, refer to Register with SAM.gov.

Note: per 2 C.F.R. § 25.200 applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM.gov registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

E. Submitting the Final Application

Applicants will be prompted to submit the standard application information, and any program-specific information required in FEMA GO.

After submitting the final application, FEMA GO will provide either an error message or send an email to the submitting AOR confirming the transmission was successfully received.

F. Application Deadline

July 24, 2026, 11:59 p.m. Eastern Time

G. Pre-Application Requirements Deadline

Due to limited available review time, some Captains of the Port COTPs may require a preview of proposed projects prior to the application deadline. Consult your USCG COTP for additional information.

H. Post Application Requirements Deadline

Not applicable.

I. Effects of Missing Deadlines

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive an email with an official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3 p.m. ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Step 3: Write Your Application

In this step

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Application Contents and Format

A. Application Requirements

The following forms or information are integrated into the application package in FEMA GO. Applicants should review these forms at SF-424 Family | Grants.gov before applying to ensure they are providing all required information.

1. SF-424, Application for Federal Assistance
2. Grants.gov Lobbying Form, Certification Regarding Lobbying
3. SF-424A, Budget Information (Non-Construction)
   - If construction is permitted under the program, submit SF-424C, Budget Information (Construction), instead of SF-424A
4. SF-424B, Standard Assurances (Non-Construction)
   - If construction is permitted under the program, submit SF-424D, Standard Assurances (Construction), instead of SF-424B
5. SF-LLL, Disclosure of Lobbying Activities

B. Required Documents, Content, and Formatting

The PSGP Investment Justification and Detailed Budget Worksheet (FF-207-FY-23-108 (formerly 089-5) IJ-Budget) are required to be completed in full and attached within FEMA GO at the time of application submission to be considered for funding. Applicants who fail to complete the "Eligibility" section of this form or fail to attach the form in FEMA GO will not be considered for funding. Application details provided on the (IJ) attachment will be used to determine funding.

Submit only a single IJ attachment in FEMA GO. In the FEMA GO "Grant request details" section, enter one (1) "Activity" to include a summary project description that lists each requested project outlined in the IJ, its amount, and total requested (e.g. IJ 1: Vessel purchase, $400,000; IJ 2: NASBLA Training $25,000; Total $425,000). FEMA will utilize the attached IJ document for budget reviews.

C. Program-Specific Required Documents and Information

The following program-specific forms or information are required to be submitted in FEMA GO:

- Associated Investment Justification (IJs) template with detailed budget(s); and
- Associated Memoranda of Understanding (MOU)/Memoranda of Agreement (MOA) is situationally required. See "MOU/MOA Requirement for Security Services Providers" below.

a. Priority Investments

FY 2026 PSGP aligns with the Administration's priorities by directing resources toward the most urgent threats facing the Nation. All investments must address one of the NPAs or Enduring needs outlined within the Goals and Objectives section of this NOFO. PSGP supports the development and sustainment of core capabilities essential to achieving the National Preparedness Goal (NPG): "A secure and resilient nation."

To ensure strategic focus, DHS has identified five NPAs that reflect the evolving risk landscape and

national policy objectives. These priorities serve as a framework for targeting investments that build capability, reduce risk, and promote cross-sector coordination.

The FY 2026 NPAs are:

1. Enhancing the protection of soft targets and crowded places,
   - This includes faith-based organizations and election sites;
2. Supporting Homeland Security Task Forces and fusion centers;
3. Enhancing and integrating cybersecurity resiliency;
4. Enhancing election security; and
5. Supporting Border Crisis Response and Enforcement.
   - Example activities under border crisis response and enforcement support may include:
   - Participation in the Department of Homeland Security/Immigration and Customs Enforcement 287(g) training program;
   - Cooperation with Immigration and Customs Enforcement detainers; and
   - Other jurisdictional responsibilities to support the enforcement of United States immigration law.

These NPAs are rooted in the core mission areas of the NPG—prevention, protection, mitigation, response, and recovery—and reflect a whole-of-government approach to homeland security. Applicants should use these priorities to guide planning, investment, and implementation to drive measurable outcomes and long-term resilience.

b. Additional Information

1. Soft Targets and Crowded Places
   Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, cruise terminals, ferry system's/terminals, and similar facilities. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency.
2. Supporting Homeland Security Task Forces and Fusion Centers
   This priority supports the Administration's direction under Executive Order 14159, *Protecting the American People Against Invasion*, which calls for the establishment of Homeland Security Task Forces (HSTFs) nationwide. These multi-agency teams, composed of federal and local law enforcement partners—are tasked with disrupting and dismantling transnational criminal organizations, targeting cross-border human smuggling and trafficking networks (especially those involving children), and using all appropriate law enforcement tools to support lawful immigration enforcement.

   Activities under this NPA also enhance broader national efforts in:

- Counterterrorism
- Cybersecurity
- Border security
- Immigration enforcement
- Transnational organized crime
- Protection of economic and critical infrastructure

3. Cybersecurity
   Cybersecurity investments must support the security and functioning of critical port infrastructure and core capabilities as they relate to achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism at maritime infrastructure facilities. Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals, and the National Institute of Standards and Technology.

4. Election Security
   In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the Homeland Threat Assessment 2024 indicates that electoral processes remain an attractive target for many adversaries.

   Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and protecting against foreign interference are national security priorities. Because threats to election systems are constantly evolving, defending these systems requires constant vigilance, innovation, and adaptation. By integrating the directives of Executive Order 14248, *Preserving and Protecting the Integrity of American Elections*, into the Election Security NPA, recipients can ensure that their efforts contribute to a secure, transparent, and resilient electoral process, thereby reinforcing public trust and the integrity of democratic institutions.

5. Supporting Border Crisis Response and Enforcement
   State and local law enforcement agencies are essential partners in safeguarding national security and public safety. Pursuant to Executive Order 14159, Protecting the American People Against Invasion, it is the policy of the United States to enforce immigration laws against all inadmissible and removable aliens—particularly those who threaten the safety or security of the American people. This includes the efficient execution of these laws through lawful incentives and enhanced detention capabilities.

   This NPA supports efforts that align with this policy and promote cooperation between local and federal partners. Projects may include, but are not limited to:

   - Participation in the DHS/ICE 287(g) program, allowing trained local officers to support ICE with immigration enforcement;
   - Cooperation with ICE detainers and other jurisdictional responsibilities related to immigration

enforcement; and
- Supportive activities such as officer training, technology, and information sharing, operational support, and community engagement.

c. *Investment Justification*

Applicants must use the current Office of Management and Budget (OMB)-approved IJ template, available on Grants.gov, for each project proposed for PSGP funding—including M&A costs. Applications that do not use the official template, modify or leave data fields incomplete, or submit multiple attachments for a single IJ will not be considered. Each project must be entered on a separate tab within the template, which also includes the required detailed budget worksheet. The IJ is the sole document provided for field review and is utilized to make funding decisions. The FEMA GO project and budget features require only a single summary detailing the project(s) outlined within the IJ attachment.

Applicants may submit up to five IJs per application. Each IJ must address only one Port Area; projects spanning multiple Port Areas must be submitted as separate applications.

Each IJ must demonstrate:
- How the project addresses gaps or deficiencies in core capabilities identified in the National Preparedness Goal.
- Alignment with the PSGP's purpose and DHS/FEMA guidance.
- That the project is feasible, effective at reducing risk, and can be completed *within the period of performance.*

For allowable "Hub and Spoke" cybersecurity projects that span multiple port areas, the application should be submitted based on where the project will be implemented or provide the most benefit.

Large projects with components in different Port Areas (other than "Hub and Spoke" cybersecurity projects) must be submitted as separate applications for each area. All eligible applications will be reviewed by the applicable Captain of the Port (COTP).

For regional projects involving multiple partners, applicants must specify their funding request, role, and whether their portion can be completed independently. Applicants may not request funding for equipment or items intended solely for another agency's use.

The IJ template (found in the "Related Documents" tab on Grants.gov) must be completed for each project and must include the following sections:
1. Background
2. Strategic and Program Priorities
3. Impact
4. Funding/Implementation Plan/Timeline

File Naming Convention:
Name of Applicant Numbers (e.g., XYZ Oil_IJ 1-3)

d. Detailed Budget

A detailed budget worksheet is included in the IJ template and must be completed for each project. Budgets must be complete, reasonable, and cost-effective, with clear explanations for all costs (including M&A). Applications without a detailed budget narrative will not be considered.

Budgets must also demonstrate the required cost share—cash (hard match) for each project. Cash matches are direct expenditure. Federal funds from other grants cannot be used to meet the PSGP cost share, nor can the same in-kind contributions be used for multiple federal grants. See 2 C.F.R. § 200.306 for further guidance.

e. MOU/MOA Requirement for Security Services Providers

State and local agencies that are identified in the AMSP of their respective COTP/Federal Maritime Security Coordinator as providing security services to one or more MTSA regulated facilities within a Port Area may apply for PSGP funding and are not required to provide FEMA with an MOU/MOA. However, state, local, and territorial agencies that are not specifically identified in their respective AMSP but are otherwise required to provide port security services must have a signed MOU/MOA between the security service agency and the MTSA regulated facilities receiving these services within the applicant Port Area prior to receipt of PSGP funding and must include an acknowledgement of the security services, roles, and responsibilities of all entities involved. This includes agencies or entities that are new to the port area or are newly participating in Area Maritime Security Committee activities but are not yet included in the AMSP. These entities must have an MOU/MOA with the respective MTSA regulated facility pending AMSP updates. This information must be maintained by the grant recipient and provided to DHS/FEMA upon request; or verification through the field review process that the agency is identified within the MOU/MOA as an entity that provides maritime security services or is otherwise required to provide port security services.

The MOU/MOA must address the following points:

1. The nature of the security service that the applicant agrees to supply to the MTSA regulated facility (e.g., waterside surveillance, increased screening);
2. The roles and responsibilities of the MTSA regulated facility and the applicant during different Maritime Security levels;
3. An acknowledgement by the MTSA regulated facility that the applicant is part of the facility's security plan; and,
4. An acknowledgment that the applicant will provide semi-annual progress reports on project status to the local applicable Area Maritime Security Committee and/or COTP.

The signed MOU/MOA for state or local agencies providing security services to regulated entities should be submitted with the grant application as a file attachment within FEMA GO. A sample MOU/MOA can be found below. Applicants must use the following file naming convention for MOUs and MOAs:

Name of Applicant_MOU (Example: Harris County_MOU)

f. Port - Risk Assessment Methodology (Port-RAM)

FEMA has spent the past several years working with the USCG and various port authorities nationwide

to develop and test a process for identifying risk and prioritizing security investments unique to the port environment. This process, while currently voluntary, is specifically designed to facilitate prioritization of security investments port wide. Many potential recipients of FY 2026 PSGP funding have already completed the process. For those that have not yet completed the process, technical assistance is available to assist. For best results, we recommend this process be undertaken by an entity with a port wide mission (e.g., port authorities, merchant's exchanges, etc.) with participation from other key port partners to ensure a wholistic perspective. The results may then be used to guide and justify future PSGP investments. Please contact your FEMA headquarters Preparedness Officer to discuss.

g. Sensitive Security Information (SSI) Requirements

A portion of the information that is routinely submitted in the course of applying for funding or reporting under certain programs or that is provided in the course of an entity's grant management activities under those programs that are under federal control is subjected to protection under SSI requirements and must be properly identified and marked. SSI is a control designation used by DHS/FEMA to protect transportation security related information. It is applied to information about security programs, vulnerability and threat assessments, screening processes, technical specifications of certain screening equipment and objects used to test screening equipment, and equipment used for communicating security information relating to air, land, or maritime transportation. Further information can be found in 49 C.F.R. §§ 1520.1-15.20.19.

For the purposes of the PSGP, and due to the high frequency of SSI found in IJs, all IJs shall be considered SSI and treated as such until they have been subject to review for SSI by DHS/FEMA. This means that applicants shall label these documents as SSI in accordance with 49 C.F.R. § 1520.13.

D. Post-Application Requirements for Successful Applicants

Please see "Additional Restrictions" for information on National Incident Management System (NIMS) Implementation.



Step 4: Learn about the Award Review Process

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Application Review Information

A. Threshold Criteria

Applicants who have existing or recently closed PSGP awards that, as of the date of publication of this NOFO, are non-compliant with 2 C.F.R. § 200.329 (Monitoring and reporting program performance) requirements; or have 2 or more instances of delinquent reporting within the past 12 months, will not be considered for funding. To ensure timely completion of projects, FEMA may reduce the scope of projects submitted by applicants with a documented history of failing to complete projects within the 36-month period of performance.

B. Application Criteria

a. *Overview*

The PSGP uses a risk-based methodology for making funding decisions whereby each Port Area's relative threat, vulnerability, and consequences from acts of terrorism are considered. This approach helps ensure that program funding is directed toward those Port Areas that present the highest risks in support of the Goal a secure and resilient Nation. Please refer to the Preparedness Grants Manual for further information on the Goal. PSGP will only fund those eligible projects that close or mitigate maritime security risk vulnerabilities gaps as identified in the applicable AMSP, FSP, VSP, and/or Port-wide Risk Management Plan (PRMP). Projects that enhance business continuity and resumption of trade within a Port Area will also be considered for funding.

Projects submitted by a public sector applicant or projects otherwise certified by the USCG COTP as having a port-wide benefit (please see the cost match section of this NOFO for further information regarding what constitutes a port-wide benefit) will have their final scores increased by a multiplier of 10%.

FY 2026 PSGP applications will be evaluated through a three-part review and selection process that encompasses: 1) an Initial Screening; 2) a Field Review; and 3) a National Review. There are four core PSGP scoring criteria applied in each step of this process:

1. Projects that support development and sustainment of the core capabilities in the Goal.
    - Projects are ranked and weighted based on alignment with core capabilities across the five mission areas of the Goal: Prevention, Protection, Mitigation, Response, and Recovery. A composite score is given to each project to determine a Port Area prioritized ranking of all reviewed projects. The following scale shall be used:
      0=None; 1=Minimal; 3=Moderate; 9=Significant/Gap Filled

2. Projects that address priorities outlined in the applicable AMSP, FSP, and/or VSP, as mandated under the MTSA and/or in an applicable PRMP.
    - AMSP priorities are the top three Transportation Security Incidents (TSIs) (as defined in 46 U.S.C. § 70101(6)) ranked and correspondingly weighted. Each IJ will be given a score (using the same scale as the National Priorities module) based on how well it addresses one or more TSIs within the context of the five mission areas of the Goal. The following scale shall be used:

0=None; 1=Minimal; 3=Moderate; 9=Significant/Gap Filled

- COTPs may require proposed projects to be socialized with the COTP/Area Maritime Security Committee (AMSC) prior to applying. Applicants are encouraged to coordinate with the COTP/AMSC routinely to ensure their projects align with Port Area priorities.

3. Projects that are eligible and feasible, based on the period of performance. In addition, a recipient's past performance demonstrating competent stewardship of Federal funds may influence funding decisions.
    - IJs should justify the scope, breadth, and cost of a project, as well as a timeline for completing the project as required within this NOFO. Projects failing to demonstrate these minimum funding considerations may be denied funding. The following scale shall be used: 0=No Funding Recommended; 1=Funding Recommended

b. *National Review*

DHS/FEMA will lead a National Review. The National Review encompasses 1) a review by a panel of subject-matter experts (SME) from DHS/FEMA and other federal partners that validates the USCG COTP-led Field Review results; and 2) a detailed administrative/financial review of applications recommended for funding. As part of the National Review, the SME panel will increase the score of any proposed project that sufficiently addresses one or more of the NPAs by 20%. Projects that are not dedicated to specifically enhancing a National Priority will not receive a score increase (e.g., a port area patrol vessel that is not solely dedicated to patrolling the soft target/crowded place or a camera replacement project that includes a cybersecurity software installation will not receive a 20% score increase). To be considered for a 20% score increase, projects must be submitted as distinct and standalone, and dedicated to supporting NPA.

As part of the National Review, the SME panel may also recommend partial funding for individual projects and eliminate others that are determined to be duplicative or require a sustained federal commitment to fully realize the intended risk mitigation. In addition, the SME panel will validate proposed project costs. Decisions to reduce requested funding amounts or eliminate requested items deemed inappropriate under the scope of the PSGP will take into consideration the ability of the revised project to address the NPAs and whether it will achieve the intended risk mitigation goal. Historically, the PSGP has placed a high priority on providing full project funding rather than partial funding.

Elements of the application considered during the National Review include the following as specified within this NOFO:

- Eligibility of an applicant;
- Allowable costs;
- Required cost share; and
- Alignment with program priorities.

c. *Risk Score*

Independent of the Field and National Reviews, a risk score will also be calculated for each Port Area in which an eligible entity applies for PSGP funding. A Port Area risk score will be calculated based on the

relative threat, vulnerability, and consequences from acts of terrorism. The risk methodology used to calculate this score is focused on three elements:

- *Threat* – likelihood of an attack being attempted by an adversary;
- *Vulnerability* – likelihood that an attack is successful, given that it is attempted; and
- *Consequence* – effect of an event, incident, or occurrence.

The risk methodology determines the relative risk of terrorism faced by a given Port Area, considering the potential risk of terrorism to people, critical infrastructure, economic security, and national security missions. A risk and effective prioritization will then be applied to the SME panel's recommended list of projects for each Port Area. This analysis considers the following factors in producing a comprehensive national priority ranking of port security proposals:

- Relationship of the project to one or more of the National Priorities;
- Relationship of the project to the local port security priorities;
- Risk level of the Port Area in which the project would be located;
  - Those Port Areas that have a measurable risk of at least 1% of the overall maritime security risk based on the comprehensive DHS/FEMA risk methodology would be prioritized above those with less than 1% of the overall risk;
  - To ensure that the most effective projects are funded, the risk and effectiveness prioritization could be limited by Port Area, based on the Port Area's relative risk score; and
- Effectiveness and feasibility of the project to be completed in support of the priorities highlighted above during the period of performance.

Projects recommended for funding will also receive a detailed administrative/financial review to ensure compliance with all program requirements. As a part of this, applications will be reviewed to ensure there are no ineligible costs, there is an appropriate nexus to maritime security, etc.

FEMA may place a risk-based funding cap on Port Areas to ensure a broad distribution of program funds among multiple Port Areas. This will ensure that minimally effective projects in the highest risk Port Areas are not funded ahead of highly effective projects in lower risk Port Areas; however, this does not guarantee that Port Areas with minimal risk scores will receive funding. FEMA may reserve up to 5% of total program funding for allocation to highly effective projects, as identified and recommended by the U.S. Coast Guard, that would not otherwise be selected through the standard risk allocation formula.

C. Financial Integrity Criteria

Before making an award, the awarding agency is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.

2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Risk Review

Before making an award expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134, over the period of performance:

1. The awarding agency is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, the awarding agency will consider any comments by the applicant.

E. Reviewer Selection

National Review Panelists are comprised of FEMA's joint Federal agency working group member SMEs from USCG, Transportation Security Administration (TSA), Maritime Administration (MARAD), and FEMA. Administrative reviewers are comprised of full-time FEMA staff assigned to the PSGP. All reviewers are provided with review guidelines that are aligned to this NOFO and include references to ensure consistency and standardization of reviews.

F. Merit Review Process

Each COTP is responsible for establishing field reviews of applications submitted in support of his/her port area(s). In general, reviews are coordinated with local MARAD Gateway Directors.

G. Final Selection

FEMA summarizes a prioritized ranking of all projects recommended for funding based on Risk and Effectiveness (merit review). Funding recommendations are provided to inter-agency partners for concurrence. Recommended funding is then transmitted to the Secretary of Homeland Security for a final determination.

Intergovernmental Review

A. Requirement Description and State Single Point of Contact

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372. No further action is needed if you do not find a contact for your state in the latest version of the SPOC list.

Note: This requirement does not apply to tribal governments.

Step 5: Learn What Happens After Award

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Award Notices

A. Notice of Award

The AOR should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By applying, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically in FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent by the grant application system to the submitting AOR.

Recipients must accept their awards no later than sixty [60] days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work in the FEMA GO system.

Funds will remain on hold until the recipient accepts the award in FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

B. Pass-Through Requirements

Not Applicable. The PSGP does not permit pass-through funding.

C. Note Regarding Pre-Award Costs

Even if pre-award costs are allowed, beginning performance prior to award is at the applicant or sub-applicant's own risk.

D. Obligation of Funds

The grant funds are obligated in accordance with applicable laws, and no later than upon award.

E. Notification to Unsuccessful Applicants

Unsuccessful Applicants will be notified through the FEMA GO system after all successful awards have been made, but not sooner than October 1, 2026. Applicants may contact the program office for additional feedback.

Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is extended to cover additional plaintiffs, this provision will also not apply to any awards or subawards issued to those plaintiffs. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective. Also, pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is extended to cover additional plaintiffs, this provision will also not apply to any awards or subawards issued to those plaintiffs. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective.

In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Termination of a Federal Award

1. The termination condition below applies to the grant award and the "Termination of a Federal Award" term and condition in the FY 2026 DHS Standard Terms and Conditions does not.

2. Termination of the federal award by FEMA
   FEMA, in its sole discretion, may terminate the federal award in whole or in part for one of the following reasons consistent with 2 C.F.R. § 200.340:

   1. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
   2. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
   3. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
      i. FEMA determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
      ii. FEMA determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. FEMA determines that the design of the grant program is flawed relative to program goals or agency priorities;
iv. FEMA determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
v. FEMA changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

4. For convenience, including if the award no longer advances the national interest. Termination for convenience only applies to discretionary awards, as that term is defined at 2 C.F.R. § 200.1. The term "discretionary award" does not include grants where legislation establishes an entitlement to the funds on the part of the recipient, such as block grants or those awarded based on a statutory formula.

3. Termination of a Subaward by the Pass-Through Entity
   a. The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:
      i. If the subrecipient fails to comply with the terms and conditions of the federal award.
      ii. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
   b. If the pass-through entity's award has been terminated the pass-through entity must terminate its subawards.

4. Termination by the Recipient or Subrecipient
   The recipient or subrecipient may terminate the federal award in whole or in part as identified in 2 C.F.R. § 200.340 upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination
   a. When FEMA terminates the federal award in whole or in part before the end of the period of performance due to the recipient's or subrecipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
   b. When the federal award is terminated in part or its entirety, FEMA or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification requirements
   FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals
   Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination
   The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

B. DHS Standard Terms and Conditions

A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the federal award, unless a term and condition specifically indicates otherwise. The DHS Standard Terms and Conditions are available online and can be found at DHS Standard Terms and Conditions | Homeland Security. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) The DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act "; and (2) the DHS Standard Term and Condition titled "All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) the DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act"; and (2) the DHS Standard Term and Condition titled " All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order

remains in effect: the DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act ". If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective. As stated above, paragraph (2)(a)(ii) the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Note: While not a requirement in the DHS Standard Terms and Conditions, as a best practice, entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems.

Additionally, the recipient and subrecipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information per 2 C.F.R. § 200.303(e).

C. Financial Reporting Requirements

Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as SF-425, is integrated in FEMA GO but, for reference, is available online at Post-Award Reporting Forms.

Recipients must submit the FFR quarterly throughout the period of performance (POP) as detailed below:

Reporting Period	Report Due Date
Oct. 01–Dec. 31	Jan. 30
Jan. 01–March 31	April 30
April 01–June 30	July 30
July 01–Sept. 30	Oct. 30

The final FFR is due within 120 calendar days after the end of the POP.

FEMA may withhold future federal awards and cash payments if FFRs are not timely, complete, detailed, and accurate. FFRs showing inadequate progress may also cause future federal awards and cash payments to be withheld.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP.
2. A Performance Report must include:
    - A brief narrative of overall project(s) status.
    - A summary of project expenditures; and
    - A description of any potential issues that may affect project completion.

3. The Progress Report must be submitted through FEMA GO.
4. Performance Report Due Dates are as detailed below:

Reporting Period	Report Due Date
Jan. 01 -June 30	July 30
July 01 – Dec. 31	Jan. 30

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

1. The final request for payment, if applicable.
2. The final FFR.
3. The final progress report detailing all accomplishments.
4. A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
5. Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After the awarding agency approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334, this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in 2 C.F.R. § 200.344(e); subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to the awarding agency during the closeout of their prime award.

The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(e).

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award. FEMA will use available award information in lieu of final recipient reports, per 2 C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

F. Additional Reporting Requirements

Anytime there is a change in personnel for any of the awardees or if applicable, subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

G. Disclosing Information per 2 C.F.R. § 180.335

Before entering into a federal award, the applicant must notify the awarding agency if it knows that the applicant or any of the principals (as defined by 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
4. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

This requirement is fully described in 2 C.F.R. § 180.335. Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to the awarding agency at any time after entering into a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. §180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. §180.335 listed above.

H. Reporting of Matters Related to Recipient Integrity and Performance

Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10 million at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph (b) of Appendix XII;
2. The required reporting frequency is described in paragraph (d) of Appendix XII.

I. Single Audit Reports

A recipient expending $1 million or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507. Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

J. Monitoring and Oversight

Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for

the purpose of interviewing and discussion related to such documents or the federal award in general. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

K. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019), urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO, and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R. § 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowed and may not be charged to the federal award.

L. Payment Information

Recipients will submit payment requests in FEMA GO under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA is instituting additional reviews on all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures will ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, recipients will be notified by FEMA GO and the payment will be delivered pursuant to the recipient's SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients per 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreement ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual 4A-200, "Overall Disbursing Rules for All Federal Agencies."

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement in 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs" per 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submitting the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
    1. Subrecipient Funding Details (if applicable).
        - Is funding provided directly or indirectly to a subrecipient?
            - If **no**, include statement "This grant funding is not being directed to a subrecipient."
            - If **yes**, provide the following details:
                - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
                - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

- Whether the payment request includes an activity involving support to aliens.
- Whether the subrecipient has any diversity, equity, and inclusion practices.[1]

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

M. Immigration Conditions

Materiality of Pending Immigration Condition

An immigration term and condition, including those in the DHS Standard Terms and Conditions, may be material to the Department of Homeland Security's decision to make this grant award, and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Other Information

A. Period of Performance Extension

Extensions to the period of performance are allowed. See the Preparedness Grants Manual for information on period of performance extensions.

B. Environmental Planning and Historic Preservation (EHP) Compliance

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants and programs funded by FEMA comply with federal Environmental Planning and Historic Preservation (EHP) laws, Executive Orders, regulations, and policies.

Recipients and subrecipients propose projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, either new construction or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as

[1] Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is extended to cover additional plaintiffs, this provision will also not apply to any awards or subawards issued to those plaintiffs. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is extended to cover additional plaintiffs, this provision will also not apply to any awards or subawards issued to those plaintiffs. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on October 31, 2025, in *City of Seattle v. Trump, et al.*, No. 2:25-cv-01435-BJR (W.D. Wa.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act " does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is extended to cover additional plaintiffs, this provision will also not apply to any awards or subawards issued to those plaintiffs. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

As stated above, Paragraph(2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

threatened or endangered species, and historic properties; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures, alternative courses of action, or both that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures, alternative courses of action, or both to lessen impacts on EHP resources and bring the project into EHP compliance. If a proposed project has been evaluated by another federal agency, FEMA may be able to streamline portions of the EHP review by adopting or supplementing previous analyses performed under the National Environmental Policy Act. If the proposed project has previously been reviewed by another federal agency, please provide those documents for FEMA's consideration.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions.

The EHP screening form is available at Environmental & Historic Preservation Grant Preparation Resources.

C. Procurement Compliance

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317-200.327. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT). The Procurement Under Grants Policy Guide (PUGPG) and additional resources can be found on the PDAT website at Procurement and Contracting.

When conducting procurement transactions under a federal award, states, Indian Tribes (Tribal Nations), the District of Columbia, U.S. territories, and their agencies must follow their own documented procurement policies and procedures as outlined in 2 C.F.R. § 200.317. They are also required to comply with rules for domestic preferences (2 C.F.R. § 200.322), the use of recovered materials (2 C.F.R. § 200.323), and ensure all necessary contract provisions are included (2 C.F.R. § 200.327). If these entities do not have documented procurement policies or procedures, they must follow the federal procurement rules listed in 2 C.F.R. §§ 200.318–200.327.

Note: Tribal Nations are exempt from the recovered materials requirements in 2 C.F.R. § 200.323.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable state, local, tribal, and territorial (SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. §§ 200.318–200.327.

Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB updated various parts of Title 2 of the Code of Federal Regulations, among them the procurement standards. These revisions apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless specified otherwise. The changes include updates to the Federal Procurement Standards, which govern how FEMA award recipients and subrecipients must purchase under a FEMA award.

More information on OMB's revisions to the Federal Procurement Standards can be found in Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet.

Threshold Increases Effective October 1, 2025

Effective October 1, 2025, the United States Office of Management and Budget increased the Federal micro-purchase threshold from $10,000 to $15,000 and the Federal simplified acquisition threshold from $250,000 to $350,000. These updated thresholds now apply to recipient and subrecipient activities under 2 C.F.R. Part 200, including procurements and budget approval requests executed on or after October 1, 2025, for all open financial assistance awards.

Procurement Standards: Competition and Conflict of Interest

All procurement transactions under a federal award must provide for full and open competition. To ensure compliance, recipients and subrecipients must avoid practices that restrict competition. Examples of restrictive practices include, but are not limited to:

- Placing unreasonable requirements on firms to qualify to do business;
- Requiring unnecessary experience or excessive bonding;
- Engaging in noncompetitive pricing practices between firms or affiliated companies;
- Awarding noncompetitive contracts to consultants on retainer;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered; and
- Taking arbitrary actions during the procurement process.
-

Real Conflict of Interest

Under 2 C.F.R. § 200.318(c)(1), local government and nonprofit recipients or subrecipients must maintain written standards of conduct to address conflicts of interest. Employees, officers, or agents involved in the selection, award, or administration of contracts are prohibited from participating if they have a real or apparent conflict of interest. A conflict arises when the individual, their immediate family, partner, or an organization they are affiliated with has a financial or other interest in, or stands to benefit from, a firm considered for a contract.

Additionally, officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or subcontractors. However, recipients or subrecipients may establish standards for situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Violations of these standards must result in disciplinary actions as outlined in the recipient's or subrecipient's policies.

Organizational Conflict of Interest

Under 2 C.F.R. § 200.318(c)(2), recipients or subrecipients with a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial (SLTT) government must maintain written standards of conduct to address organizational conflicts of interest. An organizational conflict of interest occurs when a relationship with a parent company, affiliate, or subsidiary compromises, or appears to compromise, the recipient's or subrecipient's impartiality in conducting a procurement action.

Recipients or subrecipients must disclose any potential organizational conflicts of interest in writing to FEMA or the pass-through entity, as required by FEMA policy.

Contractors Drafting Requirements

Per 2 C.F.R. § 200.319(b), contractors that develop or draft specifications, statements of work, invitations for bids, or requests for proposals are prohibited from competing for those procurements. FEMA considers this an organizational conflict of interest and extends this restriction to contractors who assist recipients or subrecipients in developing grant applications, project plans, or budgets.

This prohibition also applies to former employees who worked on such activities while employed by the recipient or subrecipient. Unless the recipient or subrecipient solicits and awards a contract that explicitly includes both the development and execution of specifications (or similar elements), and the contract was procured in compliance with 2 C.F.R. §§ 200.317–200.327, federal funds cannot be used to pay the contractor to perform the work. This rule applies to all contracts funded with federal grant funds, including pre-award costs (e.g., grant writer fees) and post-award costs (e.g., grant management fees).

Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information on General Services Administration programs, including multiple award schedules, for states, Tribal Nations, and local governments, and their instrumentalities, can be found in Purchasing Resource and Support for State and Local Government.

Procurement Documentation

Per 2 C.F. R. § 200.318(i), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement. These records must include but are not limited to the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and Tribal Nations are reminded that in order for any cost to be allowable, it must be adequately documented per 2 CFR §200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

D. Buy America Preference Requirements for Infrastructure

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure project are produced in the United States.

Recipients and subrecipients provided funds under this program for an infrastructure project must comply with FEMA's implementation requirements of the Build America, Buy America Act, as detailed in FEMA's Buy America Preference Policy. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects, and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information about FEMA's implementation of the Buy America Preference, please visit FEMA's Buy America Preference webpage at Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or

- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

E. Mandatory Disclosures

The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award, 2 C.F.R. § 200.113.

F. Adaptive Support

Pursuant to Section 504, of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

G. Record Retention

Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted per 2 C.F.R. §200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period may be longer than three years or have a different start date in certain cases.

Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

H. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R.§ 200.208 and 2 C.F.R.§ 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R.§ 200.339. or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Part 7 and 44 C.F.R. Part 19 or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

I. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS Office of Inspector General (OIG), the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

Contacts and Appendices

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Contacts

A. Program Office

FEMA has assigned region-specific Preparedness Officers for the PSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-gpd-grantprograms@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. ET.

B. FEMA Grants News

FEMA Grants News provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News is reachable at fema-grants-news@fema.dhs.gov or (800) 368-6498, Monday through Friday, 9 a.m. – 5 p.m. ET.

C. Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov.

D. Procurement Under Grants Division

The Procurement Disaster Assistance Team (PDAT) and Buy America Branch (BAB) within GPD's Procurement Under Grants Division offer technical support to ensure compliance with federal procurement and domestic preference standards for FEMA awards. You can reach PDAT at fema-gpd-pdat@fema.dhs.gov and BAB at fema-grants-buyamerica@fema.dhs.gov. When reaching out, please include your FEMA grant program point of contact for reference.

E. FEMA Regional Offices

FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at Regions, States and Territories.

F. Civil Rights

Consistent with Executive Order 14173, Ending Illegal Discrimination & Restoring Merit-Based Opportunity, the FEMA Integration and Coordination Division (ICD) is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at fema-ocr@fema.dhs.gov.

G. Environmental Planning and Historic Preservation

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

H. Payment and Reporting

FEMA uses FEMA GO for financial reporting, invoicing, and tracking payments. The Direct

Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

I. FEMA GO

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

J. FEMA Preparedness Toolkit

Not Applicable.

K. Preparedness Grants Manual

Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual at Preparedness Grants Manual.

Appendix

Appendix I
Specific guidance on allowable costs:

Training

Port areas should assess their training and qualification requirements and coordinate the training needs and qualification requirements of incident response personnel. Funding for personnel training is limited to those courses that are essential to enhance *maritime* security, are certified training courses, and personnel costs of only the applicant agency personnel are allowed. A list of courses that are currently approved for PSGP funding is included in the table below.

Some training activities require EHP Review, including training that requires any type of land, water, or vegetation disturbance, or building of temporary structures, or that are not located at facilities designed to conduct training. Additional information on the EHP review process can be found online at Environmental & Historic Preservation Grant Preparation Resources | FEMA.gov.

Funding for certified training **courses not listed** in the table below may be permitted on a case-by-case basis depending on the specific maritime security risk mitigation training needs of the eligible PSGP applicant. In such cases, an applicant **MUST** provide the course number, course description, training service provider, explain in the IJ why none of the approved courses referenced in the table below satisfy the identified training need, and submit detailed course information for review and consideration by the local COTP field review team and the Nation Review Panel. In-house training not provided by certified instructors, and certification not provided to graduating students equivalent to the FEMA, State, and Federal Course Catalogs, will not be considered for funding.

Further, in accordance with 46 U.S.C. § 70107(c)(2)(C), no cost share is required to train public safety personnel in the enforcement of security zones under section 46 U.S.C. § 70132 or assisting the enforcement of such security zones. Per 46 U.S.C. § 70132(d), the term “public safety personnel” includes any federal, state (or political subdivision thereof), territorial, or tribal law enforcement officer, firefighter, or emergency response provider.

Trainings denoted with an asterisk (*) in the table below are exempt from cost share only to train public safety personnel who enforce security zones. Additional training of public safety personnel may be exempt if specifically identified by the COTP as exempt and necessary for enforcement or the assistance of enforcement of security zones as specified by 46 U.S.C. § 70132. Requests that fail to include a cost share for training that is not exempt from cost share requirements as outlined in 46 U.S.C. § 70132 will not be considered for funding. Training for public safety personnel who do not provide enforcement of security zones are not exempt from cost share. Training rosters and certificates must be provided to FEMA upon request. Please consult your COTP prior to requesting cost share exempt training for enforcement of security zones.

Seminars, drills, and workshops are not considered “Training;” however, applicants wishing to host

seminars, drills, or workshops with PSGP funding may be eligible for funding following the criteria set forth in the "Exercise" section of this guidance.

Approved PSGP Training Courses

National Training and Education Division	
Course Number	**Course Name**
AWR-144	Port and Vessel Security for Public Safety and Maritime Personnel
AWR-213	Critical Infrastructure Security and Resilience Awareness
AWR-366-W	Developing a Cyber Security Annex for Incident Response
MGT-335	Event Security Planning for Public Professionals
MGT-335-W	Event Security Planning for Public Professionals, Web Based
MGT-400	Master of Arts Degree in Homeland Security
MGT-425	Homeland Security Executive Leaders Program (ELP)
MGT-452	Physical and Cybersecurity for Critical Infrastructure
MGT-456	Integration of Cybersecurity Personnel into the Emergency Management Operations Center for Cyber Incidents
PER-330	The Surface Transportation Emergency Preparedness and Security for Mass Transit and Passenger Rail (STEPS-PT)
PER-331	Surface Transportation Emergency Preparedness and Security for Senior Officials or Administrators (STEPS Sr)
Federal-Sponsored	
Course Number	**Course Name**
DHS-006-PREV	Seaport Security Anti-Terrorism Training Program (SSATP)
DHS-011-PREV	Maritime PRND Operations Course
DHS-016-PREV	Protective Measures Training for Security Officers, Mid-Level Safety/Security Supervisors, and Property Managers
*DHS-011-PROT	NASBLA BOAT Tactical Operators Course
*DHS-009-PROT	Boat Operator's Anti-Terrorism Training
DHS-126-RESP	NASBLA BOAT Crew Member Course
*DHS-128-RESP	NASBLA - Pursuit and Stop Course
State-Sponsored	
Course Number	**Course Name**
CA-006-PREV	Maritime Company, Vessel, and Facility Security Officer
CA-007-PREV	Basic Maritime Security Awareness
CA-008-PREV	Basic First Responder Operational Maritime Security (FROMS)
CA-015-RESP	Maritime Facility Security Officer
CA-020-RESP	WMD & Terrorism Awareness for Security Professionals
ME-001-PROT	Maritime Security Awareness for Military, First Responder and Law Enforcement Personnel

ME-002-PROT	Command Strategies and Tactics for Marine Emergencies
*ME-003-PROT	Tactical Boat Operations for Maritime Security and LE Personnel
ME-002-RESP	Emergency Medical Operations in the Maritime Domain
NJ-003-PREV	Government Agency Maritime Security Awareness Program (GAMSAP)
NJ-015-PREV	Security Awareness & Vigilance for Everyone
NY-001-PREV	Maritime Infrastructure Protection
NY-001-PROT	Safe Boat Operators
*NY-002-PREV	Tactical Escorts and Security Zones
NY-002-PROT	Pattern Line Search/Recovery Course
NY-004-RESP	Vehicle Borne Improvised Explosive Device Security Checkpoint
Federal Law Enforcement Training Center (FLETC)	
Course Number	**Course Name**
*MTOTP	Marine Law Enforcement Training Program
IBOT	Inland Boat Operator's Training
ENTP	Electronic Navigation Training Program
*BOAT	Boat Operator's Anti-Terrorism Training Program
*MLETP	Marine Law Enforcement Training Program
*CVBTP	Commercial Vessel Boarding Training Program
*SSATP	Seaport Security Anti-Terrorism Training Program

a. *Awareness Campaigns*

Program funds may be used for developing and implementing campaigns to raise public awareness of indicators of terrorism and terrorism-related crime, and for associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. DHS currently sponsors or supports a number of awareness campaigns. Please review materials, strategies, and resources at https://www.dhs.gov/dhs-campaigns before embarking on the development of an awareness campaign for local constituencies and stakeholders.

Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign ("campaign") using grant funds work directly with the DHS Office of Partnership and Engagement (OPE). This will help ensure that the awareness materials (e.g., videos, posters, trifolds, etc.) remain consistent with DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the campaign's office ***(seesay@hq.dhs.gov),*** must be facilitated by the applicable FEMA HQ Preparedness Officer.

Exercises

Exercises funded under the PSGP typically include seminars and workshops, along with tabletops, functional, drills, and full-scale exercises. PSGP-funded exercises must have a maritime security focus and include applicable documentation, after action reports, and improvement plans. See below for additional information.

Maritime entity training needs and qualification requirements of incident response personnel should be regularly tested through emergency exercises and drills. Exercises must test operational protocols that would be implemented because of a terrorist attack in the maritime environment in accordance with the Area Maritime Security Training Exercise Program (AMSTEP) or the TSA Intermodal Security Training Exercise Program (I-STEP) guidelines. AMSTEP or I-STEP exercises will follow the latest change in requirements contained in the Navigation and Inspection Circular (NVIC) 09-02. Exercises must be designed, developed and conducted consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). Funding used for exercises will only be permitted for those exercises that are in direct support of a MTSA-regulated facility or a port area's MTSA-required exercises (*see* 33 C.F.R. § 105.220 for a facility and 33 C.F.R. § 103.515 for the AMSP). These exercises must be coordinated with the COTP and AMSC and be consistent with HSEEP.

Some exercise activities require EHP Review, typically including drills, functional and full-scale exercises that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct exercises. Additional information on EHP review can be found online at Environmental & Historic Preservation Grant Preparation Resources | FEMA.gov.

Recipients are required to submit an After-Action Report/Improvement Plan (AAR/IP) for each PSGP-funded exercise to hseep@fema.dhs.gov, and the appropriate local COTP no later than 90 days after completing the exercise conducted within the PSGP period of performance. Recipients are reminded of the importance of implementing corrective actions iteratively throughout the progressive exercise cycle. Recipients are required to use the HSEEP AAR/IP template located at https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning.

Recipients of PSGP funding for exercises should verify in progress reports the completion of the exercise(s), after-action report(s), improvement plan(s), and notifications made to hseep@fema.dhs.gov and the COTP.

PSGP funds may be used for the following exercise activities:

1. **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.** This includes costs related to planning, meeting space, and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. See "2 C.F.R. § 200.432 Conferences" for related allowable costs. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. Any shortcoming or gap identified, including those for children and individuals with disabilities or other access and functional needs, should be identified in an effective corrective action program that includes development of improvement plans that are dynamic documents, with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.
2. **Hiring of Full- or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support exercise-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. § 200.317-200.327. Dual compensation is never allowed, meaning, in other words, that an employee of a unit of government may not receive compensation from his or her unit or agency of government and from an award for a single period of time (e.g., 1 p.m. to 5 p.m.), even though such work may benefit both entities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses

are for the allowable activities within the scope of the grant.

3. **Overtime and Backfill Costs.** The entire amount of overtime costs, including payments related to backfilling personnel that are a direct result of time spent on designing, developing and conducting exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is more restrictive. Dual compensation is never allowable.
4. **Travel.** Domestic travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s). International travel costs are not permitted.
5. **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
6. **Other Items.** These costs include the rental of space/locations for exercise planning and executing, rental of equipment, etc. Recipients are encouraged to use free public space, locations, or facilities, whenever available, before renting space, locations, or facilities. These also include costs that may be associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

The National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Recipients are strongly encouraged to nominate exercises into the NEP. For additional information on the NEP, please refer to http://www.fema.gov/national-exercise-program.

Organization Costs

Allowable organization-related costs are limited to those activities associated with new and ongoing maritime security operations essential to the national priorities. All such activities must be focused exclusively on maritime security and coordinated with the local Captain of the Port (COTP). PSGP funding used for organizational costs will only fund immediate needs for personnel that will be directly engaged in maritime security activities. Allowable organization personnel costs include:

1. Backfill, Overtime, Hiring of Full or Part-Time Personnel or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support maritime-security-related activities and/or training or exercises conducted under this grant only for the allowable activities within the scope of the grant. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Salary and fringe benefit payments must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or awarding agency. Dual compensation is not allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Limitations may apply for grant related activities. See specific guidance provided within this Manual for additional details on allowable organization costs (i.e., Training – Personnel costs are limited to backfill and overtime).

2. Hiring new, full-time personnel to:
   - Operate maritime security patrol vessels (first response agencies only);
   - Staff a new or expanded interagency maritime security operation center;

- Support maritime security/counterterrorism efforts in the local Joint Terrorism Task Force (JTTF) and/or fusion center; and
- Support credentialing access to an MTSA facility.

3. Backfill and Overtime costs for existing personnel to:
   - Operate patrol vessels in support of pre-planned, mission critical activities, as identified by the local COTP (not including routine patrol); and
   - Attend approved maritime security training courses.
   - Participate in approved maritime security exercises.
4. Personnel or contracted costs to:
   - Install, repair, and replace maritime security equipment. Note this does not include routine maintenance, such as oil changes and daily/weekly systems tests; and
   - Management and administration (M&A) of projects funded under this program.
   - Design, develop and conduct maritime security exercises.
5. Contracted costs to:
   - Provide approved training courses; and
   - Provide warranty, maintenance, and service agreements for equipment purchased under this grant.

Organization costs will only be funded to address port (or facility) security needs as outlined in this NOFO. PSGP funding for new permanent or part-time personnel will not exceed the 36-month period of performance. Applicants must provide reasonable assurance that personnel costs can be sustained beyond the 36-month award period. A sustainment plan must be submitted with the applicant's IJ to address the 12-month period beyond the period of performance of the award.

Small Unmanned Aircraft Systems
Only sUAS listed on the Defense Contract Management Agency "Blue List" of cleared drones, and compliant with all applicable laws and policies, are eligible for reimbursement. The current Blue List can be found at: https://bluelist.appsplatformportals.us/UAS-Cleared-List/.
UAS projects that are approved during the merit review and included in the FEMA/DHS award do not require additional review. Any post-award request to add sUAS to the scope of work will be considered only on a limited, case-by-case basis and must receive prior written approval.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **7/14/2026**

Brazoria County Community Development Block Grant - Mitigation

Approve the resolutions regarding adopting required Community Development Block Grant - Mitigation (CDBG-MIT):

- Civil Rights policies
- Citizen Participation Plan and Grievance Procedures
- Section 3 Policy
- Section 504 Policy and Grievance Procedures
- Code of Conduct Policy, and a
- Fair Housing Policy

Policies are for funds pertaining to the Texas General Land Office (GLO) allocation to Brazoria County for Community Development Block Grant - Mitigation (CDBG-MIT) Contract #24-065-201-F504.

Further, authorize the County Judge to sign the required policy documents on behalf of Brazoria County.

Resolution Regarding Civil Rights
Brazoria County, Texas

Whereas, Brazoria County, Texas, (hereinafter referred to as "Brazoria County") has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, Brazoria County, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, Brazoria County, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, Brazoria County, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

Whereas, Brazoria County, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), has adopted an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, Brazoria County, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, Brazoria County, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, Brazoria County, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Section 504 Policy and Grievance Procedures;
4. Code of Conduct Policy; and
5. Fair Housing Policy.

Passed and approved this _____ day of _____, 2026.

_____ _____

Signature of Elected Official
Brazoria County

Printed Name of Elected Official

BRAZORIA COUNTY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Brazoria County offices, 237 E Locust, Angleton, TX 77515-4642, (Street Address), (979) 849-1200 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the County Judge of Brazoria County at 237 E Locust or may call (979) 849-1200.

2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the District Attorney within five (5) working days after the date of the complaint or grievance was received.

3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.

4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT office for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The County shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;

2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;

3. Furnish citizens information, including but not limited to:
    a) the amount of CDBG-MIT funds expected to be made available
    b) the range of activities that may be undertaken with the CDBG-MIT funds
    c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons and/or unmet need.
    d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti- displacement and relocation plan;

4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and

5. These outreach efforts may be accomplished through one or more of the following methods:
    a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
    b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
    c) Posting of notice on the local entity website (if available);
    d) Public Hearing; or
    e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
        i. Certified mail
        ii. Electronic mail or fax
        iii. First-class (regular) mail
        iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. 1. Furnish citizens information, including but not limited to:
    (a) The amount of CDBG-MIT funds available per application;
    (b) The range of activities that may be undertaken with the CDBG-MIT funds;
    (c) The estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons or unmet needs; and
    (d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's anti- displacement and relocation plans required under 24 CFR 570.488.

2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A public posting may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able

to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

5. County may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.

6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

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

Signature Name, Title

_____

Date

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), Brazoria County agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the Brazoria County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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

Signature Name, Title

_____

Date

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Brazoria County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. Brazoria County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. Brazoria County's recruitment materials or publications shall include a statement of this policy in 1. above.

4. Brazoria County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, Brazoria County shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Brazoria County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to the County Judge, 237 E Locust, Angleton, TX, 77515-4642 or call (979) 849-1200**,** who has been designated to coordinate Section 504 compliance efforts.

   c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

   d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

   e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the County Judge**.** Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

   f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by County Judge**,** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

   g. The Section 504 coordinator shall maintain the files and records of the Brazoria County relating to the complaint files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to Brazoria County within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Brazoria County complies with Section 504 and HUD regulations.

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

Signature Name, Title

_____

Date

Code of Conduct Policy of Brazoria County

As a Grant Recipient of a CDBG-MIT contract Brazoria County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of Brazoria County shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of Brazoria County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the Brazoria County District Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

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

Signature Name, Title

_____

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

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

1. Brazoria County agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).

2. Brazoria County agrees to plan at least one activity during the contract term to affirmatively further fair housing.

3. Brazoria County will introduce and pass a resolution adopting this policy.

As officers and representatives of Brazoria County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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

_____
Date

Resolution Regarding Civil Rights
Brazoria County, Texas

Whereas, Brazoria County, Texas, (hereinafter referred to as "Brazoria County") has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, Brazoria County, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, Brazoria County, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, Brazoria County, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

Whereas, Brazoria County, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), has adopted an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, Brazoria County, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, Brazoria County, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, Brazoria County, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Section 504 Policy and Grievance Procedures;
4. Code of Conduct Policy; and
5. Fair Housing Policy.

Passed and approved this 14 **day of** July **, 2026.**

Signature of Elected Official
Brazoria County

L. M. "Matt" Sebesta, Jr
Printed Name of Elected Official

BRAZORIA COUNTY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Brazoria County offices, 237 E Locust, Angleton, TX 77515-4642, (Street Address), (979) 849-1200 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the County Judge of Brazoria County at 237 E Locust or may call (979) 849-1200.

2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the District Attorney within five (5) working days after the date of the complaint or grievance was received.

3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.

4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT office for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The County shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;

2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;

3. Furnish citizens information, including but not limited to:
   a) the amount of CDBG-MIT funds expected to be made available
   b) the range of activities that may be undertaken with the CDBG-MIT funds
   c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons and/or unmet need.
   d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti- displacement and relocation plan;

4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and

5. These outreach efforts may be accomplished through one or more of the following methods:
   a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
   b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
   c) Posting of notice on the local entity website (if available);
   d) Public Hearing; or
   e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
      i. Certified mail
      ii. Electronic mail or fax
      iii. First-class (regular) mail
      iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. 1. Furnish citizens information, including but not limited to:
   (a) The amount of CDBG-MIT funds available per application;
   (b) The range of activities that may be undertaken with the CDBG-MIT funds;
   (c) The estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons or unmet needs; and
   (d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's anti- displacement and relocation plans required under 24 CFR 570.488.

2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A public posting may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able

to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

5. County may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.

6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

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

July 14 2026
Date

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), Brazoria County agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

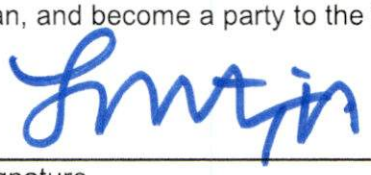
E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the Brazoria County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Signature

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

July 14, 2026
Date

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Brazoria County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. Brazoria County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. Brazoria County's recruitment materials or publications shall include a statement of this policy in 1. above.

4. Brazoria County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, Brazoria County shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Brazoria County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to the County Judge, 237 E Locust, Angleton, TX, 77515-4642 or call (979) 849-1200, who has been designated to coordinate Section 504 compliance efforts.

   c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

   d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

   e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the County Judge. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

   f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by County Judge, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

   g. The Section 504 coordinator shall maintain the files and records of the Brazoria County relating to the complaint files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to Brazoria County within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Brazoria County complies with Section 504 and HUD regulations.

Signature

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

July 14, 2026
Date

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The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

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As officers and representatives of Brazoria County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

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

July 14, 2026
Date

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **7/14/2026**

Brazoria County Community Development Block Grant and HOME Investment Partnerships Grant Local Administrative and Financial Policies and Procedures

Approve updated policies and procedures for the local administration of the Community Development Block Grant and HOME Investment Partnerships Grant programs including procedures for the financial management of grant funds. Policies support the administration of related CDBG programs including CDBG Disaster Recovery and Mitigation grant programs. Other updates include changes based on federal regulatory guidance, current department operations and staff and management recommendations.

Brazoria County



CDBG and HOME

Administrative Policies and Procedures

July 14, 2026

BRAZORIA COUNTY

ADMINISTRATIVE POLICIES AND PROCEDURES

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ATTACHMENTS

A. Organizational Chart
B. CD Staff Job Descriptions (by reference only)
C. Forms (by reference only)
CDBG Application (Public Services; Public Facility)
HOME Rehabilitation Application
HOME Rehab Inspection/Assessment Report
CDBG/HOME File Checklist
CDBG Public Infrastructure Contract & Required Clauses Checklist
Preconstruction Meeting-DBRA Requirements Certificate of Receipt
10-Day Wage Rate Verification
Contractor Eligibility Verification Form
Subcontractor Eligibility Verification Form
Section 3 Employee Certification
Section 3 Business Concern Certification
Section 3 Monthly Report

ATTACHMENTS BY REFERENCE ONLY

2 CFR Part 200 – Uniform Administration Requirements, Cost Principles and Audit Requirements
24 CFR Part 58 – Environmental Review Procedures
24 CFR Part 570 – CDBG
24 CFR Part 92 – HOME
Local Government Code Chapter 252
Local Government Code Chapter 2269
Brazoria County Purchasing Policy and Procedure Manual

BRAZORIA COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

INTERNAL OPERATING GUIDELINES AND PROCEDURES

I. PURPOSE

These Guidelines and Procedures are to provide guidance and consistent approach through which the Community Development Program developed or sponsored by Brazoria County will be implemented. They are not, nor are they intended to be, all inclusive of every activity within the Department. These Guidelines will apply to the Community Development Grant Programs, except where noted differently in specific Policy or Guidelines. These Guidelines are in addition to County Policies.

II. Key Definitions

The Act: The Housing and Community Development Act of 1974 makes funds available to qualified cities and counties to develop viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities.

Action Plan: An annual plan that outlines proposed housing and community development objectives, activities, and budget for the program year. The plan includes information regarding federal, state, and local funding resources; a description of each activity to be implemented; and other actions that will be taken to address barriers to affordable housing, support anti-poverty strategies, and facilitate fair housing.

Administrative Cap: A maximum of 20 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on planning and administration costs.

Affirmatively Furthering Fair Housing Plan (AFFH): An analysis of fair housing that will assist a community to take meaningful actions to combat discrimination, end segregation, and foster inclusive communities.

CDBG: The Community Development Block Grant program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to over 1,200 general units of local government and States.

CDBG Recipient: Local governments are known as grantees or recipients and also referred to as units of general local government (UGLG).

CFR: The Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.

Citizen Participation Plan: A plan prepared in accordance with 24 CFR 570.486 which describes how an entitlement community/ grantee will include and encourage citizen participation, especially by low- and moderate-income citizens.

Conflict of Interest: When an individual or organization is involved in multiple interests, one of which could corrupt or be perceived as corrupting the fair and objective allocation of funds or procurement of goods and services.

Consolidated Annual Performance and Evaluation Report (CAPER): An annual report submitted to HUD in accordance with 24 CFR Part 91, on the objectives, activities, and budget set forth in the Annual Action Plan and the progress on the threefive-yearyear consolidated plan.

Consolidated Plan: The Consolidated Plan is a three-to five-year strategic plan prepared in accordance with 24 CFR Part 91, and describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD's Office of Community Planning and Development (CPD) formula programs, including CDBG. An approved Consolidated Plan is one which has been approved by HUD.

Contractors: A contractor is an entity paid with federal grant funds in return for a specific service (e.g., construction). Contractors must be selected through a competitive procurement process.

Corrective Action Plan: A plan prepared by a subrecipient to correct issues of non-compliance within a specific schedule.

Cost Allocation: The identification, aggregation, and assignment of centralized costs.

Cost Allocation Plan: A description of a process whereby services provided on a centralized basis (e.g., information technology, purchasing, accounting services) can be identified and assigned to benefitted departments on a reasonable and consistent basis.

CPD: The Office of Community Planning and Development is an office within HUD that administers and provides federal oversight of the CDBG and HOME programs, along with other federal programs that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons.

Davis-Bacon Act: Establishes the requirement for paying the local prevailing wages and fringe benefits, as determined by the U.S. Department of Labor. It applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.

Department Program: An eligible activity or service provided by Community Development staff through a non-competitive application process.

Draw Down: Refers to the process of requesting and receiving grant funds from HUD. Grantees draw down funds from a line of credit established by HUD in IDIS. Subrecipients typically draw down funds from grantees.

Economic Development: Activities to improve the economic health and standard of living in a community that generally include job creation or retention goals. Depending on the nature of the activity, eligible economic development activities may be subject to public services or administrative caps.

Entitlement Community: A city in a metropolitan area with a population of 50,000 or more, a principal city of a metropolitan area, or an urban county with a population of at least 200,000 (excluding the population of metropolitan cities located therein) that receives an annual allocation

of CDBG funds directly from HUD under the CDBG Entitlement Program. Entitlement Communities that lose population may still be "grandfathered" into the program and continue to receive grant funding. An Entitlement Community is sometimes referred to by HUD as a grantee or recipient.

Entitlement Grant: Federal funds received by an entitlement community in a program year.

Environmental Review Record (ERR): An assessment report of the effects a federally funded project will have on the environment and must be completed before any funds are expended on a project. The assessment is completed in HEROS and follows the requirements of 24 CFR Parts 50 and 58.

Funding Cycle: The time period associated with the allocation of projected HUD grant funds for the upcoming program year(s). The funding cycle is most commonly an annual cycle that runs concurrently with the County's fiscal year of October 1 through September 30.

HUD'S Environmental Review Online System (HEROS): An online system for developing, documenting, and managing environmental reviews. Access to this system is requested from the HUD Region V Environmental Officer.

Household: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or unrelated persons who share living arrangements.

Housing Rehabilitation: Activities that assist homeowners with the repair, rehabilitation, or reconstruction of owner-occupied and rental units.

HUD: The U.S. Department of Housing and Urban Development (HUD). HUD establishes the regulations and requirements for the grant programs and has oversight responsibilities for the use of its grant funds.

HUD Guidelines: All tools, guidebooks, trainings, notices, and other guiding materials and correspondence provided by HUD or CPD regarding the laws and regulations of its federal grant programs.

Integrated Disbursement and Information System (IDIS): An on-line nationwide database that provides HUD with current information regarding program activities and funding data. User identifications and passwords are issued by HUD.

Income: Gross income for a household as defined by 24 CFR Part 5 is used for all CDBG and HOME funded programs.

Indirect Costs: Costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Indirect Cost Rate: A device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio, expressed as a percentage, of the indirect cost rate.

Indirect Cost Rate Proposal: The documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate.

Low- and Moderate Income: Low- and moderate income (also referred to in this manual as LMI) means family or household annual income less than the Section 8 Low income Limit,

generally 80 percent of the area median income, or a person within such household, as established by HUD. A minimum of 70% of all households receiving services using CDBG funding must have a low-moderate income.

Low-Income Household/Family: A household/family having an income equal to or less than the Section 8 Very Low Income limit (50% of the area median income) as established by HUD.

Minimum Contracting Standards: A set of standards required before the execution of a Subrecipient Agreement. The standards indicate the minimum administrative and financial framework required to manage public funds.

Minority Business Enterprise (MBE): A business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

Moderate Income Household/Family: A household/family having an income equal to or less than the Section 8 Low Income limit (80% of area median income) established by HUD, but greater than the Section 8 Very Low Income limit (50% of the area median income) established by HUD.

Monitoring Visits: Visits to subrecipient programs by the Community Development Department staff to evaluate the progress/performance of the program and/or to provide technical assistance.

Neighborhood Revitalization Strategy Area (NRSA): A geographic area approved by HUD that meet certain criteria. The local community can develop comprehensive approaches to address economic development and housing needs.

OMB: The Office of Management and Budget (OMB) is the largest office within the Executive Office of the President of the United States. The main function of the OMB is to assist the President in preparing the budget. The OMB issues budget instructions or information, known as circulars, to Federal agencies.

PR Reports: Standard program reports generated in IDIS that provide financial and performance information.

Presumed Benefit: Benefit a group of clientele that is presumed to be principally low-moderate income. Presumed benefit groups include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers, and elderly persons over 62 years of age.

Program Income: Program income is the gross income received by the grantee and its subrecipients directly generated from their use of CDBG or HOME funds.

Program Year: The one-year period of time that is used to grant, implement and report on grant funded activities. Brazoria County's program year begins October 1 and concludes September 30 of the following year.

Public Service Activity: A type of CDBG eligible activity that includes but is not limited to services related to education, employment, crime prevention, child care, health, homelessness, drug abuse, fair housing counseling, senior services and youth services. To be eligible for CDBG assistance, a public service must be either a new service or a have a quantifiable increase in services.

Public Services Cap: A maximum of 15 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on public service activities.

Resident: Citizen that resides with the service area for the Brazoria County HUD grant program.

Section 3: Section 3 of the Housing and Urban Development Act of 1968 established the Section 3 Program, which requires recipients of HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Service Area: The Brazoria County Community Development Service Area includes all of the unincorporated area of the County and the xx cooperative cities that have signed agreements to participate in the County Community Development programs. The cities of Pearland, Iowa Colony, Hillcrest Village, Quintana Beach and Liverpool are not included in the Brazoria County Service area.

Statement/Scope of Work: An exhibit of the subrecipient agreement which must include the project description, the national objective claimed, activity descriptions, intended beneficiaries (number and type), detailed budget and location(s) of program related activity.

Subrecipient: An entity charged with implementation of one or more activities funded with Brazoria County CDBG dollars.

Subrecipient Agreement: A written agreement between the Brazoria County and the subrecipient that is required before HUD grant funds are disbursed.

Target Areas: A geographic area within the Brazoria County that has a minimum of 51.0% low-moderate income population.

Technical Assistance: Assistance to an entity by another entity with more knowledge in the applicable subject field, resulting in increased capacity or knowledge of the assisted entity.

Timeliness & Timeliness Spending Test: The annual measurement by HUD that determines the timely expenditure of CDBG funds. A grantee cannot have more than 1.5 times its annual allocation of funds unspent within 60 days of the end of its program year to be considered timely. Progress may be monitored in IDIS through the PR 56 report.

Urgent Need: Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community. This objective may only be used if the community cannot finance necessary activities with other sources. Generally, this national objective may only be used following the declaration of national disaster where other funds are not available to alleviate the serious threat to the health and welfare of the community.

Women's Business Enterprise (WBE): A business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of those owners.

III. ADMINISTRATION

A. The Brazoria County CDBG and HOME programs are operated through the Brazoria County Community Development Department (BCCD) and are primarily staffed by the Community Development Director, Housing Programs Manager, Housing Specialist, Financial Coordinator, Program Coordinator and Clerk, who are responsible for the day-to-day operations of the programs.

The County Judge serves are the Chief Elected Official for the County and is authorized by the County's Commissioners Court to sign grant agreements, contracts, certifications and environmental review records that require an Environmental Assessment (EA) Other County Departments coordinate efforts to ensure compliance with all federal and state regulations that apply to the Department operations and administration of grants. The following is a summary of Departments and corresponding responsibilities used to carry out grant administrative duties:

Commissioner's Court

- Review, recommend and approve infrastructure, public service and discretionary grant awards, action plans, grant applications and other related actions.
- Grant signature authority, and related action authority for community development projects and programs.

County Judge

- Certifies Environmental Review Record (except for activities that are Exempt or are Categorically Excluded that convert to Exempt)
- Certifies Consolidated Plan and Annual Action Plan (as granted by Commissioners Court order)
- Signs Grant Agreements and Certifications (as granted by Commissioners Court order)
- Signs other Grant Related documents (as granted by Commissioners Court order)

Auditor

- Audit
- Finance and Budget

Treasurer

- Process and certify comptroller deposits

Purchasing Department

- Purchase Orders
- Procurement and Procurement oversight

Engineering

- Manage capital projects, regulate development and issue permits, support county wide GIS, and manage road and bridge operations
- Provides guidance on infrastructure needs in the community
- Prepares scopes of work for CDBG funded infrastructure projects (County projects only)
- Program management and construction oversight (county projects only)
- Oversight of third-party engineering services, when needed

Community Development Department

- Provides overall guidance and oversight on how CDBG (including CDBG -DR, CDB-MIT, CPF and HOME funds are spent
- Prepares and submits Consolidated Plan, Annual Action Plan and CAPER reports
- Prepares Fair Housing Plan and conducts fair housing activities
- Completes environmental review records, and Requests for Release of Funds (RROF) through HEROS
- Prepares and updates Citizen Participation Plan
- Update project funding application annually

- Issue annual application process with non-profits and participating cities
- Review and recommend grant awards to Commissioners Court
- Housing Rehabilitation Program: Reviews applications for eligibility; select project applications by lottery; bids and recommends awards for housing rehabilitation activities; and oversee construction and inspect housing rehabilitation projects.
- Conduct labor standards compliance review and worker interviews
- Implements and manages direct rent and utility assistance program
- Manage and oversee subcontracts as needed (Environmental consultant, Con Plan consultant, etc.)
- Requests purchase orders; prepare and complete drawdowns; and prepare journal entries in financial management system.
- Maintain and track grant budgets and expenditures (KM and Timeliness Worksheets)
- Compliance monitoring of subrecipients
- Provide technical assistance to subrecipient agencies
- Management and enter data into HUD and other systems for project and financial management (IDIS, HEROS, TIGR, etc.)
- Create and maintain project grant files
- Maintain communication with HUD representatives and other funding organizations
- Submit various HUD reports such as Quarterly Cash Transaction; MWBE; and Contract & Subcontract Activity report
- Research and apply for non-HUD grant funding

B. Administrative authority for operation of the Program will rest with Brazoria County Community Development Department. The Community Development (hereinafter referred to as BCCD) Director will serve as the Department Head for the Community Development Department. The BCCD Director will serve as the County's liaison and representative between participating Cities, Commissioner's Court, HUD, and/or other federal, state, and/or local representatives.

C. The BCCD will have direct responsibility for the administration of the CD Programs, Projects, and Activities. Those responsibilities shall include, but are not limited to, the authority to approve applications eligible for assistance, deny assistance, approve of scopes of work to be undertaken within the Program Guidelines, as well as recommendations to Commissioners Court for the awarding of projects. The BCCD Director is directly responsible for the Department staff and makes decisions regarding staff and the assignment of duties. The CD Director responds to Commissioners' Court inquiries and works directly with the Commissioners and County Judge. The BCCD Director will also work directly with other agencies, organizations, and the public in the interest of the County.

See Attachment A- Organizational Chart.

IV. COMMUNITY DEVELOPMENT CALENDAR

Generally, the CDBG and HOME programs will be carried out according to the below calendar of major events based on the Fiscal Year:

October 1	Fiscal Year Start
October 1-30	Review Home Rehabilitation Applications, and select applicants via lottery for approval

October 15	Semi Annual Labor Standards Enforcement Report due to HUD Labor Office & Annual Minority and Women Contractors Report due to HUD
October 15	Receive final subrecipient reports and invoices for prior FY
October 15-31	Prepare and complete final FY drawdown and close out complete activities for PY in IDIS
October 15-November 30	Prepare CAPER, Conduct CAPER Public Comment Period and Public Hearing
December 1	Submit CAPER to Commissioners Court for approval
December 31	CAPER due to HUD Field Office via IDIS
January 1-31	Review budgets and complete any action plan amendments
January 1-31	Send out PFI subrecipients bidding instructions, wage decision, Section 3 information, reminder notice to not proceed until RROF received, and required contract documents for use in bidding and contracting PFI projects
February 1-28	Review and Revise Funding Applications
March 1	Send out Public Service and Public Facility/Infrastructure Applications
March 1-31	Reminder to Participating Cities re: Fair Housing Proclamation
April 1-30	Finalize Subrecipient Monitoring Schedule (PS Activities)
April 1-30	Adopt Fair Housing Proclamation/Conduct Fair Housing Training/ Participate in Fair Housing Activities
April 15	Receive and review applications for Eligibility
April 15	Semi Annual Labor Standards Enforcement Report due to HUD Labor Office & Annual Minority and Women Contractors Report due to HUD
May 1	Receive Commissioners and County Judge Funding Recommendations
May 15-June 30	Prepare, Publish Annual Action Plan for public comment period (30 days), and conduct public hearing
July 15	Issue Environmental Review project summaries to Environmental Review Consultant
July 15-30	Submit Annual Action Plan to Commissioners Court for Approval
August 15	Submit Annual Action Plan in IDIS to HUD
August 1-30	Review and revise Home Rehabilitation Application
September 1-30	Prepare and issue Subrecipient Agreements for execution and start October 1

September 1-30	Open Home Rehabilitation Application process
September 30	Fiscal Year End

V. COMMUNITY OUTREACH AND CITIZEN PARTICIPATION PLAN

Brazoria County qualifies as an Urban County and receives CDBG funding directly from HUD. As a recipient of such funding, Brazoria County citizens, public agencies and other interested parties are guaranteed a role in the development and review of plans and performance reports and recommended use of grant funding. The Citizen Participation Plan (CPP) sets forth those procedures.

The CPP will be updated on the same cycle as the Consolidated Plan and will be approved as a stand-alone document by the Brazoria County Commissioners Court.

Brazoria County citizens, public agencies and other interested parties shall be encouraged to participate in the community development process by providing feedback in writing and at public hearings on awards, plans, plan amendments, environmental review records, and evaluation reports. Additionally, BCCD shall seek input from the community on housing and community development needs through outreach and notification seeking such input.

See Citizen Participation Plan for more specific details.

VI. CONSOLIDATED PLAN, ANNUAL ACTION PLAN AND CAPER

A. The 5-Year Consolidated Plan, Annual Action Plan and CAPER are primarily the responsibility of the BCCD.

B. Projects and Activities for the Annual Action Plan are selected based on a process that begins around the first of March each year. At least one Public Hearing is held to announce the amount of funding available and proposed projects, as well as to gather public input. Another public hearing shall be held prior to the development of the plan to seek community input on housing and community development needs.

VII. ACTIVITY/PROJECT SELECTION PROCESS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

There are many aspects that must be considered in selecting activities to assist under the CDBG Program. The County distributes its CDBG funding between the participating Cities, the Commissioner's and the County Judge for allocation purposes as follows:

(1) The County allocates funds to Public Facility and Infrastructure projects to participating cities typically on a three-year cycle. The amount of these allocations is based on city size (small, medium and large) as determined through review of census data and input from participating cites. The Cities receiving the current year's funding are notified by e-mail regarding the amount they will be receiving, a Public Facility application, and a date when the application is due back to BCCD. The information is given to the allocated Cities around the end of March and is due to the BCCD around or near May 1st.

(2) The County Judge and each of the four Commissioners are also allocated amount as determined by the BCCD. The amount allocated is based on the prior year CDBG funding and anticipated reductions or increases to the allocation. Generally, the funds are to be used for any eligible Public Service project of importance to the County, as well as other projects that meet the 5-Year Consolidated Plan objectives. The BCCD consults with the County Judge and the Commissioners regarding eligible projects and activities. Public Facility and Public Service applications are given to prospective applicants and the BCCD requests a copy of the applications that are submitted to each of the Commissioners and County Judge. Commissioners and the County Judge notify the BCCD Director of the projects and amounts they wish to fund for that year. The timeframe and notifications for receiving this information is generally around May 15th.

The County follows several steps to determine if CDBG funds may be used to athe proposed a proposed activity. Once the applications have been received:

(1) The BCCD reviews the application to determine if the activity:

(a) Is eligible (per 24 CFR 570.201-206), meets a national objective (per 24 CFR 570.208) in the CDBG statute, and complies with all other federal requirements;

(b) Meets a goal and/or objective set out by the County's 5-Year Consolidated Plan. Additionally, the activity must be an identified priority to receive CDBG funding,

(c) Will not result in the County falling below the requirement that at least 70% of the CDBG expenditures will be for activities that are considered to benefit L/M income persons,

(d) Will not result in exceeding the 15% cap of CDBG expenditures expended on Public Service activities,

(e) Will not result in exceeding the 20% cap of CDBG expenditure on planning and administrative activities, and

(f) Proposed costs appear to be necessary and reasonable and will otherwise conform with the requirements of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable.

(2) If the proposed project meets the above standards, the proposed projects and Action Plan are presented to the public via a public hearing published in the County newspaper with at least a 30-day public comment period. If the activity is not approved, funding is allocated to another eligible project by the participating City/County official. Additional time may be granted if the City/Applicant is able to provide updated information that would deem the project eligible.

(3) The proposed Action Plan is presented in Commissioner's Court for Court approval. Commissioner's Court approval of the Action Plan is the final step in the approval process for eligible projects/activities. If approved in Commissioner's Court, the Action Plan is then submitted to HUD for their approval.

(4) If the City application pertains to Housing activities, the City will be required to submit a proposed plan for the applicant selection process. This plan must be reviewed and accepted by BCCD . CDBG Housing activities will follow the CDBG Housing Rehab Minimum Standards.

(5) CDBG funds may also be used for onsite septic and water wells, with the same steps being followed.

See Guide to National Objectives and Eligible Activities for Entitlement Communities, as well as, specified HUD regulations for more specific details.

HOME PROGRAM ACTIVITIES

The BCCD staff shall be responsible for the overall administration of the HOME funded Programs that meet the requirements of 24 CFR 92. These programs shall be operated in accordance with all applicable rules and regulations of the U. S. Department of Housing and Urban Development (HUD) and Brazoria County. The HOME Program is under the direct supervision of the BCCD Director and the Brazoria County Commissioner's Court.

HOME Rehab/Reconstruction Program. The sole purpose of this program is to assist low-to-modern income homeowners with providing a decent, safe, and sanitary place to live through financial assistance towards housing repairs or reconstruction.

1. The maximum amount of grant assistance provided to an applicant for rehabilitation is generally $90,000. Additional funds may be allocated for water wells and septic systems, if failing upon initial inspection, or if $90,000 is not sufficient to complete the needed repairs, the HOME Program Staff may authorize that additional funds be made available to the applicant(s) subject to the availability of funds and inability to meet the Minimum Rehabilitation standards. It is the sole discretion of the CD staff to determine the feasibility of a rehabilitation vs. reconstruction based on the condition of the home and if the repairs will sustain the homeowner through the period of affordability. In the event the home is not feasible to repair, reconstruction is recommended.

2. The minimum amount of grant assistance which may be provided to any applicant for rehabilitation assistance shall be One Thousand Dollars ($1,000.00).

3. The financial assistance will be in the form of a no-interest deferred payment loan (DPL) which will be forgiven over a period of time and then released at the end of the applicable affordability period. If the home is sold prior to the expiration of the affordability period, the owner will be required to repay the unforgiven balance of the loan. The affordability period shall be five (5) years if the amount of assistance is less than $15,000, ten (10) years if the amount of assistance is between $15,000-$40,000, and fifteen (15) years if assistance is more than $40,000. In the event of a reconstruction, the affordability period shall be twenty (20) years regardless the dollar amount of assistance.

4. Recipients who have received rehabilitation assistance may not reapply for additional assistance for a period of five (5) years following the expiration of the affordability period.

5. Procurement of construction services will be through a sealed bid process. Invitation to bid will be publicly advertised and general contractors that have shown interest in participation will be sent an invitation to bid through email. Any general contractor may bid on the project that is currently out for bid. Bids are opened in the CD dept. lobby and read aloud to any members present. Bids are generally not rejected, but in the event a bid is rejected, rational and reasoning will be documented in the project file. Bids will be awarded to the lowest most responsible bidder who can complete the work in a timely manner. Notification will be sent to the winning bidder. Fixed price contracts are signed and Contractors shall complete the work for the bid amount plus any approved change order by the time frame agreed in the contract, or may be penalized with liquidated damages.

For more information see the Homeowner Rehab Guidelines and Section VII Bidding Procedures for more specified details.

III. ENVIRONMENTAL REVIEWS

An environmental review assesses the potential environmental impacts of a project to determine whether it meets federal, state, and local environmental standards. Every HUD-assisted project must be examined to ensure that it does not negatively impact the surrounding environment and that the site itself will not have an adverse effect on end users. The extent of the examination varies, but all activities must be in compliance with the National Environmental Policy Act (NEPA) and other related Federal and state environmental laws. Environmental reviews shall be completed by either the Environmental Consultant procured through the County's Purchasing Department or in-house by BCCD staff.

IV. TECHNICAL ASSISTANCE

Technical assistance will be provided by BCCD Staff to Subrecipients, Commissioner's, County Judge, or any other prospective recipient of the funds, as well as the general public. This technical assistance includes, but is not limited to, explaining the procedures used to process applications, eligibility requirements, program requirements, documentation needed to prove eligibility, or any other information or questions as requested.

V. PROCUREMENT POLICY AND BIDDING PROCEDURES

Except for the HOME program, the County may assist the City/Subrecipient in procuring services for construction/public works projects.

The City/County shall follow local procurement procedures compliant with 2 CFR 200 when using HUD funds. In brief:

A. Depending on the potential amount of the project, bids will either be gathered using the procurement procedures and thresholds in accordance with 2 CFR 200 or the provisions of Brazoria County Purchasing Dept., concerning procurement through public competitive bids or competitive negotiations.

B. If competitive bids are required, the bid period shall normally last fourteen (14) days (two weeks) with bid opening occurring on the 15th day. Bids shall be opened publicly at a pre-designated time and place.

C. Routinely, bid award shall go to the lowest responsible bidder that provides the best value to the City/County/Subrecipient. However, a contract may not be awarded to the low bidder should the bid or contractor be determined by the BCCD Director and/or City Council as ineligible or unsatisfactory. To be considered a qualified bidder, a contractor must have demonstrated the quality of their workmanship, stability, and financial soundness to the satisfaction of the City/County/Subrecipient, and that he/she/they have adequate financial resources to complete the project. Contractors who have been suspended from bidding on other City/County/Subrecipient sponsored projects, or debarred from Federal award, will not be considered qualified bidders.

D. If less than two (2) bids are received, City/County/Subrecipients will need to re-bid project and/or show documentation of solicitation to at least 5 vendors in addition to newspaper notice.

E. For homeowner housing activity, the bidding procedures will follow the Procurement Requirement process for sealed bids or quotes as noted in Exhibit C. If applicable, each City may determine the best way to select applicants for their activity if they elect to utilize their current funding for housing purposes. The BCCD will require the City to submit a plan of selection and implementation process depending on the activity (i.e. septic repairs, minor home rehab, etc.), or the City may elect the BCCD to administer their housing project.

See Exhibit C Procurement, Contracting and Purchasing as well as specified HUD regulations in 2 CFR 200.317- 200.326 for more specified details.

VI. CONTRACT REQUIREMENTS

A. For Public Service agencies, meetings are set up to discuss the scope of work, expectations, and all reporting and recordkeeping requirements. Once all questions and comments are answered, the contract is signed and sent to County Judge for signature. After contract signatures are received, funds may be spent on the eligible project.

B. In the interest of all parties involved, to assure that all construction is completed in accordance with City codes and ordinances, and is completed in a reasonable and timely manner; participants in CD Programs shall agree that contractors involved in the provision of such service will be held to certain conditions and standards as set out by the City/County, which include, but are not limited to the following conditions:

1. Bonding or other provisions, as determined by the County, is necessary to assure the contractor's satisfactory performance under the contract and federal dollars are protected.

2. Appropriate contractor's/builder's risk insurance, worker's compensation, and other comprehensive insurance coverage when determined by the County is necessary.

3. All work performed by the contractor will be required to be guaranteed for a one (1) year period. For housing activities, homeowners will be made aware of this guarantee and will be assisted by BCCD staff in enforcing this guarantee should problems arise.

4. Other requirements of law and regulations applicable to Brazoria County, the State of Texas, and the Federal Government, which may be appropriate.

5. Conditions are subject to change, are fully set out in each specific bid process, and may be unique to the project, client, or location.

C. Pre-construction Conference - A pre-construction conference may be held with the Contractor, BCCD staff, and the City/Homeowner/Subrecipient. The meeting will address the extent of the work to be performed, the work schedule, certified payroll requirements, Davis-Bacon requirements, retainage, special conditions, and any specific concerns or questions relating to the project.

D. Form of Contract - Work will be authorized by a written contract between an approved contractor and the City/Homeowner/Subrecipient. For housing activities, the BCCD Staff will assist in preparing the contract for signature by the contractor and homeowner.

Agreements between the City/Homeowner/Subrecipient and the County to fund improvements contained in the contract will be required in order to authorize the use of Federal funds. The contract will consist of a single document including the bid and proposal, general and special conditions of the contract, plans and specifications of work to be accomplished under the contract, and any other relevant or required documents.

E. Change Order Procedure - Change orders may be approved by the City/County to make changes in scope of work or to allow for cost increases required to pay the cost of repair and/or replacement of actual or incipient code violations which were not observed or known at the time of the preparation of the original contract. Change orders are submitted to the BCCD Department and will be approved when appropriate. Where change orders are substantial, BCCD will seek consultation with the City representative, City Engineer, and/or other parties involved in the project for justification, cost reasonableness, recommendations, and approval.

F. Payment Procedure - Payments will be made based on receipt and approval of a signed pay request from the Contractor/Subrecipient/Engineer according to plans and specifications in the contract and all required documents received. Payments for construction work are subject to 10% retainage. Public Service projects are usually paid directly to the 3rd party vendor/landlord/utility company. The subrecipient may also be paid on a re-imbursement basis after a copy of cancelled check and proof of expenditure is received. For housing activities, the 10% retainage will be held until all punch-list items have been completed and the issuance of a Certificate of Occupancy has been obtained, if applicable, unless problems have surfaced which need to be resolved.

See Exhibit C: Procurement, Contracting and Purchasing and Exhibit D: CDBG Construction Projects for more specified details.

VII. MONITORING

A. For Public Facility projects, before invoices are approved for payment, the file is checked for all contract documents, including signed contract, Council minutes awarding contract, debarments/LDP's, bid tab and all other bids received; certified payrolls through the invoice date, and employee interviews have been completed. If any information is missing, a phone call is placed to obtain it prior to release of the payment. Pay requests must also be signed by the City Representative and the Engineer to determine whether the contractor has satisfactorily completed the work.

B. Public Service projects are desk monitored with every invoice submitted. Files are reviewed to determine if documents supporting the national objective are in the file, beneficiary documentation has been received and is current, the pay request meets the scope of the contract, and funds are still available. Files are also compared to the KM report to determine if the remaining balances agree.

C. On-site monitoring is scheduled for a "First-Time Funded Subrecipient", new staff, if problems arise, or at minimum every three years for recurring subrecipients even in the absence of problems during the contract period. When it is determined that an agency will be monitored on-site, a letter is sent out notifying the agency of the scheduled audit. The letter also lists the date and time of such meeting and requests that all key personnel that are involved with the grant attend. Generally, a 2-week notice is given, if not longer, to allow the Subrecipient time to gather the information requested in the letter; so if files are in storage,

they have time to retrieve the files. Files are then reviewed by the BCCD Monitoring Staff, and any findings are noted. A letter noting the deficiencies or findings is sent to the agency with suggested improvements and/or required actions, and if applicable, a timeframe for a response. A follow-up consultation is then scheduled if there are significant findings. If an agency does not correct the findings, then a recommendation is presented at Commissioner's Court requesting the contract and funding be terminated.

D. Inventory that is purchased with Brazoria County CDBG or HOME funds, is entered into an Inventory Control Log. Physical inventory with a purchase price of $5,000.00 or more is monitored at least once every two years until the affordability period is complete, equipment is sold, or the useful life of the equipment is exhausted.

VIII. SUBRECIPIENT FINANCIAL AUDIT REVIEW

A. Financial Audit reports are due from any Subrecipients expending more than $750,000 in federal funds 30 days after receipt of final audit report.

B. BCCD shall review report for any findings or concerns.

C. BCCD shall notify Subrecipients of any findings that could possibly pertain to HUD funds requesting response which includes deadline, corrective action, and a process to appeal the finding as stated in Section XV: Complaint Resolution Procedures, of this document.

See Exhibit B: Audits for more specific details.

IX. DRAW AND PAYMENT PROCEDURES

A. CDBG and HOME

a) The BCCD Director manages the IDIS system and determines who will have access to the system and who will perform the specific duties. The BCCD Director, Program Coordinator and Housing Specialist may set up the IDIS Activities and enter IDIS data. The BCCD Assistant Director, Program Manager or Financial Coordinator creates IDIS draws. The BCCD Director or Program Manager approves the draws. At no time will the same person create and approve a drawdown. Financial responsibilities are separated in accordance with HUD recommendations and sound fiscal management.

b) Periodic drawdowns will be made from the IDIS system for grant related expenditures. The payment details are collected and reviewed by the BCCD Director, Program Coordinator or other designated BCCD staff. A voucher is created in IDIS to correspond to the GL expenditures. After a voucher is created, the voucher is approved by the BCCD Director or other person that did not create the voucher. The approved voucher is electronically deposited from HUD directly into a designated County bank account. The account is monitored by the Treasurer's Dept. When the drawn-down funds are deposited into the account, the Treasurer's Dept. notifies the Financial Coordinator with the amount of the deposit. The Financial Coordinator verifies that the deposit is the same as the voucher created and prepares a Journal Entry to post the deposit to the respective revenue accounts. After the draw and journal entry are completed, the Financial Coordinator then processes three (3) different reconciliations to verify all funds and accounts tie.

i) A GL revenue and expenditures report is run to verify the accounts zero out,

ii) The GL is reconciled to IDIS expenditures, and

iii) Budget/expenditure (KM report) is reconciled to the GL.

c) The Financial Coordinator maintains a spreadsheet (KM report) that tracks each HUD funded activity and verifies that the drawn amounts equal the spreadsheet amount. The Financial Coordinator periodically reconciles balances on the spreadsheet with the LOCCS balance as provided by HUD/IDIS. The spreadsheet is also utilized to track timeliness issues with expenditures.

d) Draws are to be made periodically and typically are lumped together for the purpose of minimizing the number of draws and the documentation, as well as in the interest of staff time.

B. CDBG-DR/ CDBG-MIT, or other programs administered through the State

a) For CDBG programs received through the State of Texas (generally through the Texas General Land Office (GLO)), the County will normally procure a Grant Administrator (GA) to support the administrative activities of the grant including the financial/fund drawdown process. In coordination with the GA, the BCCD Director shall coordinate and oversee the payment process to vendors and contractors, and for reimbursements to the County for force account and other activities. The GA will be responsible for preparation of drawdown paperwork for county review and approval. Approval is received when a drawdown is signed by the County Judge and County Treasurer or other Commissioners Court authorized signatory.

b) Regular drawdowns are prepared by the GA and submitted as needed to ensure timely expenditure of funds and to remain compliant with grant requirements. Upon receipt of deposit of funds, the BCCD Financial Coordinator verifies the deposit is consistent with draw request, notifies the Treasurer's office to transfer funds to the operating account, and prepares a Journal Entry to post the deposit to the respective revenue accounts. The Financial Coordinator will next prepare a billhead and submit the payment to Accounts Payable for payment to the contractor or vendor, and all payments shall be processed as soon as practicable upon receipt of the deposit of funds from the GLO. If deposit is received prior to a Monday, a payment is generally processed and issued by the following Friday to remain compliant with the State prompt payment requirement. After the draw, journal entry and billhead are completed, the Financial Coordinator then processes reconciliations to verify all funds and accounts tie.

i) A GL revenue and expenditures report is run to verify the accounts zero out,

ii) The GL is reconciled to expenditures, and

iii) Budget/expenditure (Drawdown report) is reconciled to the GL.

c) BCCD and the GA shall work to maintain grant schedules and ledgers documenting every drawdown received, signed and submitted for reimbursement; including the check number, date of receipt and date payment was issued to the vendor/contractor.

C. The BCCD operates primarily on reimbursement. The County expends General Fund Dollars and then is reimbursed by HUD or GLO for the expenditures.

X. FINANCE

A. All bank accounts, whether specific to CD or other County departments, are maintained by the Treasurer's Office, reconciled by the Auditor's Office, and are subject to an external auditor's review. Those records are kept with the Auditor's Office. The BCCD files the expenditures by activities, whereas the Auditor's Office files the expenditures in accordance with their policies.

B. Accounts Payable and Receivable - Accounts Payable and Receivable data entry is handled by the Financial Coordinator. The expenditure is approved after review of the documentation provided by the City/Subrecipient/GA and the Financial Coordinator enters the invoice for payment. The invoice is then sent to the Auditor's Office for final verification and processing. Check stock is maintained in the Treasurer's Office. Checks are processed, printed, and returned to the Auditor's office for processing. The checks are then returned to the Treasurer's office for mailing or if requested, returned to BCCD department for pick-up by the vendor.

See Exhibit A: Financial Management System for more specific details.

XI. FORMS/RECORDKEEPING REQUIREMENTS

A. Typically, all forms used as part of the implementation of the BCCD programs and which constitute legal instruments, such as contracts/agreements, will be approved by the District Attorney's Office prior to their use. All other forms necessary for program use are developed by staff, and approved by the BCCD Director.

B. BCCD Program staff will be responsible for maintaining accurate and complete files as required by HUD on each Program applicant and recipient of assistance.

C. Program files and documents will be retained for a period of seven (7) years from date of completion, or longer, if deemed appropriate, by the BCCD Staff. Clients' data, documents, and personal information, such as copies of driver's licenses, social security cards, or income information, will be shredded when time to discard the files or documents. Personal client information is confidential and private and will be used only in relation to the assistance the client is seeking. Client personal information is not open to the public and is considered confidential.

See Exhibit F: Recordkeeping and Reporting Requirements for more specific details.

XII. OVERSIGHT BY COUNTY

Checks and balances are in place in several areas with regard to the BCCD Department, including the separation of IDIS duties, financial responsibility, procurement duties, and the oversight of the CD Program. The grant specific audit procedures are also reviewed and carried out by the Auditor's office and through the County's contracted Single Auditor firm as a part of the county's annual audit.

XIII. COMPLAINT RESOLUTION PROCEDURES

All written complaints shall be forwarded to the County's Community Development Department immediately upon receipt. Upon receipt of a written complaint, the Community Development Department will research the situation, as well as local and federal guidelines and

regulations to determine whether the complaint is justified and recommend action, if appropriate. A written response outlining the determination and any proposed action shall be made within fifteen (15) working days of the receipt of the written complaint. If the complaint cannot be addressed within fifteen (15) days, the person(s) shall be notified as to when a response can be expected. If the complaint cannot be resolved to the satisfaction of the person filing it, he or she may submit such complaint to the County Judge for further consideration. The County Judge shall either agree with or modify the decision rendered by the Community Development Department staff. The decision of the County Judge shall be final except in cases where legal remedy is available by state and federal law.

Citizens desiring information, wishing to make comments or suggestions, or to file a complaint, should direct communications to:

L.M. "Matt" Sebesta Jr., County Judge
Brazoria County Courthouse
237 East Locust Street, Suite 401
Angleton, Texas 77515
(979) 864-1200

Daphne Lemelle, Director
Brazoria County Community
Development Department
1524 East Mulberry, Suite 162
Angleton, Texas 77515
(979) 864-1860

PASSED and **APPROVED** this **14th** day of **July, 2026** by the Commissioner's Court of Brazoria County, Texas.

EXHIBIT A

FINANCIAL MANAGEMENT SYSTEM

Regulations - The requirements for financial management systems and reporting are found in the following:

- 2 CFR Part 200 for governmental and public agency subrecipients.
- 2 CFR Part 200 for private non-profit subrecipients.

Purposes – The purpose of a financial management system is to:

- provide control and accountability over funds and assets.
- identify source and application of Federal funds to activities.
- allow for accurate and timely financial reporting.
- minimize time elapsed from transfer of funds to disbursement.

Internal Controls - Internal controls ensure that:

- resources are used for authorized purposes
- opportunities for waste, mismanagement or loss are minimized
- reliable information on the source, amount and use of resources are secured, up-to-date, and recorded

Basic elements of an internal controls system include the following:

- organizational chart
- written definition of responsibilities and duties of key employees
- separation of duties
- staff qualifications commensurate with job responsibilities
- formal system of authorization and supervision to provide accounting control over assets, liabilities, receipts, and expenditures
- control over access to assets, IDIS, and confidential documents
- comparisons of financial records to actual assets and liabilities

Basic Accounting Records – It is necessary to have accounting records that adequately identify the source and application of CDBG, CDBG-DR, CDBG-MIT and HOME funds. Basic elements of our accounting system include the following:

- general ledger
- inventory log
- time sheets and payroll records
- support documentation (i.e., invoices, purchase requisitions)
- journal entries (for payroll corrections only)
- budget and expenditure detail report
- KM and timeliness report
- HOME remaining funds

- Ledger for calculating and tracking interest earned on federal advance payments.

Sources and Uses of Funds – Accounting records must contain reliable and up-to-date information about the sources and uses of funds:

- grant awards and/or written agreements
- current authorizations and obligations
- unobligated balances
- assets and liabilities
- program income
- actual expenditures from which the funds are derived (Program year)

Budget Controls – In order to compare and to control expenditures against approved budgets, an accounting control system must be in place to:

- Maintain amounts budgeted for activities
- Compare actual obligations and expenditures against approved budgeted line items. After each drawdown:
    - General ledger to Drawdown
    - YTD Revenue to YTD Expenses
    - Budget and Expenditure Detail Report to Timeliness Report
    - Timeliness Report to IDIS
- Monitor unexpended or unobligated balances to determine if it will be necessary to revise the budget or to reprogram the funds

Cash Management – Regulations require that the time between receipt of grant funds and the actual disbursement of those funds must be minimized. Funds drawn down must be disbursed within fourteen (14) business days. The County has chosen to use a reimbursement method based on actual expenditures incurred by any subrecipient instead of advancing funds to the subrecipient.

- Prepare and submit quarterly SF 425 for CDBG grants

Fidelity Bonds - Fidelity bond coverage must be obtained for Subrecipients key accounting staff in the event of direct Subrecipient reimbursement.

Allowable Costs – The standards for determining the reasonableness, allowability, and allocability of costs incurred on CDBG funded activities are found in 2 CFR Part 200 for governmental and public agencies, as well as for non-profit entities. No indirect costs are allocated for individual projects. According to basic guidelines a cost is allowable if:

- the expenditure is necessary, reasonable and directly related to the grant funded activities
- the expenditure is authorized by the governing body
- the expenditure is not prohibited under Federal, State or local laws
- the expenditure is consistently treated
- the cost must be allocable to the CDBG, or HOME program
- the cost is net of all applicable credits such as discounts

Ineligible costs include entertainment, contributions and donations, sales tax, fines, penalties, and bad debts. Other prohibited costs include buildings used for the general conduct of government, general government expenses and financing the cost of political activities. Other types of ineligible costs,

unless otherwise authorized, include, but are not limited to:

CDBG Program

- Purchase of construction equipment (unless eligible for solid waste disposal)
- Purchase of equipment, furnishings, fixtures or motor vehicles or other personal property (unless part of a public services activity, firefighting equipment, or is necessary in the administration of CDBG activities)
- Operating and maintenance expenses (except for expenses associated with public services activities, interim assistance, or office space for program staff employed in carrying out the CDBG activities)
- New housing construction (unless performed in accordance with last resort housing provisions under the CDBG program or by a CBDO)

HOME Program

- Project reserve accounts or operating subsidies
- Tenant based rental assistance for the special purposes of the existing Section 8 program
- Assistance for the operation of public housing

Source Documentation – All documentation must be readily available for review by the County or HUD officials. The general regulations for source documentation requirements are found in:

- 2 CFR 200.302 Government and public agency subrecipients.
- 2 CFR 200.302 for private non-profit and for-profit subrecipients.

Supporting documentation is necessary to show that costs charged against grant funds were incurred during the effective period of any grant or subrecipient agreement, were actually paid out or accrued, were expended on allowable items, and have been approved by the proper governing bodies.

Examples of the types of documentation include:

- Payroll - Time and attendance records should be kept to support salary and related benefit costs if CDBG/CDBG-DR/CDBG-MIT/HOME/HOME-ARP funds are used to pay them. If an employee's time is split between CDBG and another funding source, the distribution of the employee's time must be recorded. Justification for the payroll versus the objective should be noted. Force Account Reimbursement Personnel Cost Calculation reports in regards to CDBG projects are maintained by respective County departments. Each department working on grant funded projects endeavors to submit its force account documentation to the BCCD Department on a timely basis (within 60-90 days) to prepare and submit to the GLO or HUD for reimbursement.

- Space and Utilities - Rental or lease agreements and utility bills must be kept. Canceled checks should support all type of expenses.

- Supplies - Vendor invoices which have been signed off by the subrecipient to indicate the goods and services were received. Canceled checks should support these expenses if the subrecipient is reimbursed for this cost.

EXHIBIT B

AUDITS

Audit Required - Any time a subrecipient spends $1,000,000 or more in Federal funds in a year, a formal single audit must be performed and provided to the County. The audit must be conducted in accordance with 2 CFR 200 Subpart F – Audit Requirements non-federal entities expending federal funds.

The Audit is due within thirty (30) days of its completion. In instances where the subrecipient does not receive $1,000,000 or more in Federal funds but still performs an annual audit, the County will require that this audit report be submitted.

An Audit Certification Form is included in the Appendix for use in reporting to Brazoria County expenditures of grant funds.

Procurement/Selection of Auditor - If grant funds are to be used to pay the costs of an audit, the procurement and selection of an auditor must comply with the requirements of the following

- 2 CFR 200.509, which also refers to Procurement Standards as set forth in 2 CFR 200.317-326, Subpart D –Post Federal Award Requirements or the FAR (48 CFR Part 42) as applicable.

In evaluating prospective auditors, a subrecipient should consider the candidates' relevant experience with the type of audit requested, qualifications and technical abilities of the specific staff to be assigned, and the results of peer and quality control reviews. Cost considerations should only be a selection factor when the other criteria have been met. Also, the auditee must make positive efforts to utilize small businesses, minority-owned firms, and women owned businesses as stated in 200.321.

Management Letter and Response - Upon receipt of the Audit, the Brazoria County Community Development Staff will review the report and notify the subrecipient of any findings or recommendations. A written response from the subrecipient is required within thirty (30) days stating what corrective actions that will be taken by the subrecipient. In general, corrective action to correct findings or to implement recommendations must be completed within one (1) year or sooner if required by the County.

EXHIBIT C

PROCUREMENT, CONTRACTING AND PURCHASING

Procurement

There are five types of procurement methods as defined by 2 CFR Part 200.320. They are:

- Micro-purchase method – Micro-purchases may be awarded without soliciting competitive quotations if the entity considers the price to be reasonable. This method is used when purchasing supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $5,000. To the extent practicable, these purchases must be distributed equitably among qualified suppliers.

- Small purchases method - This method is used when purchases are relatively simple and informal and are securing services, supplies, or other property that does not cost more than the Simplified Acquisition Threshold. Currently the threshold is $150,000. Oral and written price quotations must be solicited from at least three sources with at least two bids or quotes being received. A copy of the "Small Purchase Record" for documenting small purchases is included in the Appendix.

- Competitive sealed bid method – This is the preferred method if the procurement lends itself to a firm fixed price contract. This method is required by State law for public works expenditures over $100,000 and requires the formal advertisement for bids. For housing projects over $100,000, competitive bids are publicly advertised and solicited by email from interested parties. The bid notice should include clearly define the goods or services needed. Two or more responsible bidders are needed for effective competitive procurement. If less than two (2) bids are received, Grantees/Subrecipients will need to re-bid project and/or show documentation of solicitation to at least 5 vendors in addition to newspaper notice. Bids must be received with the contract being awarded to the lowest most responsive and responsible bidder.

- Competitive proposal method – This method is to be used when securing architectural, engineering and auditing services if any grant funds are used to pay (in part or in whole) for these services. Request for proposals must be solicited from an adequate number of vendors and a notice for such proposal must be published in a newspaper having general circulation throughout the County (e.g., The Facts). If only one (1) proposal is received, Grantees/Subrecipients will re-request proposals and need to show documentation of solicitation to at least 5 vendors in addition to newspaper notice documentation. The contract must be awarded by negotiating with the vendor receiving the highest ranking based on a predetermined evaluation criterion. Costs analysis must be performed prior to solicitation.

  Please note: The State of Texas bidding laws are included in Local Government Code Chapters 252.001 (RFP's), 271.001 (Public Works), and 2 CFR 200.320, as applicable, which are included in the Appendix of this manual. The use of grant funds to pay for engineering services under an existing retainage agreement is not an allowable cost. Procedures to follow to procure professional services are described in Part 200.317-326 Procurement Standards.

- Non-competitive proposal/sole source procurement – This method must only be used when the item or service is only available from a single source, a public emergency exists, or competition was determined to be inadequate after solicitation of proposals from a number of sources.

Contracting with small and minority businesses, women's business

The Texas Historically Underutilized Business (HUB) database (which includes Women and Minority Owned Businesses) shall be searched and, to the extent feasible, solicitations shall be sent to those listings. To satisfy 200 CFR 321(a), the Purchasing Department will find and notify minority businesses, women's business enterprises and labor area surplus firms of the bidding opportunity through the County's electronic bidding platform.

Bonding and Insurance Requirements for Construction Projects

For public works contracts, the minimum bonding requirements are as follows:

- Bid bonds in the amount of 5% of the total bid will be required on all public works contracts in excess of $100,000. If the project is not a public works project, the County reserves the right to waive this requirement.
- Payment bonds in the amount of 100% of the total contract price will be required on all infrastructure contracts in excess of $25,000 for Cities and County.
- Performance bonds in the amount of 100% of the total contract price are required on all infrastructure contracts in excess of $50,000.

For housing contracts that will exceed the Simplified Acquisition Threshold, or $100,000, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligation under such contract.
- A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Comprehensive General Liability and Automobile Insurance in the amount of $1,000,000 is required on all contracts in excess of $100,000. Contracts less than $100,000, insurance is required in the amount of the contract.

IMPORTANT NOTICE

Failure to comply with local, state and Federal bidding requirements could result in the disallowance of costs and/or the repayment of funds as well as criminal penalties. Each city and subrecipient shall be responsible for providing documentation of compliance with bidding requirements to the County Community Development office when requesting a disbursement of funds.

EXHIBIT D

CDBG CONSTRUCTION PROJECTS

For all construction projects assisted with Community Development Block Grant (CDBG), CDBG-Disaster Recovery or Mitigation (CDBG-DR; CDBG-MIT), procurement standards noted in Exhibit III must be followed as well as the following requirements, as applicable:

Engineering Requirements
All plans and specifications for infrastructure projects must be prepared by a registered professional engineer licensed to practice in the State of Texas in accordance with the Texas Engineering Practice Act. The project engineer's stamp and signature must be included on the plans and specifications.

Davis-Bacon Wage Rates - All construction contractors will be required to pay all laborers wage rates at the current prevailing wage rates in accordance the Davis-Bacon Act. These wage rates will need to be included in the bid/contract documents and can be found and downloaded from:

https://sam.gov/wage-determinations

Also, within ten (10) days of opening bids, wage rates issued for the project must be verified and still valid. In the event that an addendum has been issued to the original or a new wage rate decision has been issued, these new wage rates must be used. Send Brazoria County Community Development Department the memo confirming that this ten-day verification has been made.

For information on recordkeeping requirements, the correct prevailing wage rates, or request for classification, contact Community Development Director, Brazoria County at (979) 864-1860 or by email at BCCD@brazoriacountytx.gov . A listing of job titles and description of the work performed will be needed before requesting wage rates.

Contractor Verification(s) - All contractors must be verified to determine if they are debarred or prohibited from federal contracts. Contractors and Subcontractors must complete the Eligibility form in Attachment C and return to CD Dept. so that a search can be completed. An Internet search must be conducted using the following websites:

https://sam.gov/search/
https://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation

Attorney's Review - Before infrastructure project contract documents in excess of $50,000 are fully executed, the City Attorney should review and approve the bid and contract documents by signing the applicable form included in the bid/contract documents.

Easements - Any easement, rights-of-way or land acquisition needed for the project must be fully in hand before awarding any construction contract. If easements or rights-of-way are needed please contact Brazoria County immediately. Special procedures are required for obtaining property when federal funds are used.

Change Orders/Amendments - Change orders/Amendments should first be submitted to Brazoria County prior to their execution if a change in the scope of work, change in work location or a

change in the number of beneficiaries exists. Also, state law regulates the percentage of contract increases and decreases.

Retainage - Ten percent (10%) retainage is typically held on all request for payments. The retainage will be paid as part of the final payment after final inspection and the engineer and authorized City Official has given approval of the work and all payroll reports have been submitted. For Rehab/Reconstruction projects, the retainage will be held until all punch list items have been completed, Affidavit of All Bills Paid is received, all completion documents signed, and a Certificate of Occupancy, if applicable, is received.

Bid and Contract Documents All bid/contract documents included in bid/contract should be fully executed and a full set furnished to Brazoria County as soon as possible.

Notice to Proceed - The project engineer, if applicable, must send a letter notifying the contractor when the official start date is for all construction contracts. This letter must also specify the number of days allowed to complete the project and the amount of liquidated damages if time delays occur. A copy of this notice must be sent to Brazoria County.

Preconstruction Conference - Normally the project engineer will conduct a preconstruction conference prior to the start of construction and following the contract award. Brazoria County shall be notified of the time and date of this preconstruction conference as soon as it has been determined.

The Contractor shall submit a list of any subcontractors proposed to be used on the project. Company name and principal stakeholders of subcontractors will be submitted and searched for verification of debarment.

Certified Payroll – Certified payroll through the date of the pay estimate must be submitted to the Brazoria County Community Development Office prior to any payments being approved. These will be reviewed in conjunction with the Employee Interviews for consistency.

Employee Interviews - During the construction work the engineer or designated staff must interview the construction workers on the job using the Record of Employee Interview form. All information requested should be filled in and signed by both the employee and the interviewer. Upon completion of these interviews, the original forms should be sent to Brazoria County Community Development Office.

Payments to Contractor - Normally, payments to contractors will be made upon receipt of the monthly pay estimates from the engineer or the contractor. This monthly pay estimate must be approved and signed by the contractor, engineer, and the city.

The monthly pay estimates should be sent to the Brazoria County Community Development Office. Upon receipt and approval of the pay estimate, the County will process the payment. It normally takes one to three weeks for payment to be made due to the County's internal processes and controls.

Final Inspection and Certificate of Completion – For all public facility projects, a certificate of completion pertaining to the project construction must be completed and submitted to Brazoria County by the engineer following final inspection.

EXHIBIT E

PROPERTY MANAGEMENT AND DISPOSITION

Property - is classified according to the following distinct categories:

- Real Property means land, including any improvements but excluding movable machinery and equipment.
- Personal Property is basically any kind of property other than real property. Personal property can be "tangible" such as supplies, furniture, and equipment or "intangible" such as copyrights, patents, and inventions.

Equipment - For all equipment acquired in whole or in part with CDBG funds, the following records must be kept for the useful life of the property and/or until disposal:

- Agency
- Equipment Description
- Physical Location
- Funding Source
- Total Cost
- Percentage from Grant Funds
- Acquisition Date
- Serial #/ID #
- Title Holder (if applicable)
- Use and Condition
- Disposition Date

*Equipment cannot be purchased with HOME program funds.

Inventory - The County must conduct a physical inventory of all property with a value of $5,000.00 or above at least every two years and retain a copy of the reconciliation until disposal or the end of the useful life. Whenever the equipment is no longer needed for the original project, program, or activity, the subrecipient must either transfer the equipment to another eligible party or it may be sold, retained, or otherwise disposed with any proceeds going to the County. Proceeds from any sale must be treated as program income.

Supplies – The residual inventory of supplies not needed by the subrecipient for CDBG activities must be transferred to the County or can be retained by the subrecipient after compensating the County. In cases where the residual inventory of supplies is sold, the proceeds are considered program income and must be paid back to the County.

Copyrights – The Federal government and the County of Brazoria reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the copyright to any work development with CDBG, HOME or ESG funds.

Real Property – A record of any real property purchased by the County or any subrecipient must be kept to ensure that program income from sales or rental from such property or assets is properly reported.

Use and Disposition - The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of $25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).

c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

EXHIBIT F

RECORDKEEPING AND REPORTING REQUIREMENTS

Accurate recordkeeping and reporting is crucial to document to HUD and the general public that public funds are being spent for what they were intended for and in compliance with Federal rules and regulations. Every subrecipient is required to establish and maintain at least three categories of records:

- Administrative records – These are files and records that apply to the overall administration of the Subrecipient's activities. They will include personnel files, property management files, general program files (application, subrecipient agreement, correspondence, reports, etc.), and legal files (articles of incorporation, by laws, tax status, board minutes, contracts and other agreements).

- Financial records – These include the general ledger, equipment inventory records, time sheets and payroll records, and support documentation (purchase orders, invoices, canceled checks, etc.) procurement files, bank account records, financial reports, audit reports, etc.

- Project/case files – These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

The County frequently specifies that subrecipients record-keeping requirements be very similar to those found in 24 CFR 570.503(b)(2) and 24 CFR 92.504 for CHDO's, so that they demonstrate compliance with program requirement requirements. Therefore a subrecipient should anticipate having to maintain records sufficient to:

- provide a full description of each activity
- demonstrate that each activity undertaken meets one of the National Program Objectives
- identify characteristics and the location of beneficiaries
- document compliance with federal requirements such as use of excessive force, conflict of interest, displacement, labor standards, bidding, fair housing, EEO, determination of allowability of costs etc.
- report the status of the case or project

Environmental Record - Subrecipients are not responsible for providing documentation for the initial environmental review of an activity because they cannot assume the grantee's responsibility. Brazoria County Community Development Department will assume that duty.

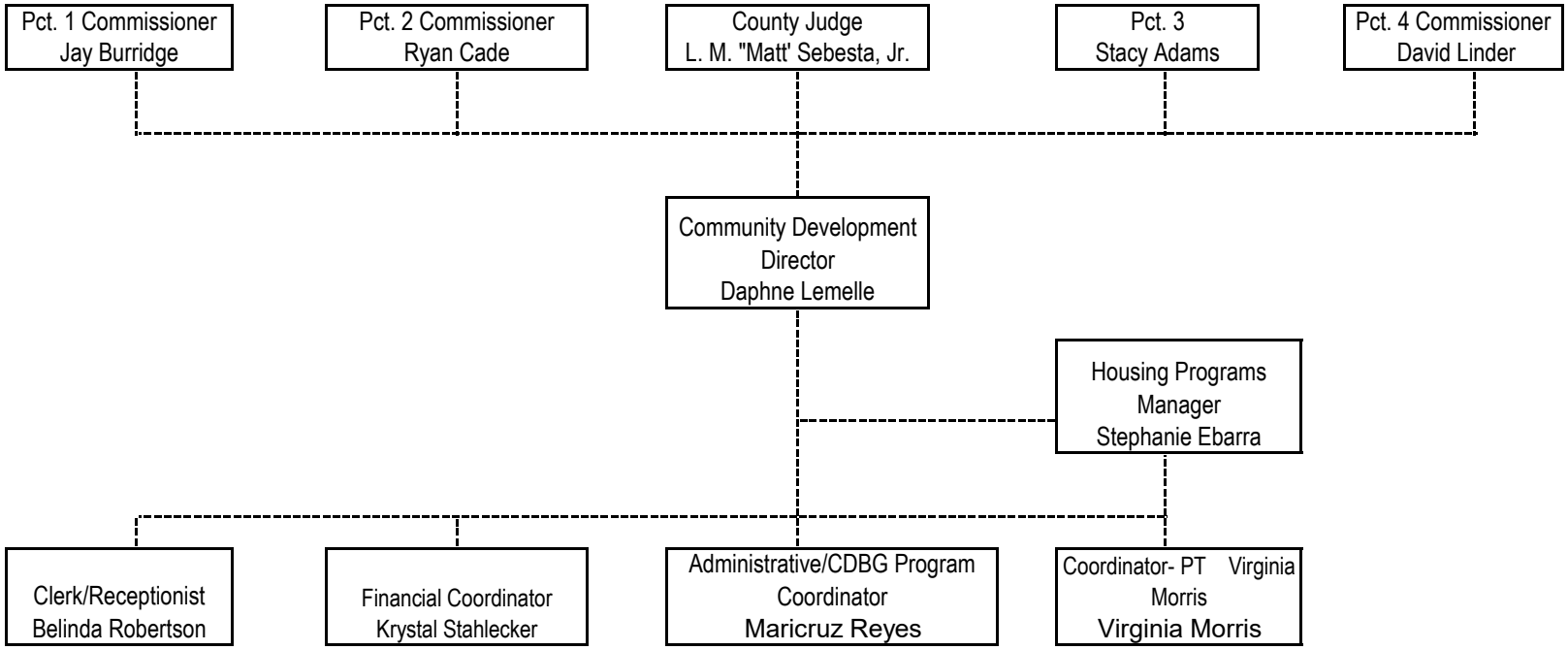
File Organization and Maintenance – To keep consistency throughout the program, each project file should contain the records as listed in the appropriate checklist.

Retention of Records – In general, all records are to be retained for at least five (5) years from the date of the last "event" (e.g., final payment). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retainage period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retainage period, whichever is later.

Access – All records pertinent to grant award must be accessible to County staff and representatives, HUD, the General Accounting Office, and/or other authorized governmental agencies.

ATTACHMENT A

Brazoria County Community Development Organizational Chart



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **7/14/2026**

SPCA of Brazoria County Memorandum of Understanding

Approve the attached Memorandum of Understanding between Brazoria County and the SPCA of Brazoria County.

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

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 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@spcabc.org

Markus Trower
Brazoria County Emergency Manager
979-864-1801
MarkusT@brazoriacountytx.gov

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: 6/18/26

Brazoria County Judge
Matt Sebesta

Signature:_____ Date:_____

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.

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beate@spcabc.org

Markus Trower
Brazoria County Emergency Manager
979-864-1801
MarkusT@brazoriacountytx.gov

Jessica Chase –Animal Issues Committee Chairman
979-864-1558
Jessica.chase@ag.tamu.edu

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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: 6/18/26

Brazoria County Judge
Matt Sebesta

Signature: Date: 7/14/26

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **7/14/2026**

Oyster Creek Gauges - Joint-Funding Agreement (Precinct 4)

Approve the Joint-Funding Agreement (JFA) with the United States Department of the Interior for annual water resource investigations of the Oyster Creek gauges described as the Oklahoma-Texas Water Science Center Water Resources Investigations project.

Whereas, the attached JFA authorizes the United States Department of the Interior and Brazoria County to participate in the necessary field and analytical work directly related the project for streamflow stations on Oyster Creek at CR 34, CR 42, and CR 290.

Whereas, funds for the County's share towards design and environmental work are available in the FY 2027 Road & Bridge Budget and will be provided in accordance with this Agreement.

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

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

Jun 4, 2026

Mr. Matt Hanks
County Engineer
Brazoria County Engineering Department
451 N. Velasco Suite 230
Angleton, TX 77515

Dear Mr. Hanks:

Enclosed is our standard joint-funding agreement 27SJJFATX214000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Brazoria County Engineering Department for negotiated deliverables (see attached), during the period October 1, 2026 through September 30, 2027 in the amount of $24,000 from your agency. U.S. Geological Survey contributions for this agreement are $0 for a combined total of $24,000. Please sign and return one fully-executed original to Mitchell King at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Michael Lee at (713) 560-9614 or email mtlee@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Mitchell King at phone number (405) 249-3296 or GS-W-OT_OTFM@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Meghan C Roussel

Meghan Roussel
Acting Director

Enclosure
27SJJFATX214000

Brazoria County Engineering Department
27SJJFATX214000

Station Number	Description	Code	No. Units	Difficulty Factor	USGS Funds	BCED Funds	Total
001: SURFACE WATER PROGRAM							
08078940	Oyster Ck at CR34 nr Angelton, TX Continuous Stage Only	S1LVL	1	1.0	$0	$8,000	$8,000
08078930	Oyster Ck at CR42 nr Angelton, TX Continuous Stage Only	S1LVL	1	1.0	$0	$8,000	$8,000
08079005	Oyster Ck at CR290 nr Angelton, TX Continuous Stage Only	S1LVL	1	1.0	$0	$8,000	$8,000
	SURFACE WATER TOTAL				$0	$24,000	$24,000

PROJECT	USGS FUNDS	BCED FUNDS	TOTAL
SURFACE WATER: 00150	**$0**	**$24,000**	**$24,000**
TOTAL	**$0**	**$24,000**	**$24,000**

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007265
Agreement #: 27SJJFATX214000
Project #: SJ009ME
TIN #: 74-6000044

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Brazoria County Engineering Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $0 by the party of the first part during the period October 1, 2026 to September 30, 2027

(b) $24,000 by the party of the second part during the period October 1, 2026 to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007265
Agreement #: 27SJJFATX214000
Project #: SJ009ME
TIN #: 74-6000044

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Michael Lee Branch Chief - Gulf Coast
Address:	19241 David Memorial Drive Suite 180 Shenandoah, TX 77385
Telephone:	(713) 560-9614
Fax:	(n/a)
Email:	mtlee@usgs.gov

Customer Technical Point of Contact

Name:	Matt Hanks County Engineer
Address:	451 N. Velasco Suite 230 Angleton, TX 77515
Telephone:	(979) 864-1265
Fax:	(n/a)
Email:	matth@brazoria-county.com

USGS Billing Point of Contact

Name:	Mitchell King Budget Analyst
Address:	202 NW 66th Street Oklahoma City, OK 73116
Telephone:	(405) 249-3296
Fax:	(n/a)
Email:	mking@usgs.gov

Customer Billing Point of Contact

Name:	Matt Hanks County Engineer
Address:	451 N. Velasco Suite 230 Angleton, TX 77515
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Fax:	(n/a)
Email:	matth@brazoria-county.com

U.S. Geological Survey
United States
Department of Interior

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2026.06.05 09:25:54 -05'00'

Name: Meghan Roussel
Title: Acting Director

Brazoria County Engineering Department

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **7/14/2026**

Exception to Subdivision Platting for MVL Construction and Land Clearing, LLC (Precinct 4)

1) The Court finds that:

a.) MVL Construction and Land Clearing, LLC has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is All that certain 5.00 acres of land out of the R.S. Stanger, Sr. called one hundred fifty acre tract being shown on the Tax Rolls as tract No. 12A-1D and said 5.00 acre tract being the same tract conveyed to George S. Usrey, as described in Volume 1294, Page 386 of the Deed Records of Brazoria County Texas, and conveyed to MVL Construction and Land Clearing, LLC in County Clerk's File No. 2026-000468; and

c.) The 5 acre tract is to be divided into 3 tracts; 1 tract along County Road 347 and 2 tracts along County Road 851A: Tract 1 with 3.006 acres and approximately 242.13 feet of frontage along CR 347, Tract 2 with 1.000 acres and approximately 121.02 feet of frontage along CR 851A, and Tract 3 with 1.000 acres and approximately 121.02 feet of frontage along CR 851A; and

d.) The Brazoria County Environmental Health Department has provided a letter dated June 17, 2026, stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District #11. Drainage District #11 has provided a letter dated June 5, 2026, stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by MVL Construction and Land Clearing, LLC is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of MVL Construction and Land Clearing, LLC tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED
MAR 17 2026
Engineering Dept.

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov For questions concerning this application, please contact the Engineering Department at (979) 864-1465.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Isidro Garcia Leal **Phone:** [redacted]

Name: _____

Owner Signature: Isidro G **Date:** 3-16-26

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 2583 CR 348 Brazoria TX 77422

E-mail Address: [redacted]

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____. (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: _____

Site Address or Legal Location, Abstract, CR #: 3413 CR 347 Brazoria TX 77422

Property ID#: 149646

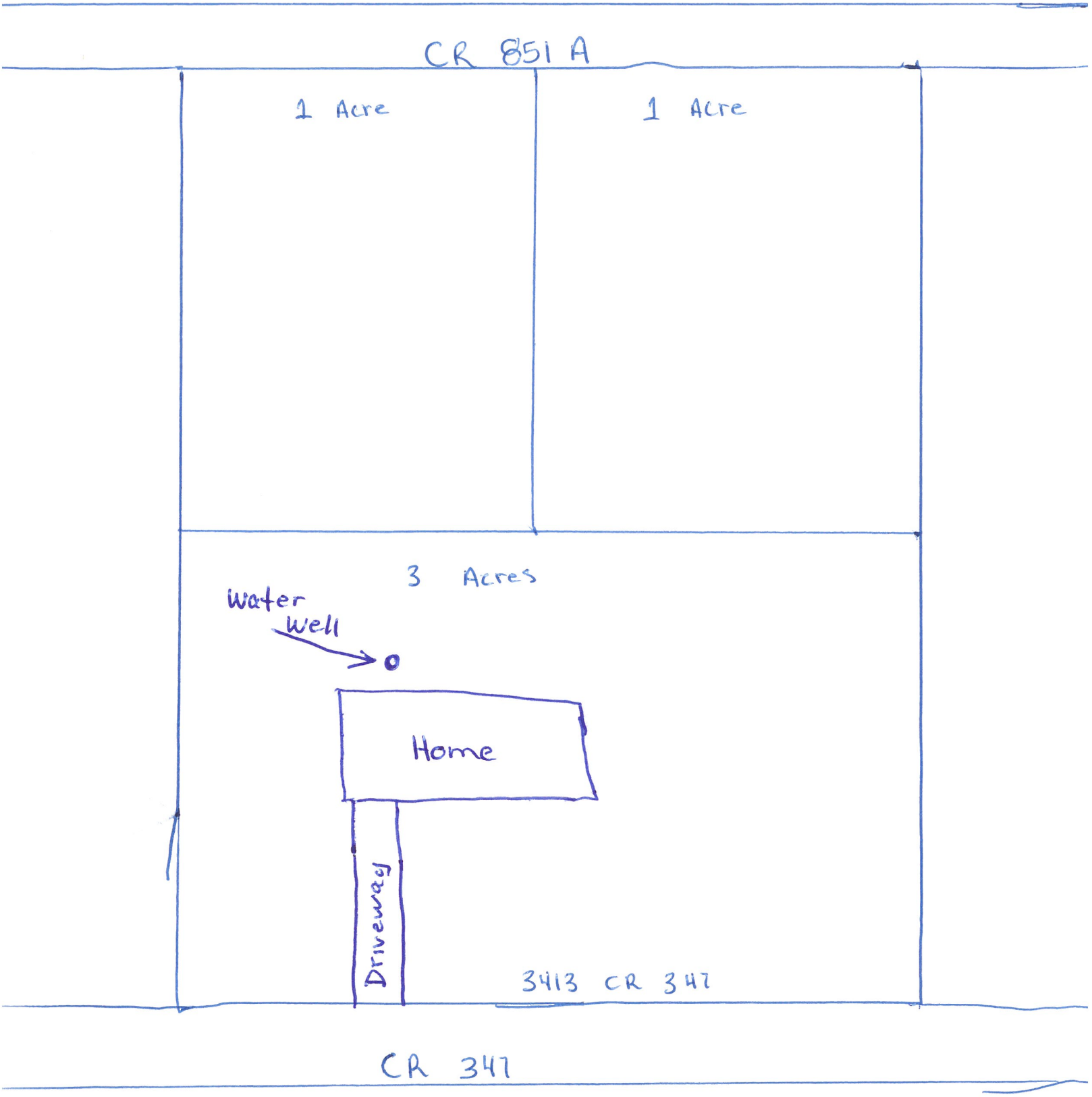
Tax Account #: _____

Number of Structures: 2 *Mobile Homes:* 1 *Other homes:* 1

Business or other structure with restrooms: NO

Private Water Well check: ☑ *YES* or ☐ *NO*

Public Water System MUD or Provider: _____


CR 851 A
1 Acre
1 Acre
3 Acres
Water Well
Home
Driveway
3413 CR 347
CR 347

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS: That **ROBERT BRUCE USREY,** hereinafter called GRANTOR, for and in consideration of the sum of $10.00 and other good and valuable consideration to GRANTOR, in hand paid by **MVL CONSTRUCTION AND LAND CLEARING, LLC,** 2583 CR 348, Brazoria, TX 77422, hereinafter called GRANTEE, have with the exceptions, reservations, restrictions, covenants and conditions hereinafter stated;

GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY UNTO GRANTEE, all my interest in and to the following described property, including accretion, if any, to-wit:

> ***All that certain 5.00 acres of land out of the R.S. Stanger, Sr. called one hundred fifty acre tract being shown on the Tax Rolls as tract No. 12A-1D and said 5.00 acre tract being the same tract conveyed to George S. Usrey, as described in Volume 1294, Page 386 of the Deed Records of Brazoria County, Texas and being more fully described by metes and bounds attached as Exhibit "A".***

THIS CONVEYANCE IS MADE SUBJECT to all the exceptions, reservations,

RECORDED BY
SOUTH LAND TITLE, LLC
GF # LJ2510944

agreements, restrictions, covenants and conditions affecting the title to the land herein conveyed, which appear in the public records of BRAZORIA County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE, its successors and assigns.

GRANTOR does hereby bind herself, her heirs and assigns, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto GRANTEE(S) and as appropriate, the heirs and assigns, or successors of GRANTEE(S), against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS THE GRANTOR to be effective the 19 day of December, 2025.

ROBERT BRUCE USREY

ACCEPTED:

MVL CONSTRUCTION AND LAND CLEARING, LLC

Isidro Garcia

By: ISIDRO GARCIA, Manager

THE STATE OF TEXAS

COUNTY OF Brazoria

This instrument was acknowledged before me on 19 day of December, 2025 by **ROBERT BRUCE USREY.**

MELISSA WALLACE
Notary Public, State of Texas
Comm. Expires 08-19-2026
Notary ID 12397653-6

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS

COUNTY OF Brazoria

This instrument was acknowledged before me on 19 day of December, 2025 by **ISIDRO GARCIA, Manager of MVL CONSTRUCTION AND LAND CLEARING, LLC.**

MELISSA WALLACE
Notary Public, State of Texas
Comm. Expires 08-19-2026
Notary ID 12397653-6

NOTARY PUBLIC, State of Texas

PREPARED BY:
Law Office of Everett S. Stovall
481 This Way; P. O. Box 1476
Lake Jackson, TX 77566
(979) 297-4210; Fax (979) 297-2751
C:\Users\Stovall1\Desktop\TKP\Real-est\USREY-REED-cde.wpd

Escrow File No.: LJ25109486

EXHIBIT "A"

All that certain lot, tract or parcel of land lying and being situated in the County of Brazoria, State of Texas. Said land being a tract or parcel of land containing Five (5) acres out of the R.S. Stanger, Sr. One Hundred Fifty acre tract, out of Division #9, S.F. Austin 7-1/3 League Grant, Abstract No. 20, Brazoria County, Texas; said one Hundred Fifty acre tract being shown on the Tax Rolls as Tract No. 12A-1;

The Five (5) acres hereby conveyed being described as follows:

Commencing at the Northeast corner of the said One Hundred Fifty acre tract;

THENCE West with the North line of the said One Hundred Fifty acre tract a distance of 2391.0 ft. to the point of beginning;

THENCE S 0° 08' E a distance of 900.00 ft. to a point for the Southeast corner;

THENCE West a distance of 242.00 ft. to a point for the Southwest corner;

THENCE N 0° 08' W a distance of 900.00 ft. to a point for the Northwest corner;

THENCE East a distance of 242.00 ft. to the place of beginning, and containing Five (5) acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

FILED and RECORDED

Instrument Number: 2026000468

Filing and Recording Date: 01/06/2026 08:43:30 AM Pages: 5 Recording Fee: $37.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kara

SOUTH LAND TITLE, LLC
Title Company Disclosure

GF # LJ25109486

BUYER(S): MVL Construction and Land Clearing, LLC, a Texas limited liability company

SELLER(S): Robert Bruce Usrey

LENDER:

PROPERTY ADDRESS: 3413 CR 347
Brazoria, TX 77486

LEGAL DESCRIPTION:

All that certain lot, tract or parcel of land lying and being situated in the County of Brazoria, State of Texas. Said land being a tract or parcel of land containing Five (5) acres out of the R.S. Stanger, Sr. One Hundred Fifty acre tract, out of Division #9, S.F. Austin 7-1/3 League Grant, Abstract No. 20, Brazoria County, Texas; said one Hundred Fifty acre tract being shown on the Tax Rolls as Tract No. 12A-1;

The Five (5) acres hereby conveyed being described as follows:

Commencing at the Northeast corner of the said One Hundred Fifty acre tract;

THENCE West with the North line of the said One Hundred Fifty acre tract a distance of 2391.0 ft. to the point of beginning;

THENCE S 0° 08' E a distance of 900.00 ft. to a point for the Southeast corner;

THENCE West a distance of 242.00 ft. to a point for the Southwest corner;

THENCE N 0° 08' W a distance of 900.00 ft. to a point for the Northwest corner;

THENCE East a distance of 242.00 ft. to the place of beginning, and containing Five (5) acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

By executing this Closing Affidavit, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by SOUTH LAND TITLE, LLC, and affirms the representations made by them to SOUTH LAND TITLE, LLC. Each disclosure and/or representation may jointly benefit SOUTH LAND TITLE, LLC and its title insurance underwriter-in-interest.

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the Secretary of State of Texas
Filing #: 806273714 10/24/2025
Document #: 1529146180003
Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

MVL CONSTRUCTION AND LAND CLEARING LLC

Article 2 – Registered Agent and Registered Office

☑ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Registered Agents Inc.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:
5900 Balcones Drive STE 100 Austin TX 78731

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☑ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **ISIDRO GARCIA** Title: **Manager**

Address: **5900 Balcones Drive STE 100 Austin TX, USA 78731**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

5900 Balcones Drive STE 100
Austin, Tx 78731
USA

Organizer

The name and address of the organizer are set forth below.

BusinessAnywhere LLC **1740 Dell Range Blvd H 13, Cheyenne, Wy 82009**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Rick Mak

Signature of Organizer

FILING OFFICE COPY

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

June 17, 2026

Isidro Garcia Leal
2583 CR 348
Brazoria, TX 77422

RE: Divide a Lot
Subdivision Name (if applicable) MVL Construction & Land Clearing LLC, Isidro Garcia Leal Property
Legal Description of Property: A0020 S F AUSTIN TRACT 12A1D (DIV 9) ACRES 5.0
Site Address of Property: 3413 County Road 347, Brazoria, TX 77422

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced sketch implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The survey proposes to divide Tract 12A1D 5.00-acres into three new tracts: Tract 12A1D1 3.006-acres with a 1967 built home (a new OSSF will be installed after the approved division), Tract 12A1D2 1.00-acre with a 2003 MH uninhabited and voided OSSF permit 850701073 and Tract 12A1D3 1.00-acre pasture. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the division of the property described as A0020 S F AUSTIN TRACT 12A1D (DIV 9) ACRES 5.0in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: Five acres being Lot 12A1D in Division 9 of the Stephen F. Austin 7-1/3 Leagues Grant, Abstract 20, Brazoria County, Texas described in a deed recorded in File 2026-000468 of the Official Records of Brazoria County, Texas, 3413 County Road 347.

REASON FOR SURVEY: (Attach survey plat)3.006 acres fronting on CR 347 with existing house and two 1.000 acre tract fronting on County Road 851A/ 1.000 acre tracts go to the middle of County Road 851A

APPLICANT NAME AND CONTACT INFORMATION (including email):Isidro Garcia
2583 County Road 348, [redacted]

OWNER NAME AND ADDRESS: MVL Construction Company and Land Clearing, LLC
Same contact information as Isidro Garcia

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter previously defined drainage easements.
3. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.

AFFIRMATION OF THE CONDITIONS BY OWNER:

Isidro Garcia — Signature of Owner

6-11-26 — Date

AUTHORIZATION FROM DRAINAGE DISTRICT:
Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L Stroud — Signature

6-05-2026 — Date

COPIES TO:
Applicant- Isidro Garcia
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- Bubba Davis
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
237 E. Locust St. Suite 104
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
00200625000

Statement Date:	05/06/2026
Owner:	MVL CONSTRUCTION AND LAND CLEARING LLC
Mailing Address:	2583 COUNTY ROAD 348 BRAZORIA TX 774225689

Property Location: 0003413 COUNTY ROAD 347
Legal: A0020 S F AUSTIN TRACT 12A1D (DIV 9) ACRES 5.0

TAX CERTIFICATE FOR ACCOUNT : 00200625000
AD NUMBER: 149646
GF NUMBER:
CERTIFICATE NO : 4328545

FEE : $10.00
DATE : 5/6/2026

COLLECTING AGENCY
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

CURRENT VALUES 2025

APPRAISED VALUE: 254,920

EXEMPTIONS: 23.231 Circuit Breaker Limitation

REQUESTED BY
GARCIA ISIDRA

3413 CR 347
BRAZORIA TX 774225689

TAX UNIT
BC EMERGENCY SERVICES #2
BC EMERGENCY SERVICES #6
BRAZORIA COUNTY
COLUMBIA-BRAZORIA ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
WEST BRAZORIA DRNGE DIST #11

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 00200625000

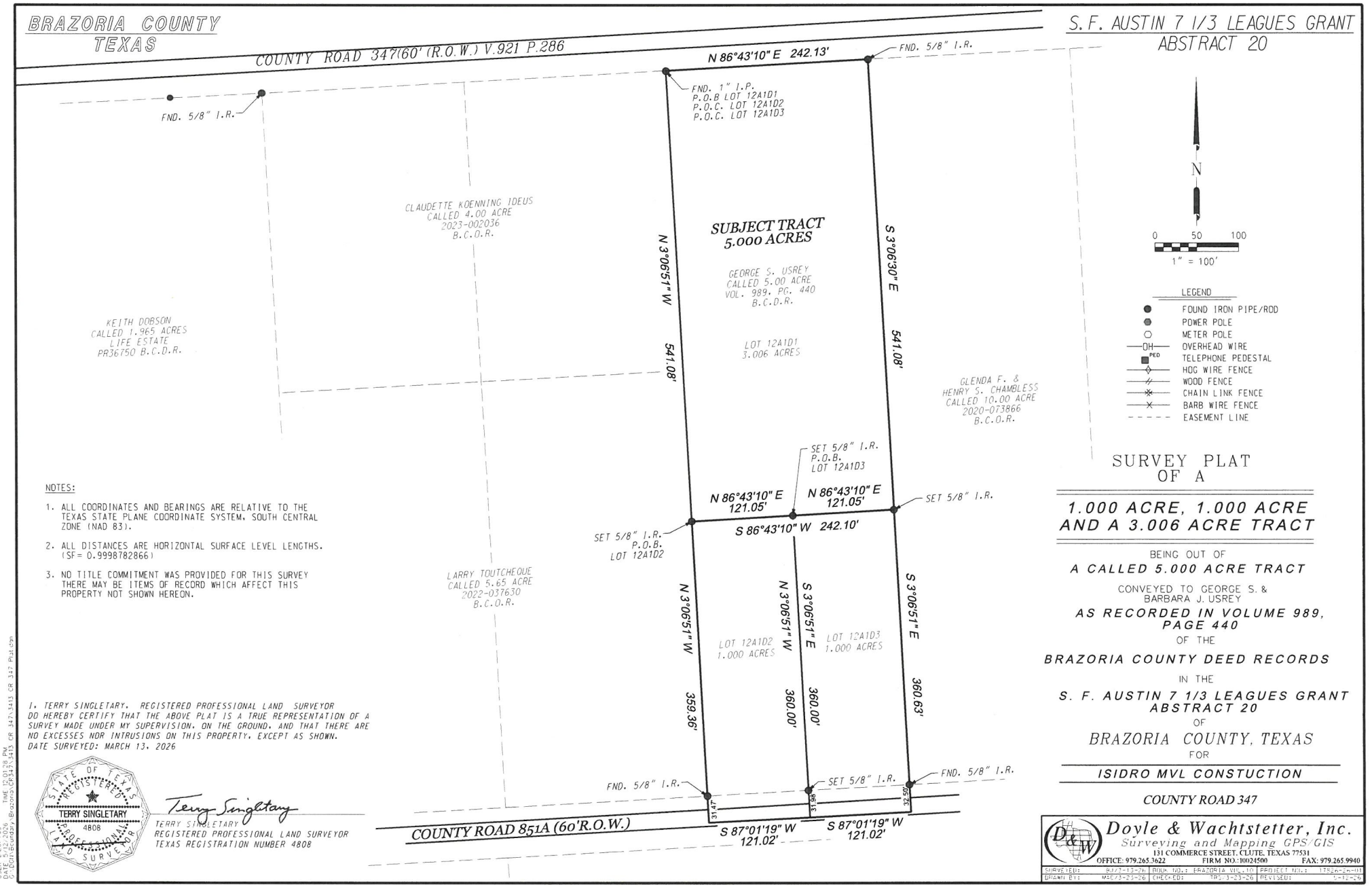
CERTIFICATE NO : 4328545

TOTAL CERTIFIED TAX DUE 5/2026 : **$0.00**

Ashley Trautstead 05/06/26

Signature of Authorized officer of collection office

Date



N

0 50 100

1" = 100'

LEGEND

- FOUND IRON PIPE/RDD
- POWER POLE
- METER POLE
- OVERHEAD WIRE
- TELEPHONE PEDESTAL
- HOG WIRE FENCE
- WOOD FENCE
- CHAIN LINK FENCE
- BARB WIRE FENCE
- EASEMENT LINE

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF= 0.9998782866)
3. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY NOT SHOWN HEREON.

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: MARCH 13, 2026

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

SURVEY PLAT OF A

1.000 ACRE, 1.000 ACRE AND A 3.006 ACRE TRACT

BEING OUT OF

A CALLED 5.000 ACRE TRACT

CONVEYED TO GEORGE S. & BARBARA J. USREY

AS RECORDED IN VOLUME 989, PAGE 440

OF THE

BRAZORIA COUNTY DEED RECORDS

IN THE

S. F. AUSTIN 7 1/3 LEAGUES GRANT ABSTRACT 20

OF

BRAZORIA COUNTY, TEXAS

FOR

ISIDRO MVL CONSTUCTION

COUNTY ROAD 347

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FIRM NO.:10024500 FAX: 979.265.9940

SURVEYED:	RH/3-13-26	BOOK NO.:	BRAZORIA VOL.10	PROJECT NO.:	17826-26-01
DRAWN BY:	MSC/3-23-26	CHECKED:	TRS/3-23-26	REVISED:	3-12-26

USER: L.LOFTUS
DATE: 3/23/2026
DWG: G:\Drawings\Brazoria\CR 347\3413 CR 347 Plat.dgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

3.006 ACRES TRACT 12A1D1
S. F. AUSTIN 7 1/3 LEAGUE, ABSTRACT 20
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 3.006 ACRES of land being out of a called 5.000 acre tract, said 1.00 acre Tract now known as Tract "**12A1D1**", conveyed to MVL Construction & Land Clearing LLC as described in Clerk's File No. 2026-000468 of the Brazoria County Official Records out of R. S. Stanger 150 acre tract situated in the Stephen F. Austin 7 1/3 League Grant, Abstract 20, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal, surface level lengths as follows:

BEGINNING at a found 1" iron pipe marking the Northeast corner of a called 4.0 acre tract conveyed to Claudette Koenning Ideus recorded in County Clerk's File 2023-002036 of the Brazoria County Deed Records with the South right-of-way line of County Road 347 (Brigance Road, 60' R.O.W.), same being the Northwest corner of said 5.00 acre tract conveyed to MVL Construction & Land Clearing and being the Northwest corner of herein described 3.006 acre tract being known as Tract 12A1D1;

THENCE North 86°43'10" East, coincident with the south right-of-way line of County Road 347, same being the North line of the said Tract 12A1D1, a distance of 242.13 feet to a found 5/8" iron rod with cap marking the Northwest corner of a called 10.00 acre tract conveyed to Glenda F. and Henry S. Chambless described in County Clerk's File 2020-073866 of the Brazoria County Official Records, same being the Northeast corner of herein described Tract;

THENCE South 3°06'30" East, coincident with the west line of the said Chambless 10.00 acre tract, a distance of 541.08 feet to a set 5/8" iron rod for the Southeast corner of the herein described tract, same being the Northeast corner of a called 1.00 acre tract (Tract 12A1D3), surveyed by this author on this even date;

THENCE South 86°43'10" West, coincident with the North line of the said 1.00 acre tract, at a distance of 121.05 feet pass a set 5/8" iron rod marking the Northwest corner of said 1.00 acre tract, same being the Northeast corner of a called 1.00 acre tract (Tract 12A1D2), surveyed by this author on this even date, continuing to a total distance of 242.10 feet to a set 5/8: iron rod marking the Northwest corner of the said 1.00 acre tract, same being in the East line of a called 5.65 acre tract conveyed to Larry Toutcheque described in County Clerk's File 2022-037630 of the Brazoria County Official Records and being the Southwest corner of herein described tract;

THENCE North 3°06'51" West, coincident with the East line of the said Toutcheque 5.65 acre tract, a distance of 541.08 feet to the **POINT OF BEGINNING**, containing 3.006 acres of land, more or less.



Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
March 17, 2026

This description is based on a survey, a plat of which, dated March 17, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

1.000 ACRES TRACT 12A1D2
S. F. AUSTIN 7 1/3 LEAGUE, ABSTRACT 20
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 1.000 ACRES of land being out of a called 5.000 acre tract, said 1.00 acre Tract now known as Tract **"12A1D2"** conveyed to MVL Construction & Land Clearing LLC as described in Clerk's File No. 2026-000468 of the Brazoria County Official Records out of R. S. Stanger 150 acre tract situated in the Stephen F. Austin 7 1/3 League Grant, Abstract 20, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal, surface level lengths as follows:

COMMENCING at a found 1" iron pipe marking the intersection of the East line of a called 4.0 acre tract conveyed to Claudette Koenning Ideus recorded in County Clerk's File 2023-002036 of the Brazoria County Deed Records with the South right-of-way line of County Road 347 (Brigance Road 60' R.O.W.), same being the Northwest corner of said 5.00 acre tract conveyed to MVL Construction & Land Clearing;

THENCE South 3°06'51" East, coincident with the East line of the said Ideus 4.000 acre tract, same being the West line of the said MVL Construction & Land Clearing 5.00 acre tract, a distance of 541.08 feet to a set 5/8" iron rod with cap marking the Northwest corner of herein described 1.00 acre tract (Tract 12A1D2) surveyed by this author on this even date same being the Southwest corner of a 3.006 acre tract (Tract 12A1D1) surveyed by this author on this even date, same being the East line of a called 5.65 acre tract conveyed to Larry Toutcheque described in County Clerk's File 2022-037630 of the Brazoria County Official Records and **POINT OF BEGINNING** of the herein described Tract 12A1D2);

THENCE North 86°43'10" East, coincident with the North line of the herein described 1.00 acre tract, same being the South line of the said 3.006 acre tract, a distance of 121.05 feet to a set 5/8" iron rod for the Northeast corner of the herein described tract, same being the Northwest corner of a 1.000 acre tract (Tract 12A1D3) surveyed by this author on this even date;

THENCE South 3°06'51" East, coincident with the West line of the said 1.000 acre Tract 12A1D3, at a distance of 328.00 feet pass a set 5/8" iron rod in the North right-of way line of County Road 851A, continuing to a total distance of 360.00 feet to a point for corner in the approximate centerline of County Road 851A for the Southeast corner of herein described tract;

THENCE South 87°01'19" West, coincident with the approximate centerline of County Road 851A, a distance of 121.02 feet to a point for corner in the approximate centerline of County Road 851A for the Southwest corner of herein described tract;

THENCE North 3°06'51" West, at a distance of 31.47 feet pass a found 5/8" iron rod with cap marking the Southeast corner of the said Toutcheque 5.65 acre tract, continuing to a total distance of 359.36 feet to the **POINT OF BEGINNING**, containing 1.000 acres of land, more or less.



Terry Singletary
Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
March 17, 2026

This description is based on a survey, a plat of which, dated March 17, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

1.000 ACRES TRACT 12A1D3
S. F. AUSTIN 7 1/3 LEAGUE, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 1.000 ACRES of land being out of a called 5.000 acre tract said 1.00 acre Tract now known as Tract **"12A1D3"** conveyed to MVL Construction & Land Clearing LLC as described in Clerk's File No. 2026-000468 of the Brazoria County Official Records out of R. S. Stanger 150 acre tract situated in the Stephen F. Austin 7 1/3 League Grant, Abstract 20, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal, surface level lengths as follows:

COMMENCING at a found 1" iron pipe marking the intersection of the East line of a called 4.0 acre tract conveyed to Claudette Koenning Ideus recorded in County Clerk's File 2023-002036 of the Brazoria County Deed Records with the South right-of-way line of County Road 347 (Brigance Road 60' R.O.W.), same being the Northwest corner of said 5.00 acre tract conveyed to MVL Construction & Land Clearing;

THENCE South 3°06'51" East, coincident with the East line of the said Ideus 4.000 acre tract, same being the West line of the said MVL Construction & Land Clearing 5.00 acre tract, a distance of 541.08 feet to a set 5/8" iron rod with cap marking the Northwest corner of a called 1.00 acre tract (Tract 12A1D2) surveyed by this author on this even date, same being the Southwest corner of a 3.006 acre tract (Tract 12A1D1) surveyed by this author on this even date, same being the East line of a called 5.65 acre tract conveyed to Larry Toutcheque described in County Clerk's File 2022-037630 of the Brazoria County Official;

THENCE North 86°43'10" East, coincident with the North line of the said 1.00 acre tract, same being the South line of the said 3.006 acre tract, a distance of 121.05 feet to a set 5/8" iron rod for the Northwest corner and **POINT OF BEGINNING** of the herein described tract 12A1D3;

THENCE North 86°43'10" East, coincident with the North line of the herein described 1.00 acre tract, same being the South line of the said 3.006 acre tract, a distance of 121.05 feet to a set 5/8" iron rod for the Northeast corner of the herein described tract, same being in the West line of a called 10.00 acre tract conveyed to Glenda F. and Henry S. Chambless described in County Clerk's File 202-073866 of the Brazoria County Official Records;

THENCE South 3°06'51" East, coincident with the west line of the said Chambless 10.000 acre tract, at a distance of 328.13 feet pass a found 5/8" iron rod in the North right-of way line of County Road 851A, continuing to a total distance of 360.63 feet to a point for corner in the approximate centerline of County Road 851A;

THENCE South 87°01'19" West, coincident with the approximate centerline of County Road 851A, a distance of 121.02 feet to a point for corner in the approximate centerline of County Road 851A for the Southwest corner of herein described Tract 12A1D3;

1.000 ACRES TRACT 12A1D3
S. F. AUSTIN 7 1/3 LEAGUE, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE North 3°06'51" West, at a distance of 31.98 feet pass a set 5/8 iron rod with cap in the North right-of-way line of County Road 851A, continuing to a total distance of 360.00 feet to the **POINT OF BEGINNING**, containing 1.000 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
March 17, 2026



This description is based on a survey, a plat of which, dated March 17, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **7/14/2026**

Exception to Subdivision Platting for Dakota Schmidt (Precinct 4)

1) The Court finds that:

a.) Dakota Schmidt has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is All that certain 8.303 acres of land being that same called 8.303 acre tract conveyed to Barbara Jean Martin et al in County Clerk's File 2024-017508 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, and conveyed to Dakota Schmidt in County Clerk's File No. 2026-008543; and

c.) The 8.303 acre tract is to be divided into 4 tracts along County Road 345: Tract 1 with 1.00 acres and approximately 262.70 feet of frontage along CR 345, Tract 2 with 1.00 acres and approximately 262.70 feet of frontage along CR 345, Tract 3 with 5.30 acres and approximately 1392.20 feet of frontage along CR 345, and Tract 4 with 1.00 acres and approximately 253.76 feet of frontage along CR 345 and approximately 167.08 feet of frontage along CR 353; and

d.) The Brazoria County Environmental Health Department has provided a letter dated June 17, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District #11. Drainage District #11 has provided a letter dated June 8, 2026 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by Dakota Schmidt is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of Dakota Schmidt tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED
MAR 09 2026
Engineering Dept.

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov. For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Dakota Schmidt **Phone:** [redacted]

Name: _____

Owner Signature: _____ **Date:** 2/5/26

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 650 FM 522, West Columbia, Tx 77486

E-mail Address: [redacted]

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____ (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 8.3

Site Address or Legal Location, Abstract, CR #: CR 345

Property ID#: 188892

Tax Account #: _____

Number of Structures: 0 *Mobile Homes:* _____ *Other homes:* _____

Business or other structure with restrooms: _____

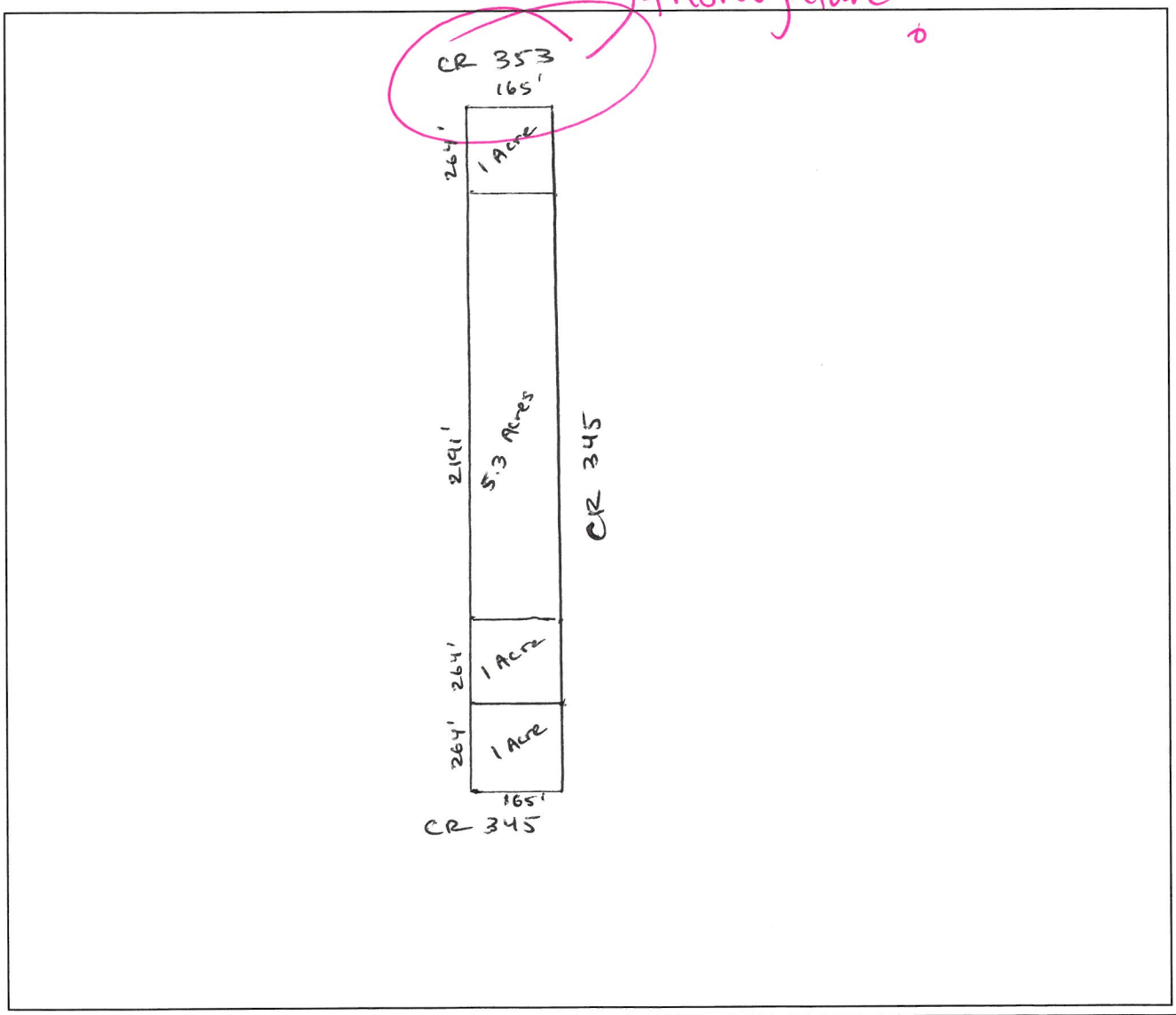
Private Water Well check: ☑ ***YES*** *or* ☐ ***NO***

Public Water System MUD or Provider: _____

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – 188892



Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

New Application Submissions will receive a confirmation of receipt within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- ☑ Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- ☑ One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☑ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot name *must* be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot names must be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract
- ☐ Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- ☐ Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - ➔ Completed on Pg. 2
- ☐ One copy of the official recorded deed of *current* landowner
- ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- ☐ Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- ☐ Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR-RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: February 27, 2026

Grantor: ARVA LYNETTE NEAL HOWARD; BARBARA JEAN MARTIN; MARVIN NEAL; MARCELLA NEAL GUIDRY; TYREE FORD; and GERALD DARMAINE FORD

Grantor's Mailing Address:

ARVA LYNETTE NEAL HOWARD
3403 Arbor
Houston, TX 77004

BARBARA JEAN MARTIN
3337 Prospect
Houston, TX 77004

MARVIN NEAL
6051 Belmark St
Houston, TX 77033

MARCELLA NEAL GUIDRY
5925 Almeda Rd #10917
Houston, TX 77004

TYREE FORD
15111 Carol Chase Circle
Missouri City, TX 77489

GERALD DARMAINE FORD
3319 Hawkins Glen Lane
Katy, TX 77449

Grantee: DAKOTA SCHMIDT

Grantee's Mailing Address:
650 FM 522
West Columbia, Texas 77486

RECORDED BY
SOUTH LAND TITLE, LLC
GF # LJ26110348

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of DON MCGUIRT in the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of DON MCGUIRT and by a first-lien deed of trust of even date from Grantee to GREG SAVAGE, trustee.

Property (including any improvements):

ALL THAT CERTAIN 8.303 ACRES of land being that same called 8.303 acre tract conveyed to Barbara Jean Martin et al in County Clerk s File 2024017508 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, and more particularly described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

SUBJECT to the following matters to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the public records of Brazoria County, Texas; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE

PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

DON MCGUIRT, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of DON MCGUIRT and are transferred to DON MCGUIRT without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

ARVA LYNETTE NEAL HOWARD

BARBARA JEAN MARTIN

MARVIN NEAL

MARCELLA NEAL GUIDRY

TYREE FORD

GERALD DARMAINE FORD

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 24, 2026, by ARVA LYNETTE NEAL HOWARD.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 24, 2026, by BARBARA JEAN MARTIN.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 24, 2026, by MARVIN NEAL.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 24, 2026, by MARCELLA NEAL GUIDRY.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 24, 2026, by TYREE FORD.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 24, 2026, by GERALD DARMAINE FORD.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

EXHIBIT "A"

ALL THAT CERTAIN 8.303 ACRES of land being that same called 8.303 acre tract conveyed to Barbara Jean Martin et al in County Clerk's File 2024017508 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1" iron bar marking the southwest corner of Lot 11 of the Hallie Bowers Subdivision, same being in the north line of Lot 12, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records;

THENCE North 86°52'15" East, coincident with the south line of said Lot 11 and Lot 12, Hallie Bowers Subdivision, same being the north line of said Lot 12 and Lot 13, Block 17 of said Wild Peach Subdivision, a distance of 1273.06 feet to a point for corner, same being the southeast corner of the Estate of Hollis Melbo Williams recorded in County Clerk's File 2024030011 of the Brazoria County Deed Records and being in the right-of-way of County Road 345 (60' wide R.O.W.) and being the POINT OF BEGINNING of the herein described tract;

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, at 20.00 feet pass a found 1" iron pipe for reference point and continue for a total distance of 2192.58 feet to a found 1" iron pipe marking the northeast corner of the said Williams tract, same being in the south right-of-way line of County Road 353 (80' wide R.O.W.);

THENCE South 85°55'29" East, along the south right-of-way line of County Road 353, at 139.77 feet to a set 5/8" iron rod on line for reference, continuing for a total distance of 167.07 feet to a point for corner in the approximate centerline of County Road 345, same being the northwest corner of Lot 1, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records and being the northeast corner of herein described tract;

THENCE South 3°09'56" East, coincident with the approximate centerline of County Road 345, same being the west line of Lots 1-11 and Lot 14, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 2171.63 to a found 2" iron pipe marking the southeast corner of herein described tract, same being the southeast corner of said Lot 12;

THENCE South 86°52'15" West, in the right-of-way of County Road 345, same being the south line of said Lot 12, also being along the north line of Lot 13, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 165.83 feet to the PLACE OF BEGINNING, containing 8.303 acres of land, more or less.

FILED and RECORDED

Instrument Number: 2026008543

Filing and Recording Date: 02/24/2026 03:42:02 PM Pages: 7 Recording Fee: $45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-katelynr

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

June 17, 2026

Dakota Schmidt
650 FM 522
West Columbia, TX 77486

RE: Divide a Lot
Subdivision Name (if applicable) Schmidt Property
Legal Description of Property: Bowers (A0020 S F AUSTIN DIV 3) LOT 12A ACRES 8.3
Site Address of Property: County Road 353, Brazoria, TX 77486 PID 188892

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced sketch implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The survey proposes to divide Lot 12A acres-8.3 into four lots: Lot 12A1 acre-1.00 of native pasture, Lot 12A2 acre-1.00 of native pasture, Lot 12A3 acres-5.30 of native pasture with 70.0' drainage easement (0.218-acres), and Lot 12A4 acre-1.00 of native pasture. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the division of the property described as Bowers (A0020 S F AUSTIN DIV 3) LOT 12A ACRES 8.3 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: 8.303 acres out of Lot 12 of the Hallie Bowers Subdivision in the S. F. Austin 7-1/3 Leagues Grant, Abstract 20, Brazoria County, Texas. At the intersection of County Road 345 and County Road 353..

REASON FOR SURVEY: (Attach survey plat) Make a 1.00 acre tract at the intersection of CR 345 and CR 353. Two 1.00 acre tracts at the South end of the property. This leaves a 5.30 acre tract in the middle of the property.

APPLICANT NAME AND CONTACT INFORMATION (including email): Dakota Schmidt Birdsong Real Estate 238 Plantation, Clute, TX 77531. [redacted]

OWNER NAME AND ADDRESS: (If different than applicant) Same as applicant.

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.
3. There is a large existing drainage ditch which goes through the middle of the 5.30 acre tract. The ditch is presently maintained by WBCDD. It drains a large portion of Wild Peach. It is being designated as a 70 foot drainage easement to insure that it is not adversely altered by a future owner of the 5.30 acre tract.

AFFIRMATION OF THE CONDITIONS BY OWNER:

Signature of Owner — Date: 6/9/26

AUTHORIZATION FROM DRAINAGE DISTRICT:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L. Stroud — Signature

6-08-26 — Date

COPIES TO:
Applicant-Dakota Schmidt
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- Bubba Davis
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
237 E. Locust St. Suite 104
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
20000008000

Statement Date:	06/15/2026
Owner:	SCHMIDT DAKOTA
Mailing Address:	650 FM 522 RD WEST COLUMBIA TX 774869493

Property Location: COUNTY ROAD 353
Legal: BOWERS (A0020 S F AUSTIN DIV 3) LOT 12A ACRES 8.3

TAX CERTIFICATE FOR ACCOUNT : 20000008000
AD NUMBER: 188892
GF NUMBER:
CERTIFICATE NO : 4396539

FEE : $10.00
DATE : 6/15/2026

COLLECTING AGENCY
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

CURRENT VALUES 2025

APPRAISED VALUE: 352,960

EXEMPTIONS: Ag 1D1

REQUESTED BY
DEREK SCHMIDT

1472 CAMELLIA
SWEENY TX 77480

TAX UNIT

BC EMERGENCY SERVICES #2
BC EMERGENCY SERVICES #6
BRAZORIA COUNTY
COLUMBIA-BRAZORIA ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
WEST BRAZORIA DRNGE DIST #11

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 20000008000

CERTIFICATE NO : 4396539

TOTAL CERTIFIED TAX DUE 6/2026 : **$0.00**

Monisela Guajardo
Signature of Authorized officer of collection office

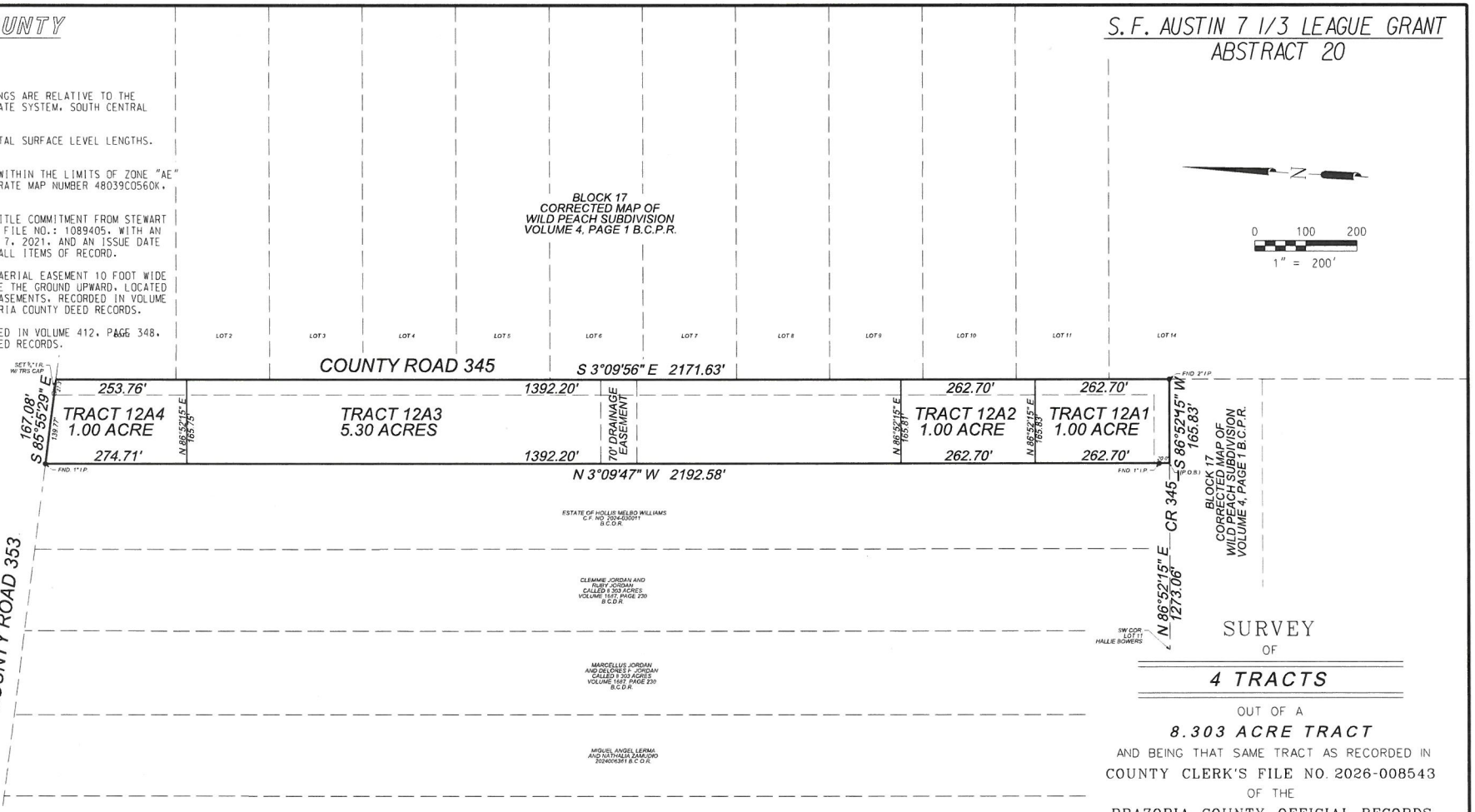
6/15/2026
Date

BRAZORIA COUNTY TEXAS

S.F. AUSTIN 7 1/3 LEAGUE GRANT ABSTRACT 20

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99987799141)
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0560K, DATED 12-30-20.
4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM STEWART TITLE GUARANTY COMPANY FILE NO.: 1089405, WITH AN EFFECTIVE DATE OF JANUARY 7, 2021, AND AN ISSUE DATE OF JANUARY 21, 2021, FOR ALL ITEMS OF RECORD.
5. THERE IS AN UNOBSTRUCTED AERIAL EASEMENT 10 FOOT WIDE FROM A PLANE 20 FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL UTILITY EASEMENTS, RECORDED IN VOLUME 5, PAGE 221, OF THE BRAZORIA COUNTY DEED RECORDS.
5. BUILDING LINES ARE RECORDED IN VOLUME 412, PAGE 348, OF THE BRAZORIA COUNTY DEED RECORDS.



SURVEY
OF

4 TRACTS

OUT OF A

8.303 ACRE TRACT

AND BEING THAT SAME TRACT AS RECORDED IN
COUNTY CLERK'S FILE NO. 2026-008543
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE

S.F. AUSTIN 7 1/3 LEAGUE GRANT ABSTRACT 20

BRAZORIA COUNTY, TEXAS

FOR

DAKOTA SCHMIDT

COUNTY ROAD 345

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: MAY 22, 2026

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

LEGEND

- ● FOUND IRON PIPE/ROD
- ○ SET 5/8" IRON ROD W/ TRS CAP
- EASEMENT
- LOT LINE
- PROPERTY LINE

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.:10024500

SURVEYED:	5-22-26	BOOK:	BRAZORIA VOL.	PROJ NO:	17698-26-07
DRAWN BY:	JMJ/5-5-26	CHECKED:	TRS/5-22-26	REVISED:	NONE

USER: tsingletary
DATE/TIME: 5/22/2026 9:46:16 AM
C:\Civil Boundary\Brazoria Hallie Bowers\Plat for County.dgn

Doyle & Wachtstetter, Inc
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1.00 ACRE TRACT
LOT 12A1
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 1.00 ACRE of land being out of that same called 8.303 acre tract conveyed to Dakota Schmidt as recorded in County Clerk's File 2026-008543 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, said 1.00 acre tract now known as **"Lot 12A1"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1" iron bar marking the southwest corner of Lot 11 of the Hallie Bowers Subdivision, same being in the north line of Lot 12, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records;

THENCE North 86°52'15" East, coincident with the south line of said Lot 11 and Lot 12, Hallie Bowers Subdivision, same being the north line of said Lot 12 and Lot 13, Block 17 of said Wild Peach Subdivision, a distance of 1273.06 feet to a point for corner, same being the southeast corner of the Estate of Hollis Melbo Williams recorded in County Clerk's File 2024030011 of the Brazoria County Deed Records and being in the right-of-way of County Road 345 (60' wide R.O.W.) and being the **POINT OF BEGINNING** of the herein described tract;

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, at 20.00 feet pass a found 1" iron pipe for reference point and continue for a total distance of 262.70 feet to a set 5/8" iron rod for the Northwest corner of herein described **"Lot 12A1";**

THENCE North 86°52'15" East, along the newly created line coincident with "Tract 12A2", at 135.83 feet pass a set 5/8" iron rod located in the West right-of-way line of County Road 345 and continue for a total distance of 165.83 feet to a point for corner in the centerline of said County Road 345 for the Northeast corner of herein described **"Lot 12A1";**

THENCE South 3°09'56" East, coincident with the approximate centerline of County Road 345, same being the west line of Lot 11 and Lot 14, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 262.70 to a found 2" iron pipe marking the Southeast corner of herein described **"Lot 12A1";**

1.00 ACRE TRACT
LOT 12A1
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 86°52'15" West, coincident with the approximate centerline of said County Road 345, same being the south line of said Lot 12, also being along the north line of Lot 13, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 165.83 feet to the **PLACE OF BEGINNING**, containing 1.00 acres of land, more or less.



Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
May 22, 2026

This description is based on a survey, a plat of which, dated May 22, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

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1.00 ACRE TRACT
LOT 12A2
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 1.00 ACRE of land being out of that same called 8.303 acre tract conveyed to Dakota Schmidt as recorded in County Clerk's File 2026-008543 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, said 1.00 acre tract now known as **"Lot 12A2"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1" iron bar marking the southwest corner of Lot 11 of the Hallie Bowers Subdivision, same being in the north line of Lot 12, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records;

THENCE North 86°52'15" East, coincident with the south line of said Lot 11 and Lot 12, Hallie Bowers Subdivision, same being the north line of said Lot 12 and Lot 13, Block 17 of said Wild Peach Subdivision, a distance of 1273.06 feet to a point for corner, same being the southeast corner of the Estate of Hollis Melbo Williams recorded in County Clerk's File 2024030011 of the Brazoria County Deed Records and being in the right-of-way of County Road 345 (60' wide R.O.W.);

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, at 20.00 feet pass a found 1" iron pipe for reference point and continue for a total distance of 262.70 feet to a set 5/8" iron rod for the Northwest corner "Lot 12A1", same being the Southwest corner of herein described **"Lot 12A2"** and being the **POINT OF BEGINNING;**

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, a distance of 262.70 feet to a set 5/8" iron rod for the Northwest corner of herein described **"Lot 12A2",** same being the Southwest corner of "Lot 12A3";

THENCE North 86°52'15" East, along the newly created line coincident with "Tract 12A3", at 135.81 feet pass a set 5/8" iron rod located in the West right-of-way line of County Road 345 and continue for a total distance of 165.81 feet to a point for corner in the centerline of said County Road 345 for the Northeast corner of herein described **"Lot 12A2";**

1.00 ACRE TRACT
LOT 12A2
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 3°09'56" East, coincident with the approximate centerline of County Road 345, same being the west line of Lots 9, 10 and Lot 11, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 262.70 to a point for corner and being the southeast corner of herein described **"Lot 12A2";**

THENCE South 86°52'15" West, coincident with said "Lot 12A1", a distance of 165.83 feet to the **PLACE OF BEGINNING**, containing 1.00 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
May 22, 2026



This description is based on a survey, a plat of which, dated May 22, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

5.30 ACRE TRACT
LOT 12A3
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 5.30 ACRE of land being out of that same called 8.303 acre tract conveyed to Dakota Schmidt as recorded in County Clerk's File 2026-008543 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, said 1.00 acre tract now known as **"Lot 12A3"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1" iron bar marking the southwest corner of Lot 11 of the Hallie Bowers Subdivision, same being in the north line of Lot 12, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records;

THENCE North 86°52'15" East, coincident with the south line of said Lot 11 and Lot 12, Hallie Bowers Subdivision, same being the north line of said Lot 12 and Lot 13, Block 17 of said Wild Peach Subdivision, a distance of 1273.06 feet to a point for corner, same being the southeast corner of the Estate of Hollis Melbo Williams recorded in County Clerk's File 2024030011 of the Brazoria County Deed Records and being in the right-of-way of County Road 345 (60' wide R.O.W.);

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, at 20.00 feet pass a found 1" iron pipe for reference point and continue for a total distance of 525.40 feet to a set 5/8" iron rod for the Northwest corner "Lot 12A2", same being the Southwest corner of herein described **"Lot 12A3"** and being the **POINT OF BEGINNING;**

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, a distance of 1392.20 feet to a set 5/8" iron rod for the Northwest corner of herein described **"Lot 12A3",** same being the Southwest corner of "Lot 12A4";

THENCE North 86°52'15" East, along the newly created line coincident with "Tract 12A4", at 135.75 feet pass a set 5/8" iron rod located in the West right-of-way line of County Road 345 and continue for a total distance of 165.75 feet to a point for corner in the centerline of said County Road 345 for the Northeast corner of herein described **"Lot 12A3";**

5.30 ACRE TRACT
LOT 12A3
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS

THENCE South 3°09'56" East, coincident with the approximate centerline of County Road 345, same being the west line of Lots 2 thru 9, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 1392.20 to a point for corner and being the southeast corner of herein described **"Lot 12A3";**

THENCE South 86°52'15" West, coincident with said "Lot 12A2", a distance of 165.81 feet to the **PLACE OF BEGINNING**, containing 5.30 acres of land, more or less.



Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
May 22, 2026

This description is based on a survey, a plat of which, dated May 22, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Website: DW-Surveyor.com

Doyle & Wachtstetter, Inc
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1.00 ACRE TRACT
LOT 12A4
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 1.00 ACRE of land being out of that same called 8.303 acre tract conveyed to Dakota Schmidt as recorded in County Clerk's File 2026-008543 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, said 1.00 acre tract now known as **"Lot 12A4"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1" iron bar marking the southwest corner of Lot 11 of the Hallie Bowers Subdivision, same being in the north line of Lot 12, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records;

THENCE North 86°52'15" East, coincident with the south line of said Lot 11 and Lot 12, Hallie Bowers Subdivision, same being the north line of said Lot 12 and Lot 13, Block 17 of said Wild Peach Subdivision, a distance of 1273.06 feet to a point for corner, same being the southeast corner of the Estate of Hollis Melbo Williams recorded in County Clerk's File 2024030011 of the Brazoria County Deed Records and being in the right-of-way of County Road 345 (60' wide R.O.W.);

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, at 20.00 feet pass a found 1" iron pipe for reference point and continue for a total distance of 1917.8 feet to a set 5/8" iron rod for the Northwest corner "Lot 12A3", same being the Southwest corner of herein described **"Lot 12A4"** and being the **POINT OF BEGINNING;**

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, a distance of 274.71 feet to a found 1" iron pipe for the Northwest corner of herein described **"Lot 12A4"** and being located in the South right-of-way line of County Road 353 (80' R.O.W.);

THENCE South 85°55'29" East, coincident with the South right-of-way line of County Road 353, at 139.77 feet pass a set on line for reference, continuing for a total distance of 167.08 feet to a point for corner in the approximate centerline of County Road 345, same being the Northwest corner of Lot 1, Block 17 of the Corrected Map of Wild Peach Subdivision as recorded in Volume 4, Page 1,

of the Brazoria County Plat Records and being the Northeast corner of herein described **"Lot 12A4".**

THENCE South 3°09'56" East, coincident with the approximate centerline of County Road 345, same being the west line of Lots 1 and 2, Block 17 of the Corrected Map of Wild Peach Subdivision, a distance of 253.76 feet to a point for corner and being the Southeast corner of herein described **"Lot 12A4",** same being the northeast corner of "Lot12A3";

THENCE South 86°52'15" West, coincident with said "Lot 12A3", a distance of 165.75 feet to the **PLACE OF BEGINNING**, containing 1.00 acres of land, more or less.



Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
May 22, 2026

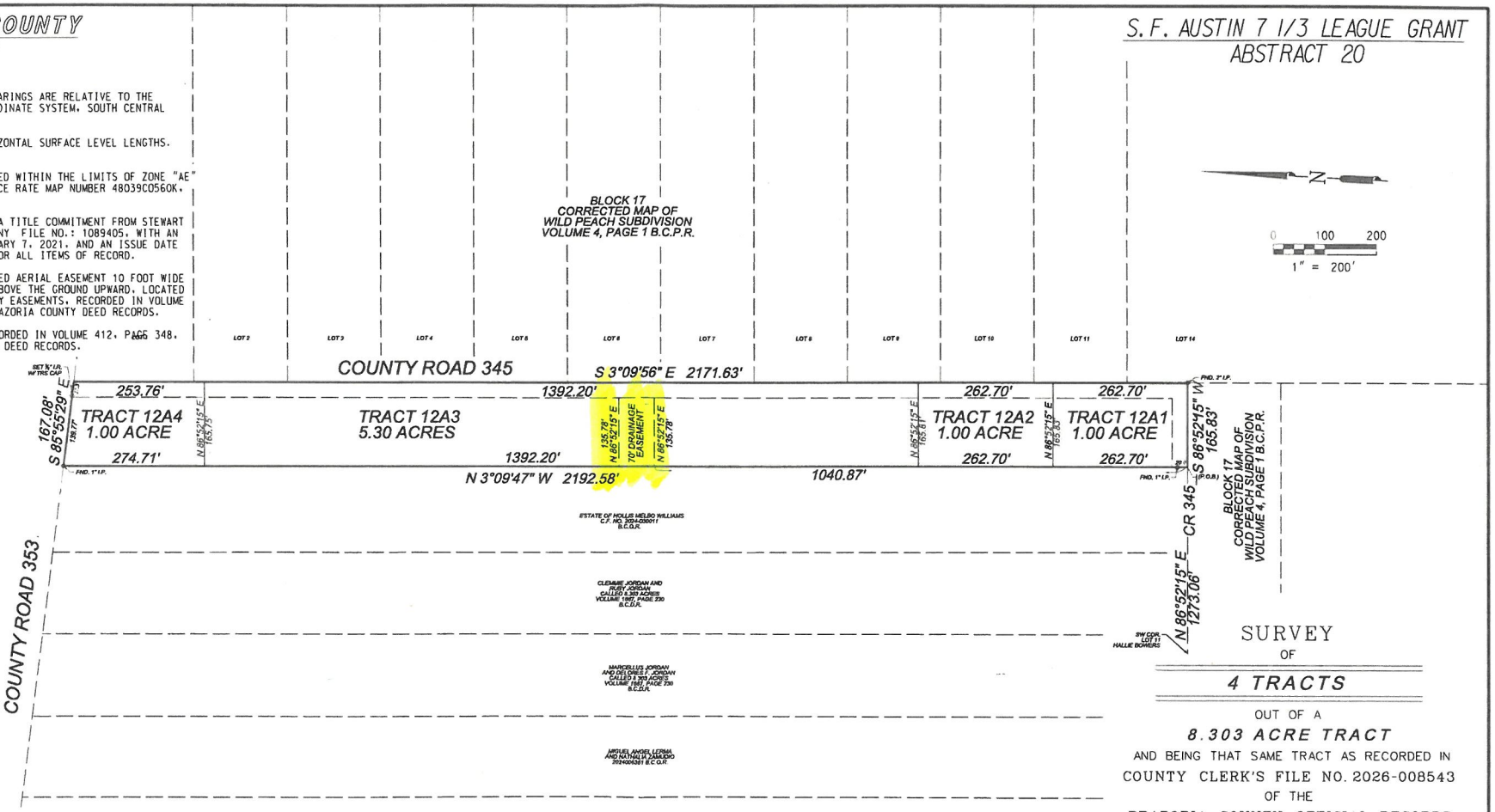
This description is based on a survey, a plat of which, dated May 22, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

BRAZORIA COUNTY TEXAS

S.F. AUSTIN 7 1/3 LEAGUE GRANT ABSTRACT 20

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99987799141)
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0560K, DATED 12-30-20.
4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM STEWART TITLE GUARANTY COMPANY FILE NO.: 1089405, WITH AN EFFECTIVE DATE OF JANUARY 7, 2021, AND AN ISSUE DATE OF JANUARY 21, 2021, FOR ALL ITEMS OF RECORD.
5. THERE IS AN UNOBSTRUCTED AERIAL EASEMENT 10 FOOT WIDE FROM A PLANE 20 FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL UTILITY EASEMENTS, RECORDED IN VOLUME 5, PAGE 221, OF THE BRAZORIA COUNTY DEED RECORDS.
5. BUILDING LINES ARE RECORDED IN VOLUME 412, PAGE 348, OF THE BRAZORIA COUNTY DEED RECORDS.



0 100 200
1" = 200'

SURVEY OF 4 TRACTS

OUT OF A

8.303 ACRE TRACT

AND BEING THAT SAME TRACT AS RECORDED IN COUNTY CLERK'S FILE NO. 2026-008543 OF THE BRAZORIA COUNTY OFFICIAL RECORDS IN THE

S.F. AUSTIN 7 1/3 LEAGUE GRANT ABSTRACT 20

BRAZORIA COUNTY, TEXAS

FOR

DAKOTA SCHMIDT

COUNTY ROAD 345

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: MAY 22, 2026

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

LEGEND

- FOUND IRON PIPE/ROD
- SET ⅝" IRON ROD W/ TRS CAP
- EASEMENT
- LOT LINE
- PROPERTY LINE

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.:10024500

SURVEYED:	5-22-26	BOOK:	BRAZORIA VOL.	PROJ NO:	17698-26-07
DRAWN BY:	JMJ/3-5-26	CHECKED:	TRS/5-22-26	REVISED:	NONE

USER: l.whitehurst
DATE: 5/27/2026 TIME: 10:36:57 AM
G:\DGN\Boundary\Brazoria\Hollie Bowers\Plat for County.dgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

70.0' DRAINAGE EASEMENT
0.218 ACRES
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 0.218 ACRE DRAINAGE EASEMENT out of that same called 8.303 acre tract conveyed to Dakota Schmidt as recorded in County Clerk's File 2026-008543 of the Brazoria County Official Records and being that same tract described in Volume 1687, Page 230 of the Brazoria County Deed Records and out of Lot 12 of the Hallie Bowers Subdivision recorded in Volume 2, Page 175 of the Brazoria County Plat Records and being situated in the Stephen F. Austin 7-1/3 Leagues, Abstract 20, Brazoria County, Texas, said 0.218 acre drainage easement more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1" iron bar marking the southwest corner of Lot 11 of the Hallie Bowers Subdivision, same being in the north line of Lot 12, Block 17 of the Corrected Map of Wild Peach Subdivision recorded in Volume 4, Page 1 of the Brazoria County Plat Records;

THENCE North 86°52'15" East, coincident with the south line of said Lot 11 and Lot 12, Hallie Bowers Subdivision, same being the north line of said Lot 12 and Lot 13, Block 17 of said Wild Peach Subdivision, a distance of 1273.06 feet to a point for corner, same being the southeast corner of the Estate of Hollis Melbo Williams recorded in County Clerk's File 2024030011 of the Brazoria County Deed Records and being in the right-of-way of County Road 345 (60' wide R.O.W.).

THENCE North 3°09'47" West, coincident with the east line of said Williams tract, at 20.00 feet pass a found 1" iron pipe for reference point and continue for a total distance of 1040.87 feet to a point for corner and the **POINT OF BEGINNING** of herein described 0.218 acre drainage easement;

THENCE North 3°09'47" West, continuing with the east line of said Williams tract, a distance of 70.00 feet to a point for the northwest corner of herein described 0.218 acre drainage easement;

THENCE North 86°52'15" East, along the north line of herein described 70.0' drainage easement, a distance of 135.78 feet to a point for corner in the west right-of-way line of County Road 345 for the northeast corner of herein described 0.218 acre drainage easement;

70.0' DRAINAGE EASEMENT
0.218 ACRES
STEPHEN F. AUSTIN 7-1/3 LEAGUES, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 3°09'56" East, coincident with the west right-of-way line of County Road 345, a distance of 70.00 feet to a point for corner being the southeast corner of herein described 0.218 acre drainage easement;

THENCE South 86°52'15" West, a distance of 135.78 feet to the **PLACE OF BEGINNING,** containing 0.218 acres of land, more or less.



Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
May 22, 2026

This description is based on a survey, a plat of which, dated May 22, 2026 is on file in the office of Doyle & Wachtstetter, Inc.

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **7/14/2026**

Exception to Subdivision Platting for Marshall E. Dickens (Precinct 4)

1) The Court finds that:

a.) Marshall E. Dickens has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is a 154.52 acre tract situated in the S.F. Austin 114 League, Abstract No. 26, Brazoria County, Texas, being the same called 154.522 acre tract conveyed to Elizabeth Cole as described in File No. 1993-006415 of the Official Records of Brazoria County, Texas and conveyed to Marshall E. Dickens in County Clerk's File No. 2025-044721; and

c.) The 154.52 acre tract is to be divided into 3 tracts along County Road 809 and 1 tract along County Road 809 and County Road 505: Tract 1 with 11.414 acres and approximately 300.54 feet of frontage along CR 809, Tract 2 with 11.414 acres and approximately 300.18 feet of frontage along CR 809, Tract 3 with 11.414 acres and approximately 299.82 feet of frontage along CR 809, and Tract 4 with 120.281 acres and approximately 1,802.83 feet of frontage along CR 809 and approximately 2,407.64 feet of frontage along CR 505; and

d.) The Brazoria County Environmental Health Department has provided a letter dated June 4, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District #11. Drainage District #11 has provided a letter dated June 12, 2026, stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by Marshall E. Dickens is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of Marshall E. Dickens tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED:
5/26/26

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov. For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Marshall Dickens **Phone:** [redacted]

Name: _____

Owner Signature: Marshall Dickens **Date:** 5-18-26

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 19046 CR 143, Alvin, Texas 77511

E-mail Address: [redacted]

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____ (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 154.52

Site Address or Legal Location, Abstract, CR #: CR 809 & CR 505, Brazoria, Texas

Property ID#: 151430

Tax Account #: 0026-0011-000

Number of Structures: 0 *Mobile Homes:* 0 *Other homes:* 0

Business or other structure with restrooms: 0

Private Water Well check: ☐ *YES* or ☑ *NO*

Public Water System MUD or Provider: -0-

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – _____

_____

Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: September 16, 2025

Grantor: CYNTHIA A. MANDERS, a single person

Grantor's Mailing Address:

CYNTHIA A. MANDERS
1 Robinhood Lane
Clute, Texas 77531

Grantee: MARSHALL E. DICKENS, a married person, acquiring the property as his sole and separate property

Grantee's Mailing Address:

MARSHALL E. DICKENS
19046 CR 143
Alvin, Texas 77511

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING a 154.52 acre tract situated in the S.F. Austin 114 League, Abstract No. 26, Brazoria County, Texas, being the same called 154.522 acre tract conveyed to Elizabeth Cole as described in File No. 93-006415 of the Official Records of Brazoria County, Texas, said 154.52 being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

FILED BY
ALAMO TITLE COMPANY

ATCH2511.5625

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2025, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

Cynthia A Manders

CYNTHIA A. MANDERS

Accepted:

Marshall E Dickens

MARSHALL E. DICKENS

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on SEPT. 16, 2025, by CYNTHIA A. MANDERS.

JAMIE BROWN NOTARY PUBLIC STATE OF TEXAS ID 130311410 EXP. 09-09-2028

JC Brown

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on SEPT. 16, 2025, by MARSHALL E. DICKENS.

JAMIE BROWN NOTARY PUBLIC STATE OF TEXAS ID 130311410 EXP. 09-09-2028

JC Brown

Notary Public, State of Texas
My commission expires: _____

GF#: ATCH-83F-ATCH25145528

EXHIBIT A

BEING a 154.52 acre tract situated in the S.F. Austin 114 League, Abstract No. 26, Brazoria County, Texas, being the same called 154.522 acre tract conveyed to Elizabeth Cole as described in File No. 93-006415 of the Official Records of Brazoria County, Texas, said 154.52 being more particularly described by metes and bounds as follows;

BEGINNING, at a point along the centerline of County Road 505 (a 60 foot roadway easement) for the east corner of a called 15.30 acre tract conveyed to William E. West and Cynthia A West as described in File No. 07-014233 of the Official Records of Brazoria County, Texas, and the south corner of the said called 154.522 acre tract and the herein described tract;

THENCE, North 45°00'00" West, along the northeast line of the said called 15.30 acre tract a distance of 30 feet passed a found 1/2 inch iron rod for reference and continue for a total distance of 1482.00 feet to a found 1/2 inch iron rod for the north corner of the said called 15.30 acre tract and an angle point of the said called 154.522 acre tract and the herein described tract;

THENCE, South 45°22'10" West, along the northwest line of the said called 15.30 acre tract a distance of 200.01 feet to a fence post for the east corner of a called 10.84 acre tract conveyed to Antonio Userio, Jr. and Maria Teresa Liserio as described in File No. 04-054411 of the Official Records of Brazoria County, Texas, and an exterior corner of said called 154.522 acre tract and the herein described tract;

THENCE, North 45°00'00" West, along the northeast line of the said called 10.84 acre tract a distance of 404.06 feet pass the north corner of the said called 10.84 acre tract and the east corner of a called 21.6848 acre tract conveyed to Casey Sellers as described in File No. 00-031853 of the Official Records of Brazoria County, Texas, and continuing for a total distance of 1204.56 feet o a found 1/2 inch iron rod along the southeast line of a called 510.7633 acre tract conveyed to Cynthia A. Manden as described in File No. 06-040241 of the Official Records of Brazoria County, Texas, for the north corner of the said called 21.6848 acre tract and the west corner of the said called 154.522 acre tract and the herein described tract;

THENCE, North 45°0'00" East, along the southeast line of the said called 510.7633 acre tract a distance of 2577.60 feet passed a set 112 inch iron rod for reference and continuing for a total distance of 2607.60 feet to a point along the centerline of County Road 809 (a 60 foot roadway easement) for the east corner of the said called 510.7633 acre tract and the north corner of the said called 154.522 acre tract and the herein described tract;

THENCE, South 45°00'00" East, along the centerline of said County Road 809 a distance of 2673.37 feet passed a point from which a set 1(2 inch iron rod for reference bears South 45°22'10" West, a distance of 30.00 feet, and continuing along said centerline for a total distance of 2703,37 feet to a point for the intersection of the centerlines of said County Road 809 and said County Road 505, and the east corner of the said called 154.522 acre tract and the herein described tract;

THENCE, South 45°22'10" West, along the centerline of said County Road 505 a distance of 30,00 feet passed a point from which the said 1/2 inch iron rod for reference of the east corner of the herein described tract bears North 45°00'00" West, a distance of 30.00 feet, and continuing along the said centerline for a total distance of 2407.64 feet to the POINT OF BEGINNING, and containing 154.52 acres as described.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

FILED and RECORDED

Instrument Number: 2025044721

Filing and Recording Date: 09/16/2025 04:30:45 PM Pages: 5 Recording Fee: $37.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-sierra

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

June 4, 2026

RE: Subdivision of Marshall Dickens Property
Legal Description of Property: A0026 S F AUSTIN TRACT 15 ACRES 154.52
Site Address of Property: Corner of CR 809 and CR 505, Brazoria, TX 77422 PID 151430

The Environmental Health Department received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single-family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single-family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The proposal is to subdivide this 154.52-acre undeveloped tract to four tracts: Tract 15C 11.414-acres, Tract 15C1 11.414-acres, Tract 15C2 11.414-acres and Tract 15C3 120.281-acres. The referenced sketch and description implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described A0026 S F AUSTIN TRACT 15 ACRES 154.52 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: 154.52 acres in the Stephen F. Austin League #28, Abstract 26, Brazoria County, Texas, as described in a deed recorded in File 2025-044721 of the Official Records of Brazoria County, Texas, Located at the intersection of County Road 809 and County Road 505..

REASON FOR SURVEY: (Attach survey plat) Cut three 11.414 acre tract fronting on County Road 809 out of the North corner of the property. The remaining 120.281 acres fronts on County Road 809 and County Road 505.

APPLICANT NAME AND CONTACT INFORMATION (including email) Darrell Heidrich, RPLS and Angela Hammond Baker and Lawson, Inc. 4005 Technology Drive, Suite 1530, Angleton, Texas 77515 979-849-6681 [redacted]

OWNER NAME AND ADDRESS: (If different than applicant) .Marshall Dickens 19046 CR 143, Alvin, Texas 77511 [redacted]

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter previously defined drainage easements.
3. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.

AFFIRMATION OF THE CONDITIONS BY OWNER:

Marshall E Dickens — Signature of Owner

6-19-26 — Date

AUTHORIZATION FROM DRAINAGE DISTRICT:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L Stroud — Signature

6-12-2026 — Date

COPIES TO:
Applicant- Angela Hammond
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director - John Richers
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
237 E. Locust St. Suite 104
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
00260011000

Statement Date:	05/18/2026
Owner:	DICKENS MARSHALL E
Mailing Address:	19046 COUNTY ROAD 143 ALVIN TX 775116300

Property Location: COUNTY ROAD 809 AND COUN
Legal: A0026 S F AUSTIN TRACT 15 ACRES 154.52

TAX CERTIFICATE FOR ACCOUNT : 00260011000
AD NUMBER: 151430
GF NUMBER:
CERTIFICATE NO : 4371793

FEE : $10.00
DATE : 5/18/2026

COLLECTING AGENCY
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

CURRENT VALUES 2025

APPRAISED VALUE: 863,940

EXEMPTIONS:

REQUESTED BY
BAKER & LAWSON, INC.

4005 TECHNOLOGY DR, SUITE 1530
ANGLETON TX 77515

TAX UNIT
BC EMERGENCY SERVICES #2
BRAZORIA COUNTY
PORT FREEPORT
SPECIAL ROAD & BRIDGE
SWEENY COMMUNITY HOSPITAL
SWEENY ISD
WEST BRAZORIA DRNGE DIST #11

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 00260011000

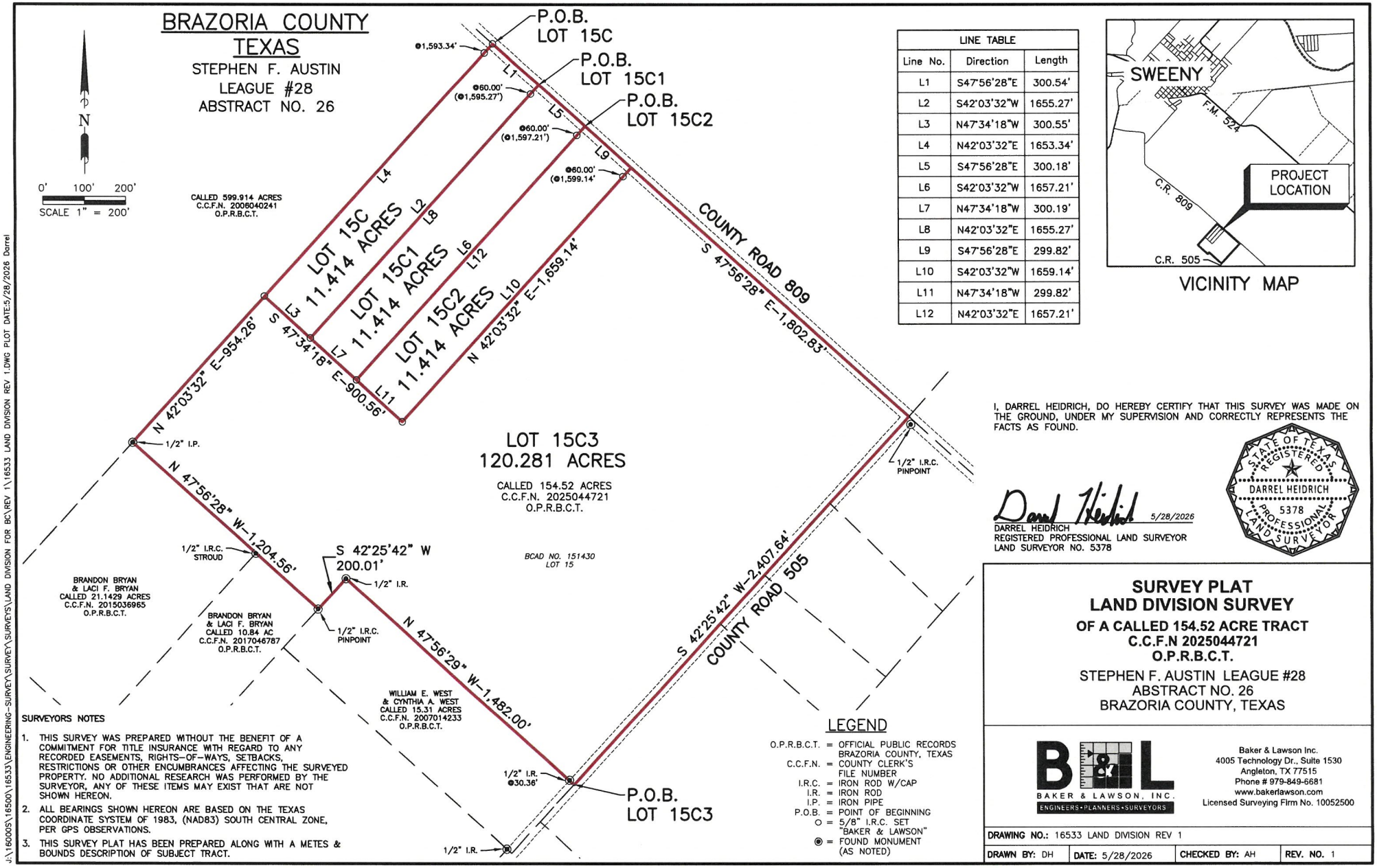
CERTIFICATE NO : 4371793

TOTAL CERTIFIED TAX DUE 5/2026 : **$0.00**

Marisol Grajeda
Signature of Authorized officer of collection office

5/18/2026
Date

BRAZORIA COUNTY
TEXAS
STEPHEN F. AUSTIN
LEAGUE #28
ABSTRACT NO. 26



LINE TABLE		
Line No.	Direction	Length
L1	S47°56'28"E	300.54'
L2	S42°03'32"W	1655.27'
L3	N47°34'18"W	300.55'
L4	N42°03'32"E	1653.34'
L5	S47°56'28"E	300.18'
L6	S42°03'32"W	1657.21'
L7	N47°34'18"W	300.19'
L8	N42°03'32"E	1655.27'
L9	S47°56'28"E	299.82'
L10	S42°03'32"W	1659.14'
L11	N47°34'18"W	299.82'
L12	N42°03'32"E	1657.21'

VICINITY MAP

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

STATE OF TEXAS REGISTERED DARREL HEIDRICH 5378 PROFESSIONAL LAND SURVEYOR

5/28/2026
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

SURVEYORS NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.

LEGEND

O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
C.C.F.N. = COUNTY CLERK'S FILE NUMBER
I.R.C. = IRON ROD W/CAP
I.R. = IRON ROD
I.P. = IRON PIPE
P.O.B. = POINT OF BEGINNING
○ = 5/8" I.R.C. SET "BAKER & LAWSON"
◉ = FOUND MONUMENT (AS NOTED)

SURVEY PLAT
LAND DIVISION SURVEY
OF A CALLED 154.52 ACRE TRACT
C.C.F.N 2025044721
O.P.R.B.C.T.
STEPHEN F. AUSTIN LEAGUE #28
ABSTRACT NO. 26
BRAZORIA COUNTY, TEXAS

B&L BAKER & LAWSON, INC. ENGINEERS • PLANNERS • SURVEYORS

Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

DRAWING NO.: 16533 LAND DIVISION REV 1			
DRAWN BY: DH	DATE: 5/28/2026	CHECKED BY: AH	REV. NO. 1

J:\16000S\16500\16533\ENGINEERING-SURVEY\SURVEY\SURVEYS\LAND DIVISION FOR BC\REV 1\16533 LAND DIVISION REV 1.DWG PLOT DATE:5/28/2026 Darrel

BAKER & LAWSON, INC.
ENGINEERS · PLANNERS · SURVEYORS

County: Brazoria County
Project: 11.414 Acres - Lot 15C
Job No.: 16533

LOT 15C
DESCRIPTION OF 11.414 ACRES

Being a 11.414 acre tract of land situated within the Stephen F. Austin League 28, Abstract No. 26, Brazoria County, Texas, being a portion of a called 154.52 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2025044721 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 11.414 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at point for corner, being the Northwest corner of the above referenced tract, same being in County Road 809, same being the Northeast corner of a called 599.914 acre tract as recorded in a C.C.F.N. 2006040241, of the O.P.R.B.C.T.;

THENCE South 47°56'28" East, along the North line of the above referenced tract, same in said County Road 809, a distance of 300.54 feet to a point for corner;

THENCE South 42°03'32" West, over and across the above referenced tract, passing a 5/8-inch capped iron rod stamped Baker & Lawson set at a distance of 60.00 feet, continuing for a total distance of 1,655.27 feet to a 5/8-inch capped iron rod stamped Baker & Lawson set for corner;

THENCE North 47°34'18" West, over and across the above referenced tract, a distance of 300.55 feet to a 5/8-inch capped iron rod stamped Baker & Lawson set for corner, being on the Northwest line of the above referenced tract, same being on the Southeast line of the said called 599.914 acre tract;

THENCE North 42°03'32" East, along the Northwest line of the above referenced tract, same being the Southeast line of said called 599.914 acre tract, passing a 5/8-inch capped iron rod stamped Baker & Lawson set for reference at a distance of 1,593.34 feet and continuing for a total distance of 1,653.34 feet to the **POINT OF BEGINNING** of the herein described tract of land, and containing 11.414 acres of land, more or less.

This metes & bounds description of the herein described tract of land, has been prepared along with a survey plat of the subject tract.

STATE OF TEXAS
REGISTERED
DARREL HEIDRICH
5378
PROFESSIONAL
LAND SURVEYOR

Darrel Heidrich 05/28/2026
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378

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

BAKER & LAWSON, INC.
ENGINEERS · PLANNERS · SURVEYORS

County: Brazoria County
Project: 11.414 Acres - Lot 15C1
Job No.: 16533

LOT 15C1
DESCRIPTION OF 11.414 ACRES

Being a 11.414 acre tract of land situated within the Stephen F. Austin League 28, Abstract No. 26, Brazoria County, Texas, being a portion of a called 154.52 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2025044721 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 11.414 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a point for corner on the Northeast line of the above referenced tract, same being in County Road 809, from which the Northwest corner of the above referenced tract bears North 47°56'28" West, a distance of 300.54 feet;

THENCE South 47°56'28" East, along the North line of the above referenced tract, same being in said County Road 809, a distance of 300.18 feet to a point for corner;

THENCE South 42°03'32" West, over and across the above referenced tract, passing a 5/8-inch capped iron rod stamped Baker & Lawson, at a distance of 60.00 feet, continuing for a total distance of 1,657.21 feet to a 5/8-inch capped iron rod stamped Baker & Lawson set for corner;

THENCE North 47°34'18" West, over and across the above referenced tract, a distance of 300.19 feet to a 5/8-inch capped iron rod stamped Baker & Lawson set for corner,

THENCE North 42°03'32" East, over and across the above referenced tract, passing a 5/8-inch capped iron rod stamped Baker & Lawson set for reference at a distance of 1,595.27 feet and continuing for a total distance of 1,655.27 feet to the **POINT OF BEGINNING** of the herein described tract of land, and containing 11.414 acres of land, more or less.

This metes & bounds description of the herein described tract of land, has been prepared along with a survey plat of the subject tract.

STATE OF TEXAS
REGISTERED
DARREL HEIDRICH
5378
PROFESSIONAL
LAND SURVEYOR

05/28/2025
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378

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

BAKER & LAWSON, INC.
ENGINEERS · PLANNERS · SURVEYORS

County: Brazoria County
Project: 11.414 Acres - Lot 15C2
Job No.: 16533

LOT 15C2
DESCRIPTION OF 11.414 ACRES

Being a 11.414 acre tract of land situated within the Stephen F. Austin League 28, Abstract No. 26, Brazoria County, Texas, being a portion of a called 154.52 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2025044721 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 11.414 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a point for corner on the Northeast line of the above referenced tract, same being in County Road 809, from which the Northwest corner of the above referenced tract bears North 47°56'28" West, a distance of 600.72 feet;

THENCE South 47°56'28" East, along the North line of the above referenced tract, same being in said County Road 809, a distance of 299.82 feet to a point for corner;

THENCE South 42°03'32" West, over and across the above referenced tract, passing a 5/8-inch capped iron rod stamped Baker & Lawson, at a distance of 60.00 feet, continuing for a total distance of 1,659.14 feet to a 5/8-inch capped iron rod stamped Baker & Lawson set for corner;

THENCE North 47°34'18" West, over and across the above referenced tract, a distance of 299.82 feet to a 5/8-inch capped iron rod stamped Baker & Lawson set for corner,

THENCE North 42°03'32" East, over and across the above referenced tract, passing a 5/8-inch capped iron rod stamped Baker & Lawson set for reference at a distance of 1,597.21 feet and continuing for a total distance of 1,657.21 feet to the **POINT OF BEGINNING** of the herein described tract of land, and containing 11.414 acres of land, more or less.

This metes & bounds description of the herein described tract of land, has been prepared along with a survey plat of the subject tract.

STATE OF TEXAS
REGISTERED
DARREL HEIDRICH
5378
PROFESSIONAL
LAND SURVEYOR

Darrel Heidrich 05/28/2026
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378

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

BAKER & LAWSON, INC.
ENGINEERS · PLANNERS · SURVEYORS

County: Brazoria County
Project: 120.281 Acres - Lot 15C3
Job No.: 16533

LOT 15C3
DESCRIPTION OF 120.281 ACRES

Being a 120.281 acre tract of land situated within the Stephen F. Austin league 28, Abstract No. 26, Brazoria County, Texas, being a portion of a called 154.52 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2025044721 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 120.281 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a point for the Southeast corner of the above referenced tract, same being in County Road 505;

THENCE North 47°56'29" West, along the Southerly Southwest line of the above referenced tract, same being the Northeast line of a called 15.31 acre tract, as recorded in C.C.F.N. 2007014233 of the O.P.R.B.C.T., passing at a distance of 30.36 feet a 1/2-inch iron rod found, continuing for a total distance of 1,482.00 feet to a 1/2-inch iron rod found for the Southwest interior corner of the above reference tract;

THENCE South 42°25'42" West, along a Southeast line of the above referenced tract, same being the Northwest line of said called 15.31 acre tract, a distance of 200.01 feet to a 1/2-inch iron rod with cap stamped Pinpoint found for a Southwest corner of the above referenced tract;

THENCE North 47°56'28" West, along the Northerly Southwest line of the above referenced tract, same being the Northeast line of a called 10.84 acre tract, as recorded in C.C.F.N. 2017046787 of the O.P.R.B.C.T. and the Northeast line of a called 21.1429 acre tract, as recorded in C.C.F.N. 2015036965 of the O.P.R.B.C.T., a distance of 1,204.56 feet to a 1/2-inch iron pipe found for the Southwest corner of the above referenced tract;

THENCE North 42°03'32" East, along the Northwest line of the above referenced tract, same being the Southeast line of a called 599.914 acre tract, as recorded in C.C.F.N. 2006040241 of the O.P.R.B.C.T., a distance of 954.26 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner;

THENCE South 47°34'18" East, over and across the above referenced tract, a distance of 900.56 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner;

THENCE North 42°03'32" East, over and across the above referenced tract, passing a 5/8-inch capped iron rod, stamped "Baker & Lawson" set at a distance of 1,599.14 feet, continuing for a total distance of 1,659.14 feet to a point for corner, being on the Northeast line of the above referenced tract, same being in County Road 809;

THENCE South 47°56'28" East, along the Northeast line of the above referenced tract, same being in said County Road 809, a distance of 1,802.83 feet to the Northeast corner of the above referenced tract;

THENCE South 42°25'42" West, along the Southeast line of the above referenced tract, same being in said County Road 505, a distance of 2,407.64 feet to the **POINT OF BEGINNING** and 120.281 acres of land, more or less.

This metes & bounds description of the herein described tract of land, has been prepared along with a survey plat of the subject tract.

Darrel Heidrich 05/28/2026
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378

STATE OF TEXAS
REGISTERED
DARREL HEIDRICH
5378
PROFESSIONAL
LAND SURVEYOR

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **7/14/2026**

Conditional Acceptance of Roads - Windrose Green Section 8 - Abstract 318 (Precinct 2)

Whereas, the plat of Windrose Green Section 8 - Abstract 318 (Precinct 2), was approved by the City of Angleton on May 26, 2026; and filed for record in Brazoria County Official Public Records, County Clerk's File No. 2026026794 on June 2, 2026; and

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

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

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

Street Name	ROW	Length (Ft.)	Length (Mi.)
Exploration Street	60'	900'	0.17 Mi.

Whereas, a bond for the warranty period, in the amount of $62,270.65 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

601 Northwest Loop 410, Suite 453
San Antonio, Texas 78216
Tel: 210.494.5511
www.quiddity.com

PRELIMINARY CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: April 1, 2026

Developer: Emptor Angleton, LLC

Contractor: Principal Services, LTD

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Eight

This Certificate of Substantial Completion applies to:

☒All Work ☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The contractual correction period and applicable warranties required by the Contract shall coincide with the similar correction period of Brazoria County. The commencement of this correction period is established once the Project is accepted into the 1-year maintenance period by Brazoria County.

The following documents are attached to and made a part of this Certificate: None

PRELIMINARY CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: April 1, 2026

Developer: Emptor Angleton, LLC

Contractor: Principal Services, LTD

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Eight

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:

By: _____
(Authorized signature)

Name: Courtney B. Just, PE

ACKNOWLEDGED:

By: _____
Owner (Authorized Signature)

Name: Jose Espinoza

Title: Sr. Land Development Mgr

Date: 6/18/2024

ACKNOWLEDGED:

By: _____
Contractor (Authorized Signature)

Name: Kevin Burns

Title: COO

Date: 6/15/2026

K:\29188\29188-0003-01 Windrose Green Sec 8 WSD\3 Construction Phase\Acceptance\Brazoria County\Working\EDIT - CSC 29188-0003-01.docx

QUIDDITY

601 Northwest Loop 410, Suite 453
San Antonio, Texas 78216
Tel: 210.494.5511
www.quiddity.com

June 11, 2026

Matt Hanks, JD, PE
County Engineer
Brazoria County
451 N Velasco, Suite 230
Angleton, TX 77515

Re: **Acceptance of Streets**
Windrose Green Section Eight

Dear Mr. Hanks:

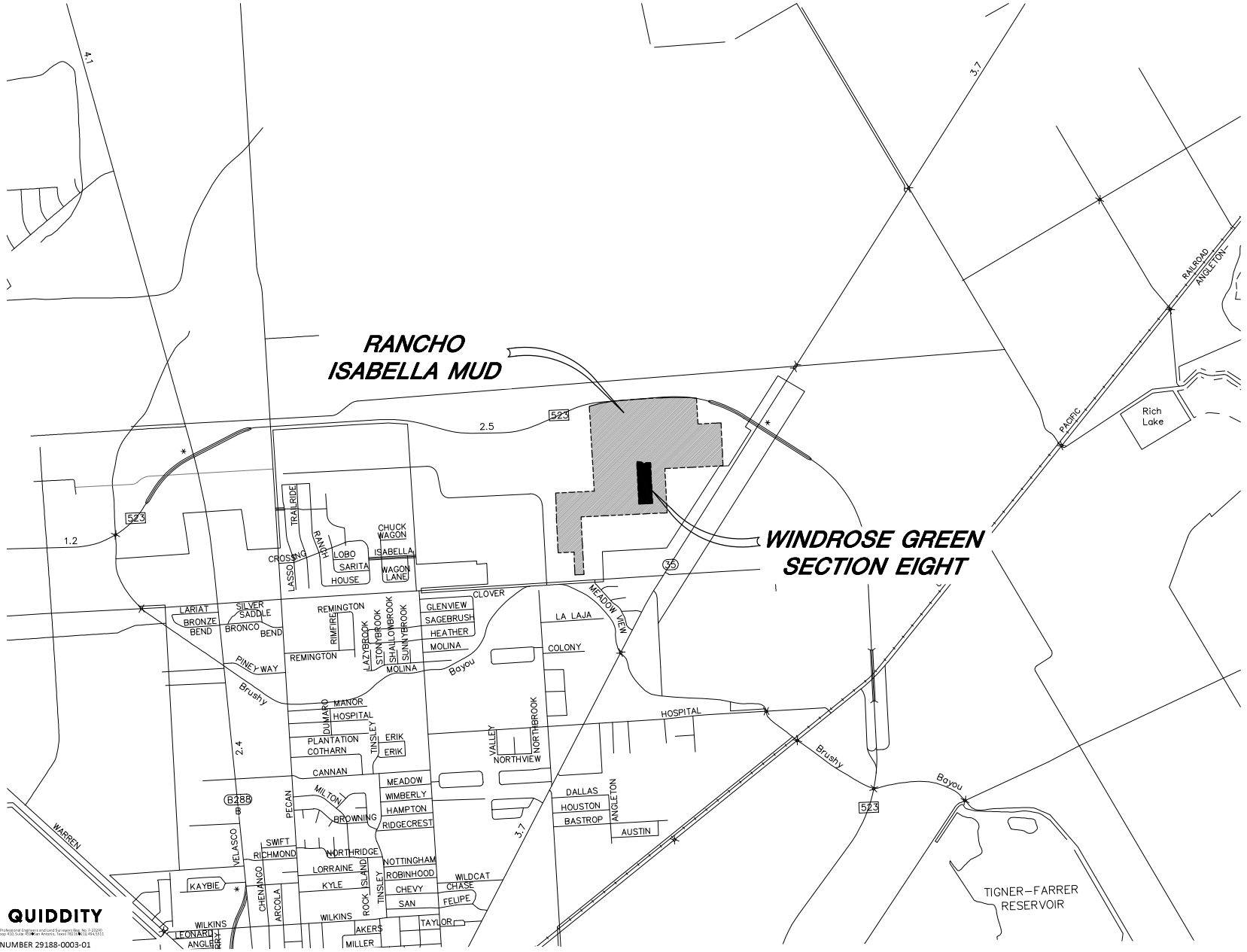
Please be advised that the below referenced streets in Windrose Green Section Eight ($249,082.60) have been constructed in conformance with the Construction Plans, Specifications, and Brazoria County requirements.

1. Exploration Street, 60’ R.O.W., Sta. (1+30.00) to (10+30.23), 900 LF, 0.17 mi

Sincerely,

Courtney B. Just, PE
Project Engineer

CBJ/maa
K:\29188\29188-0003-01 Windrose Green Sec 8 WSD\3 Construction Phase\Acceptance\Brazoria County\Working\BC Acceptance Letter_Windrose Green Sec 8.docx
29188-0003-01



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-22300
615 Northwest Loop 410, Suite 400 San Antonio, Texas 78216 | 210.641.5111

JOB NUMBER 29188-0003-01

WINDROSE GREEN SECTION EIGHT

VICINITY MAP

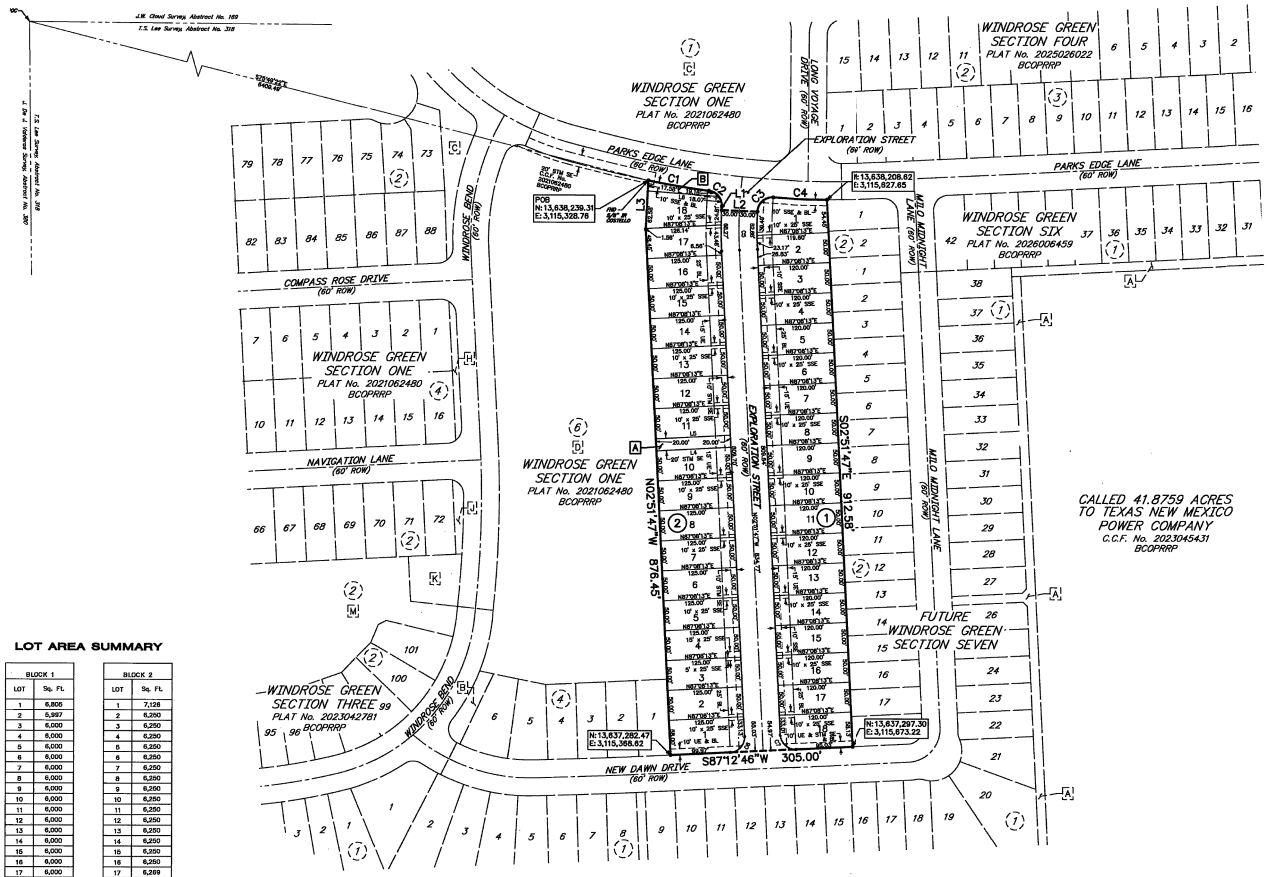
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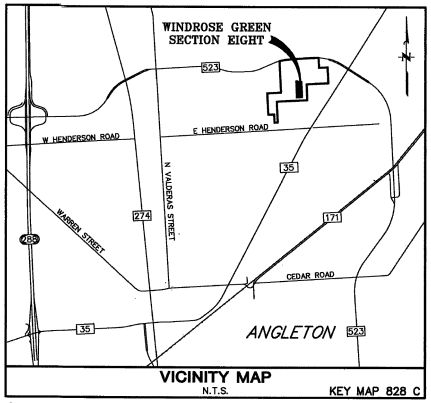
© 2026 QUIDDITY

2026028794
Total Pages: 2

RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.06 AC
2,500 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.03 AC
1,337 Sq. Ft.





0 50 100 200 300
SCALE: 1" = 100'

LEGEND
AC . . . . . "Acres"
BCOPRRP . . . . . "Brazoria County Official Public Records of Real Property"
BL . . . . . "Building Line"
C.C.F. . . . . "County Clerk's File"
DE . . . . . "Drainage Easement"
ESMT . . . . . "Easement"
FND . . . . . "Found"
IR . . . . . "Iron Rod"
No. . . . . "Number"
POB . . . . . "Point of Beginning"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
STM SE . . . . . "Storm Sewer Easement"
UE . . . . . "Utility Easement"
VOL ___ PG ___ . "Volume and Page"
WLE . . . . . "Waterline Easement"
① . . . . . "Block Number"
● . . . . . "Set 3/4-inch Iron Rod (with cap stamped "QUIDDITY ENG. PROPERTY CORNER") as per Certification"

GENERAL NOTES
1. All building lines along street rights-of-way are as shown on the plat.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor of 0.99988687295328.
3. There are no pipelines or pipeline easements within the platted area shown hereon.
4. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone.
5. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B, based on Alterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
6. According to the National Flood Insurance Program Flood Insurance Rate Map for Brazoria County, Texas, Map No. 48039C0435K, dated December 30, 2020, this property lies within Unshaded Zone "X", which is defined as areas determined to be outside of the 500-year floodplain.
7. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
8. This subdivision shall be serviced by the following providers: Rancho Jackson Water, Texas New Mexico Power, and Centric Gas & Fiber.
9. Notice: Selling a portion of this addition by metes and bounds is a violation of the Subdivision Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
10. Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
11. Notice: The applicant is responsible for securing any Federal permits that may be required as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
12. Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineer.
13. Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
14. Incidental Utilities are including but not limited to the underground utility services.
15. All reserves shall be owned and maintained by the MUD or the Home Owner's Association.
16. Storm water detention is required for the development located within this plat and is accounted for in detention facilities located in Windrose Green Section One.
17. BENCHMARK
All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88). GEOID 12B Based on Alterra's RTK Network, Stations Hags_1012 and HCOG_14012.
TBM-3: "X" Cut on the north edge of the north shoulder of FM 523, 0.94 Miles from the Northeast corner of Freedom Park Boundary, and approximately 121 feet east from the centerline of drainage ditch. Elevation = 28.66.

LOT AREA SUMMARY

BLOCK 1	
LOT	Sq. Ft.
1	6,805
2	6,997
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,000
9	6,000
10	6,000
11	6,000
12	6,000
13	6,000
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16	6,000
17	6,000
18	6,833

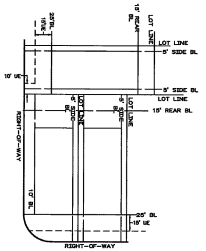
BLOCK 2	
LOT	Sq. Ft.
1	7,128
2	6,250
3	6,250
4	6,250
5	6,250
6	6,250
7	6,250
8	6,250
9	6,250
10	6,250
11	6,250
12	6,250
13	6,250
14	6,250
15	6,250
16	6,250
17	6,289
18	6,625

STREET NAME AND LENGTH			
STREET NAME	LENGTH (CENTERLINE)	WIDTH	TYPE
EXPLORATION STREET	900'	60'	LOCAL

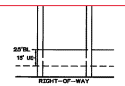
Street Name	ROW	Length (Ft.)	Length (Mi.)
Exploration Street	60'	900'	0.17Mi.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°43'22"W	5.80'
L2	S87°30'17"E	60.00'
L3	N02°44'45"E	81.71'
L4	N87°08'13"E	125.00'
L5	N87°08'13"E	125.00'
L6	S85°45'48"E	118.86'

CURVE TABLE							
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1530.05'	3°51'10"	102.89'	S80°25'41"E	102.87'	51.46'
C2	25.00'	85°16'17"	37.22'	S39°42'08"E	33.88'	23.03'
C3	25.00'	91°05'28"	39.75'	N48°02'27"E	35.69'	25.48'
C4	1530.00'	3°21'32"	89.70'	S88°05'35"E	89.68'	44.86'
C5	700.00'	5°21'30"	65.46'	S00°11'02"E	65.44'	32.76'
C6	25.00'	90°04'33"	39.30'	N42°10'29"E	35.38'	25.03'
C7	25.00'	89°55'27"	39.24'	S47°49'31"E	35.33'	24.97'



TYPICAL CORNER LOT DETAIL



TYPICAL INTERIOR LOT DETAIL

FINAL PLAT OF WINDROSE GREEN SECTION EIGHT

A SUBDIVISION OF 6.467 ACRES OF LAND
OUT OF THE
T.S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

36 LOTS 2 RESERVES 2 BLOCKS

MARCH 2026

OWNER
EMPTOR ANGLETON, LLC,
a Texas limited liability company
4444 Westheimer Road, Suite G325
Houston, Texas 77063
281.571.7007

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23280 & 10046500
8330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5957

STATE OF TEXAS §

COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Emptor Angleton, LLC, a Texas limited liability company, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section Eight, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §

COUNTY OF Harris §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Emptor Angleton, LLC,
A Texas limited liability company
By: CCDL Ventures, LLC
Its: Manager
By: Concourse Companies
Its: Manager

Signature

Jeb Kalby - President
Name and Title

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jeb Kalby, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of March, 2026

Notary Public in and for the State of Texas

Afreen Chowdhury
Print Name

My commission expires: 06-05-29

AFREEN CHOWDHURY NOTARY PUBLIC STATE OF TEXAS ID# 13398167-8 EXPIRES 06-05-2029

ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this 17th day of May, 2026 the Board of Supervisors of the Angleton Drainage District does not warrant, represent, or guarantee:

1. That the facilities outside of the boundaries of the subdivision plat are available to receive runoff from the facilities described in this plat.
2. That the drainage facilities described in this plat are adequate from rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibilities for construction, operation or maintenance of subdivision drainage facilities.

The District's review is based solely on the documentation submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

The District's review is not intended nor will serve as a substitution of the overall responsibility and/or decision making power of the party submitting the plat or plan herein, their or its principals or agents.

Chairman of the Board of Supervisors

Board Member

Board Member

STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Sean P. Birch, P.E., do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

Sean P. Birch, P.E.
Professional Engineer
No. 114201

STATE OF TEXAS SEAN P. BURCH 114201 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 6.467 acre (281,723 square feet) tract of land out of the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas, being out a called 154.6 acre tract described in the deed to Emptor Angleton, LLC and recorded under Clerk's File No. 2020013621 of the Brazoria County Official Public Records of Real Property; said 6.467 acre (281,723 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83.

BEGINNING at 5/8-inch iron rod with cap stamped "Costello" found at the northeast corner of Restricted Reserve "D" as shown on the plat of Windrose Green Section 1, recorded under Plat number 2021062480 of the Brazoria County Plat Records;

THENCE over and across said 154.6 acres the following 8 calls:

1. With a non-tangent curve turning to the left, having a radius of 1530.05 feet, a chord bearing of South 80 Degrees 25 Minutes 41 Seconds East, a chord length of 102.37 feet and an arc length of 102.89 feet to a point of a reverse curve to the right;
2. With said reverse curve turning to the right, having a radius of 25.00 feet, a chord bearing of South 39 Degrees 42 Minutes 08 Seconds East, a chord length of 33.85 feet and an arc length of 37.22 feet;
3. South 02 Degees 43 Minutes 22 Seconds West, a distance of 5.80 feet;
4. South 87 Degees 30 Minutes 17 Seconds East, a distance of 60.00 feet to a point of non-tangent curve to the right;
5. With said non-tangent curve turning to the right, having a radius of 25.00 feet, a chord bearing of North 48 Degrees 02 Minutes 27 Seconds East, a chord length of 35.89 feet and an arc length of 39.75 feet to a point of reverse curve to the left;
6. With said reverse curve turning to the left, having a radius of 1,530.00 feet, a chord bearing of South 88 Degrees 05 Minutes 35 Seconds East, a chord length of 89.68 feet and an arc length of 89.70 feet;
7. South 02 Degees 51 Minutes 47 Seconds East, a distance of 912.58 feet;
8. South 87 Degees 12 Minutes 46 Seconds West, a distance of 305.00 feet;

THENCE, North 01 Degrees 51 Minutes 47 Seconds West, continuing over and across said 154.6 acres and with the easterly line of said Restricted Reserve "D", a distance of 876.45 feet;

THENCE, North 01 Degrees 44 Minutes 45 Seconds East, continuing with said easterly line, a distance of 81.71 feet to the POINT OF BEGINNING, CONTAINING 6.467 acres (281,723 square feet) of land in Brazoria County, Texas;

STATE OF TEXAS §

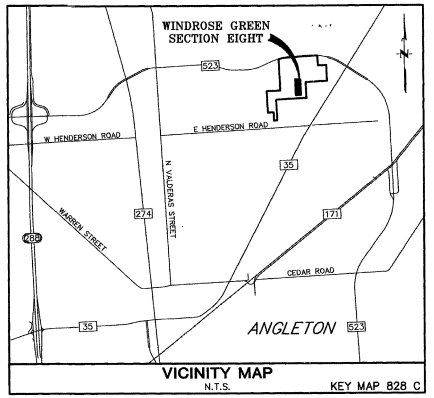
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeromy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

Jeromy A. Chandler
Registered Professional Land Surveyor
No. 5755

STATE OF TEXAS JEROMY ALVIN CHANDLER 5755 PROFESSIONAL LAND SURVEYOR



VICINITY MAP
N.T.S.
KEY MAP 828 C

APPROVED this 26th day of May, 2026 by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

APPROVED this 26th day of May, 2026 by the City Council, City of Angleton, Texas.

Mayor

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 26th day of May, 2026, by Amanda Davenport, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

AMANDA DAVENPORT NOTARY PUBLIC STATE OF TEXAS ID# 13138167-8 EXPIRES 05-23-2028

FINAL PLAT OF
WINDROSE GREEN
SECTION EIGHT

A SUBDIVISION OF 6.467 ACRES OF LAND
OUT OF THE
T.S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

36 LOTS 2 RESERVES 2 BLOCKS

MARCH 2026

OWNER
EMPTOR ANGLETON, LLC,
a Texas limited liability company
4444 Westheimer Road, Suite G325
Houston, Texas 77063
281.571.7007

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-21290 & 10096100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

2026026794
Brazoria County - Joyce Hudman, County Clerk
05/02/2026 01:27 PM
Total Pages: 2
Fee: 228.00

SHEET 2 OF 2

K:\29188\29188-0003-02 Windrose Green Sec 8 Paving\2 Design Phase\Planning\Windrose Sec 8 - PLAT.dwg Mar 17,2026 - 1:16pm ciruiz

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **7/14/2026**

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

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

CITY OF HILLCREST VILLAGE

Patch Potholes - Main Street

VILLAGE OF JONES CREEK

Culvert Set - 115 Live Oak Drive

Culvert Set - 50 Nelson Court

Culvert Set - 54 Nelson Court

IB26-HV
(HILLCREST VILLAGE)
City ID Code 760

Tricia Simmons

From: Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>
Sent: Thursday, June 25, 2026 2:23 PM
To: Tricia Simmons
Cc: Ramiro Mondragon
Subject: [EXTERNAL] HV potholes

Follow Up Flag: Follow up
Flag Status: Completed

Hi Tricia,

I hope you're doing well!

I wanted to reach out to see if it would be possible to have a crew address potholes along Main Street. Specifically, from city limit sign to city limit sign along Main Street only. We're hoping to focus on that stretch as a priority.

Please let me know if this is something that can be arranged or if you need any additional information from us. They will not be marked unless your crew needs them marked.

Thank you so much for your help - we really appreciate it!

Thanks,
Amanda Hanlon
City Secretary
City of Hillcrest Village
Office: 281-756-0577
www.hillcrestvillagetx.gov
Office hours: M-Th 8 am-4pm

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AGREED _____
Brazoria County Engineer
Date Approved 7-14-26 Date Completed _____
WO# _____
COMMENTS

360

IB26-JC
(JONES CREEK)
City ID Code 259

Village of Jones Creek
7207 Stephen F. Austin
Jones Creek, TX 77541

Brazoria County Work Order Request

Work Order Type: Inter-local

Request Date: 6/19/2026

Jone Creek Permit No.

Contact Name
Lauren Grayson

Inspection Address
115 Live Oak Dr.
Jones Creek, Texas 77541

Contact Phone & Email
979-233-2700

Comments: Requesting a culvert replace and reset at 115 Live Oak Drive. I believe the culverts are 15 inch diameter culverts, 2 pieces @ 8ft each.

If you have any questions or concerns regarding this request, please contact my office.

Thank y
Lauren Gl
citysecretary@jon
Village of Jones Cre

AGREED _____
Brazoria County Engineer
Date Approved 7-14-26 Date Completed _____
WO# _____
COMMENTS

IB26-JC
(JONES CREEK)
City ID Code 259

Village of Jones Creek

7207 Stephen F Austin Rd.

Jones Creek, TX 77541

979-233-2700

utilities@jonescreektx.gov

Brazoria County Request Form

Inspection Type: Placement of culverts

Request Date: 06/24/26

Jones Creek Permit#

Permit # 2026-059

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis - Utilities

Inspection Address

Doug Kirk 50 Nelson Court

Jones Creek, TX 77541

Phone# 979-482-2590

COMMENTS:

Home Owner's name is Doug Kirk, has had 5 pieces 18 inch diameter culvert delivered, location staked off and is ready set. Culvert placement location to be set at the maked location on Nelson Court.

If home owner cannot be reached about questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

Tiffany Lewis

Village of Jones Creek Permit Department

AGREED _____
Brazoria County Engineer
Date Approved 7-14-26 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

IB26-JC
(JONES CREEK)
City ID Code 259

Village of Jones Creek

7207 Stephen F Austin Rd.

Jones Creek, TX 77541

979-233-2700

utilities@jonescreektx.gov

Brazoria County Request Form

Inspection Type: Placement of culverts

Request Date: 06/24/26

Jones Creek Permit#

Permit # 2026-060

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis - Utilities

Inspection Address

Doug Kirk 54 Nelson Court

Jones Creek, TX 77541

Phone# 979-482-2590

COMMENTS:

Home Owner's name is Doug Kirk, has had 8 pieces 18 inch diameter culvert delivered, location staked off and is ready set. Culvert placement location to be set at the maked location on Nelson Court.

If home owner cannot be reached about questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

Tiffany Lewis

Village of Jones Creek Permit Department

AGREED _____
Brazoria County Engineer

Date Approved 7-14-26 Date Completed _____

WO# _____

COMMENTS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **7/14/2026**

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

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

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

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

Whereas, the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day July 14, 2026.

CR #	Street Name	ROW	Length (Ft)	Length (Mi)
111	Kirby Drive Bridge	120'	593.91'	0.112

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

Memorandum

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

From: Hannah J. Horsfield, PE

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

Date: June 12, 2024

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

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

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

HJH/vr

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

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

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

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

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

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

LJA Project Number: 2149-8009P (11.1)

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



(SEAL)

(Signature)

Hannah J. Horsfield, PE
(Name and Title)

06/12/24
(Date)

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

June 22, 2026

The Office of the County Engineer
Brazoria County
451 North Velasco St, Suite 230
Angleton, Texas 77515

Re: Construction of the Bridge, Paving
And Appurtenances To Serve Kirby Drive
Brazoria County MUD No. 40
LJA Job No. 2149-8009P (6.1)

To Whom This May Concern:

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Kirby Drive. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Kirby Drive are as follows:

Kirby Drive Length = 593.91' Paving Width = 25' R.O.W. Width = 120'

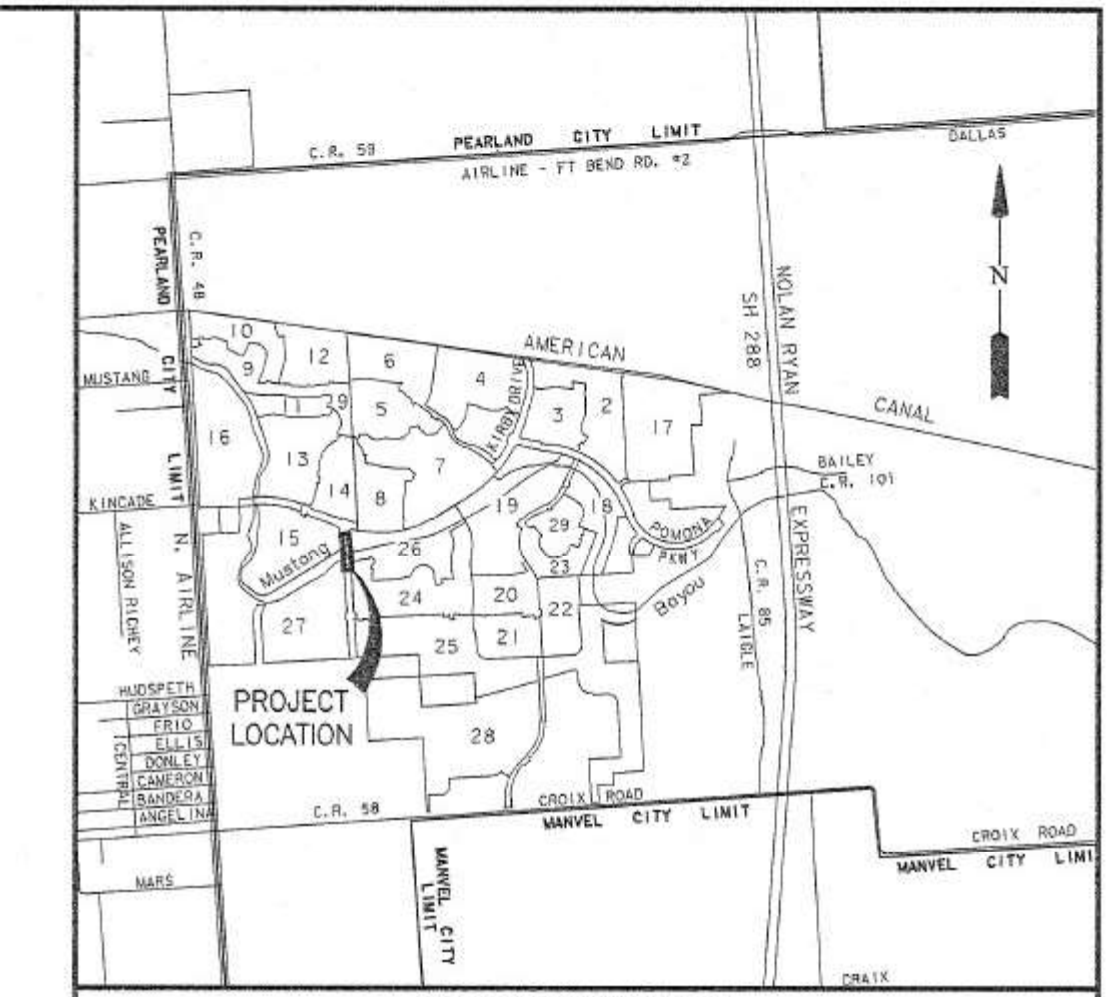
Should you have any questions or need any additional information concerning this project, please call me at 713.380.4425.

Sincerely,

Hannah J. Horsfield, PE
Project Manager

HJH/sb

Copy: Mr. Russell Bynum, Pomona Phase 6, LLC
Mr. Scott Wright, DFH Coventry, LLC

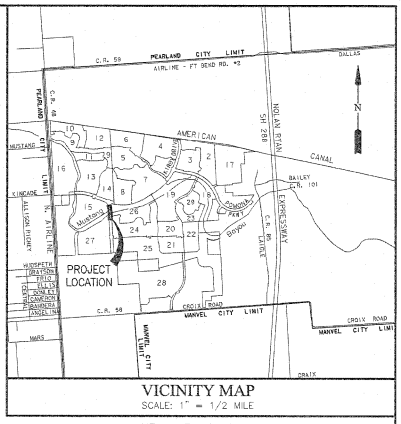


VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

2024024389
Total Pages: 2
MP



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

STATE OF TEXAS
COUNTY OF BRAZORIA

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

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21' 6") IN WIDTH.

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

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF KIRBY DRIVE STREET DEDICATION NO. 2 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, POMONA PHASE 4, LLC, A TEXAS LIMITED LIABILITY COMPANY AND POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY HAVE CAUSED THESE PRESENTS TO BE SIGNED BY BRIAN CARLOCK, THEIR SENIOR VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS 18 DAY OF April, 2022.

BY: POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANY
AND
POMONA PHASE 6, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
BRIAN CARLOCK, SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

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

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SHANNON DEAR
Notary Public, State of Texas
Comm. Expires 01-22-2026
Notary ID 10935492

WE, TEXAS CAPITAL BANK, A TEXAS STATE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS KIRBY DRIVE STREET DEDICATION NO. 2, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 2018052950 AND 2020015797 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

BY: _____
PRINT NAME: TOM MEILER
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOM MEILER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

QUEEN WEEKES
Notary Public, State of Texas
Comm. Expires 05-08-2022
Notary ID 124894650

I, CULLEN D. WEISHUHN, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL BOUNDARY SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION ACCORDING TO THE STANDARDS OF PRACTICE OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST STREET INTERSECTION; THAT THE BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE/TANGENCY AND INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED BY ME AND THAT THESE CORNERS ARE TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL LOT GRADING WITHIN THE SUBDIVISION; AND THAT ALL PREVIOUSLY EXISTING PROPERTY MARKERS ARE SUFFICIENTLY DESCRIBED ON THIS DOCUMENT AS FOUND AND ALL SET MARKERS ARE A MINIMUM OF 5/8-INCH DIAMETER IRON ROD WITH SURVEYOR'S CAP.

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

_____
CULLEN D. WEISHUHN, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6850

STATE OF TEXAS
CULLEN D. WEISHUHN
6850
LICENSED PROFESSIONAL LAND SURVEYOR

APPROVED BY THE BOARD OF COMMISSIONERS ON 05-03-2022

_____
BRAZORIA DRAINAGE DISTRICT NO. 4

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROMOTED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/ OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

DD04 REF. ID #22-000034

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

THIS 23rd DAY OF May, 2022

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY-FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

BEING 1.636 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22 AND 23 OF SECTION 78, OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.); SAID 1.636 ACRES ALSO BEING A PORTION OF THAT CERTAIN CALLED 136.648 ACRE TRACT (DESCRIBED AS TRACT 3) CONVEYED TO POMONA PHASE 4, LLC, BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2019053149, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), A PORTION OF THAT CERTAIN CALLED 107.789 ACRE TRACT CONVEYED TO POMONA PHASE 6, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021082799, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 382.586 ACRE TRACT CONVEYED TO POMONA LAND, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2017036819, B.C.O.P.R., SAID 1.636 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT));

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY", PREVIOUSLY SET FOR THE MOST SOUTHERLY CORNER OF POMONA PARKWAY STREET DEDICATION NO. 2, A SUBDIVISION OF RECORD IN FILE NUMBER 2019006980, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY (B.C.P.R.), SAME BEING ON THE EASTERLY LINE OF RESERVE "A" OF POMONA SECTION 15, A SUBDIVISION OF RECORD IN FILE NUMBER 2019057767, B.C.P.R.;

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

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, 254.63 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1540.00 FEET, A CENTRAL ANGLE OF 09° 28' 07", AND A CHORD WHICH BEARS SOUTH 07° 55' 34" EAST, 254.35 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 15' 00" EAST, 349.07 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 45' 00" WEST, 120.00 FEET TO A POINT FOR CORNER, SAME BEING ON THE EASTERLY LINE OF THAT CERTAIN CALLED 34.293 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO MHI PARTNERSHIP, LTD, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021084483, B.C.O.P.R.;

THENCE, NORTH 03° 15' 00" WEST, ALONG THE EAST LINE OF SAID 34.293 ACRES, PASSING AT 32.58 FEET, THE NORTHEAST CORNER OF SAID 34.293 ACRES, AND CONTINUING IN ALL, 349.07 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, PASSING AT AN ARC LENGTH OF 24.14 FEET, THE SOUTH-EAST CORNER OF AFOREMENTIONED RESERVE "A", AND CONTINUING ALONG THE EASTERLY LINE OF SAID RESERVE "A", A TOTAL ARC LENGTH OF 235.04 FEET, HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 09° 21' 07", AND A CHORD WHICH BEARS NORTH 07° 55' 34" WEST, 234.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.636 ACRES OF LAND.

FINAL PLAT OF
KIRBY DRIVE STREET DEDICATION NO. 2

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

0 LOTS 0 RESERVES 0 BLOCKS

MAY 13, 2022 JOB NO. 2149-8009P

OWNERS:

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

SURVEYOR:
LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

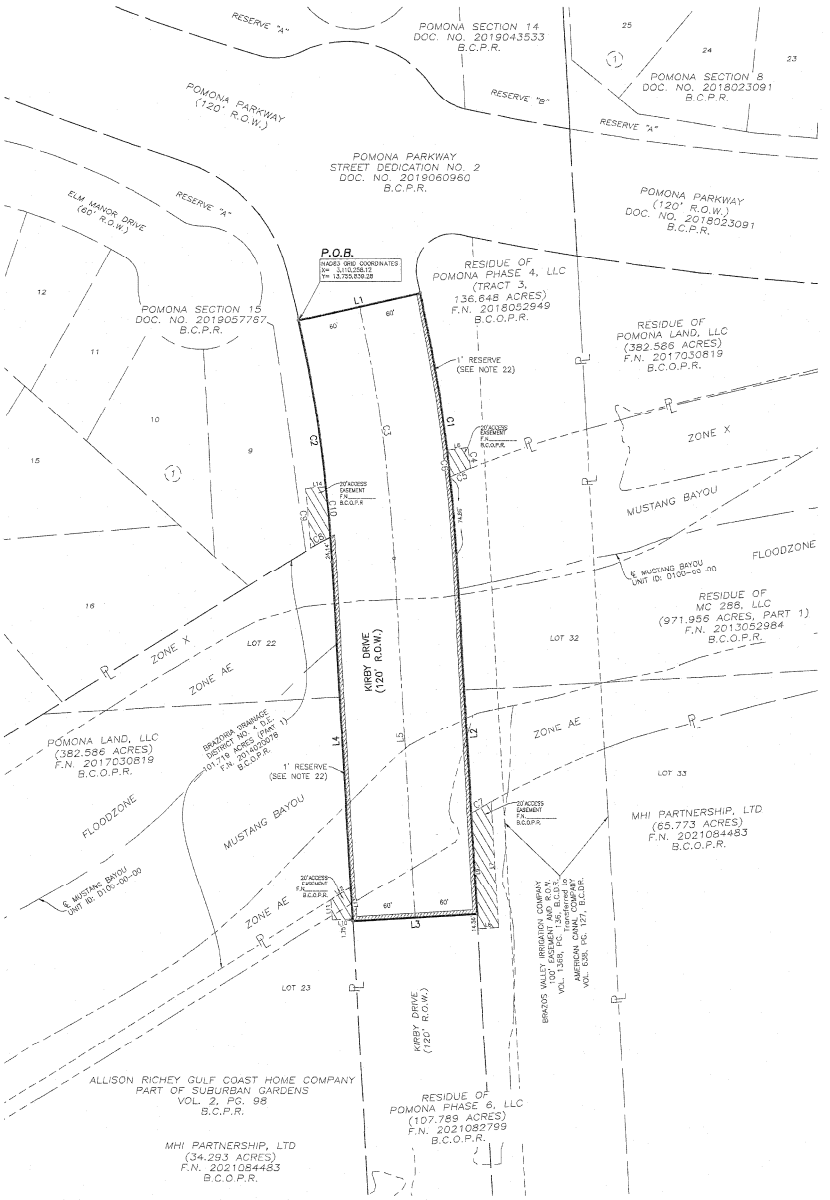
SHEET 1 OF 2

Date/Time: Wed, 13 Apr 2022 - 8:40am
Dwg Name: I:\Projects\2149\8009P\Survey\Dwg\8009P-Kirby Drive Street Dedication No 2.dwg

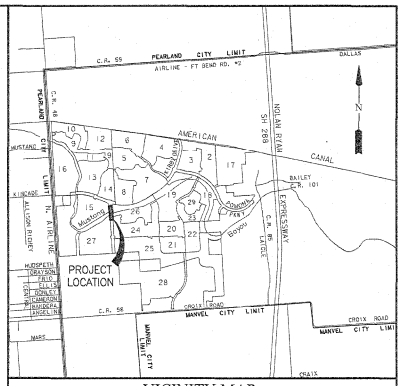
2024024309 Page 2 of 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°23'53" E	120.00'
L2	S 03°15'00" E	349.07'
L3	S 86°45'00" W	120.00'
L4	N 03°15'00" W	349.07'
L5	S 03°15'00" E	349.07'
L6	N 83°03'23" E	20.00'
L7	N 03°15'00" W	122.38'
L8	N 86°45'00" E	20.00'
L9	S 03°15'00" E	112.46'
L10	S 86°45'00" W	20.00'
L11	N 03°15'00" W	19.96'
L12	N 84°06'20" E	22.76'
L13	S 03°15'00" E	30.83'
L14	N 84°40'03" E	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1560.00'	9°21'07"	254.63'	S 07°55'34" E	254.32'
C2	1440.00'	9°21'07"	235.04'	N 07°55'34" W	234.76'
C3	1500.00'	9°21'07"	244.84'	S 07°55'34" E	244.58'
C4	1580.00'	0°43'31"	20.00'	N 08°34'51" W	20.00'
C5	1175.00'	1°01'05"	20.88'	S 67°13'21" W	20.88'
C6	1580.00'	0°56'38"	25.70'	N 08°28'18" W	25.70'
C7	675.00'	1°27'50"	22.35'	S 80°13'18" W	22.35'
C8	1175.00'	1°05'10"	22.27'	S 59°03'12" W	22.27'
C9	1420.00'	2°18'17"	57.53'	N 04°58'43" W	57.53'
C10	1440.00'	1°50'03"	48.19'	N 05°16'10" W	48.19'



60 30 0 60
SCALE: 1"=60'



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2022-0110, DATED MARCH 24, 2022. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
3. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986947.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDATION OF THE ASSOCIATED SUBDIVISION PLAT.
6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD-29 (1978 ADJ.)
7. BD04 BENCHMARK: A BRASS DISK STAMPED "MU-1" SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNIT D100-00-00.

   ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD-29 (1978 ADJ))
8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD-29 (1978 ADJ.)
9. THIS TRACT LIES PARTIALLY WITHIN THE FLOODWAY, PARTIALLY WITHIN ZONE "AE" AND PARTIALLY WITHIN ZONE "X" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48039C0020K. THIS TRACT LIES PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN.

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
11. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
12. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
13. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
14. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
15. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
16. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
17. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
18. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
19. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

   DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

   1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

   2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

   3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

   4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

   5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

   6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019

   7TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 15, 2021

   8TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 6, 2021
20. A 2-YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.
21. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
22. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY; THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

CR	Street Name	ROW	Length(Ft.)	Length(Mi.)
111	Kirby Drive Bridge	120'	593.91'	.0122

LEGEND

U.E.	INDICATES UTILITY EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
W.L.E.	INDICATES WATER LINE EASEMENT
S.S.E.	INDICATES SANITARY SEWER EASEMENT
D.E.	INDICATES DRAINAGE EASEMENT
B.C.P.R.	INDICATES BRAZORIA COUNTY PLAT RECORDS
B.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.O.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
B.C.O.P.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
F.N.	INDICATES FILE NUMBER
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
R.O.W.	INDICATES RIGHT-OF-WAY
RES.	INDICATES RESERVE

FINAL PLAT OF
KIRBY DRIVE STREET DEDICATION NO. 2

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

0 LOTS 0 RESERVES 0 BLOCKS

MAY 13, 2022 JOB NO. 2149-8009P

OWNERS:

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

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

2024024309
Brazoria County - Joyce Hudman, County Clerk
05/05/2024 10:25 AM
Total Pages: 2
Fee: 222.00

SHEET 2 OF 2

M:\Drawings - Manvel City Proj 2022 - 10-24\Kirby Drive Street Dedication 2\Plat\Kirby Drive Street Dedication 2.dwg
Plotted: May 13, 2022 - 10:24am
Plot By: Kevin Mcmillan
Plot Name: C:\Users\kevin.mcmillan\AppData\Local\Temp\AcPublish_21\[Kirby Drive Street Dedication 2.dwg]Plat
Plot Scale: 1.000000 '= 1.000000 '
Plot Style: LJA.ctb
Plot Size: 24.00 X 36.00 (Landscape)
MYLAR CHECK: SURV _____ DIR. _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **7/14/2026**

Authorize Additional Match Funding for the Caney Creek Project

Ratify the attached additional funding request in connection with the Funding Agreement between Brazoria County and Wharton County for the additional expenditure of $37,500.00. Funds are for participation, administration, and local match funding for the proposed “Texas Water Development Board Flood Infrastructure” fund grant for the Caney Creek Project.

Whereas, the Commissioners Court approved County participation in the project by Court Order 6.M.11 dated January 25, 2022.

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

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

Lacey Powell
Chief of Staff

Brazoria County

June 30, 2026

Melissa Hislop, EIT, CFM, CTCM
Manager, FMEs for Small Communities
Texas Water Development Board
512-475-1725

Subject: Additional Funds Request – Waterhole Creek – Caney Creek Basin, Linnville Bayou, and East Matagorda Bay (TWDB Commitment# G1001484)

Ms. Hislop,

This letter summarizes a request for additional funds by Brazoria County, a key participant in the Wharton County application for FIF grant funds related to TWDB Commitment # G1001484. The original estimated cost for this project was $432,500.00. The TWDB agreed to cover $324,375 (being 75% of the total project cost). The request for additional matching funds is primarily associated with the following:

1. Use of 1D/2D model for Linnville Bayou – The original scope of this project was to simulate Linnville Bayou using HEC-RAS in a 1D/2D environment. Essentially this means that the main study channel is simulated with 1D cross-sections and the overbank flow is simulated in a full 2D environment. This 1D/2D environment was selected primarily due to the fact that in 2022 HEC-RAS could not simulate a bridge in full 2D. One could only accurately simulate bridge hydraulics in the 1D environment. As of roughly 2025, HEC has enabled robust full 2D environment calculations for bridges, eliminating the need to simulate in 1D/2D. Scheibe was able to successfully create a 1D/2D model of Linnville Bayou for existing conditions, but any alternatives added has created extensive instability into this model due to the complex overflows between the many parallel channels within the Linnville Bayou watershed. Scheibe has recommended that a conversion to full 2D for the Linnville Bayou watershed would be the best way to resolve these modeling instabilities. It should be noted that the Caney Creek and Cedar Lake Creek models are also simulated in 1D/2D but since these channels are more traditional, in that they have one main channel and few parallel spill channels, this modeling approach has been sufficient. Linnville Bayou, on the other hand, has numerous parallel overflow channels that make this model very complex which has resulted in an inability to accurately simulate flood reduction alternatives, and arguably existing flood risk.

   Request: Brazoria County is requesting funds to convert the Linnville Bayou 1D/2D model into a full 2D HEC-RAS model (using the latest version of RAS).

2. Desire to simulate 7 flood reduction alternatives in Linnville Bayou. The scope of work for this project did not define a total number of alternatives to be evaluated, but there was only $60,000 budgeted for flood reduction alternatives in all three counties, which translates to about $20,000 for Brazoria County. Scheibe has indicated that this is sufficient budget for 2 complex alternatives or 4 relatively simple alternatives per County. Brazoria County has identified 3 alternatives along Cedar Lake Creek (which have already been completed by Scheibe) and 7

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

Lacey Powell
Chief of Staff

Brazoria County

alternatives along Linnville Bayou. The need for additional flood reduction alternatives in and around the P66 plant is very critical to Brazoria County and there is a desire to fund all 7 alternatives within this watershed so that the County can identify realistic solutions to flood risk in this region.

Request: Brazoria County is requesting additional funds to evaluate 7 flood reduction alternatives within the Linnville Bayou watershed.

These requests are essential to ensuring that Brazoria County will get an accurate hydraulic model for Linnville Bayou and also get accurate flood reduction solutions that the County can act on.

The following are details regarding this request for additional grant funds to cover the additional costs:

1. **Confirmation of Project Scope**: This project remains within the original project scope approved by the TWDB. There is a need to further evaluate additional alternatives along Linnville Bayou and to simulate Linnville Bayou in a more stable full 2D environment.
2. **Work Completed To-Date & Remaining**: Scheibe has completed the development of the HEC-HMS model for Linnville Bayou, the existing conditions 1D/2D model for Linnville Bayou, and all the data collection for this watershed. Scheibe started to simulate alternatives in this model but ran into extensive instability issues that they feel can only be resolved by converting to a full 2D environment. Once this is done, the remaining seven (7) identified alternatives can be simulated.
3. **Updated Project Budget**: Brazoria County is requesting (through the Project applicant – Wharton County) an increase in total project budget of $150,000. This would result in a **grant increase request of $112,500**. Brazoria County is able to cover the local 25% match of $37,500.
4. **Assessment of Risks**: Brazoria County is of the opinion that if the additional funds are not available, the Linnville Bayou watershed will have nominally accurate flood reduction alternatives due to model instability, which will not be sufficient for future grant funding. Identifying solutions to flood risk along Linnville Bayou is critical to the community due to our past experience with extreme flood losses in this region.

Please let us know if you have any questions regarding this formal request for additional grant dollars to cover unanticipated cost overruns related to this project.

Sincerely,

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

January 25, 2022

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 6.M.11
RE: Resolution Authorizing Match Funding for the Caney Creek Project

---

Approve the attached Resolution authorizing the participation, administration, and local match funding for the proposed Texas Water Development Board Flood Infrastructure fund grant for the Caney Creek Project.

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

RESOLUTION

A RESOLUTION OF BRAZORIA COUNTY, TEXAS, AUTHORIZING THE PARTICIPATION, ADMINISTRATION, AND LOCAL MATCH FUNDING FOR THE PROPOSED TWDB FLOOD INFRASTRUCTURE FUNDED **CANEY CREEK PROJECT**

WHEREAS, Wharton County has applied for and has obtained grant funding, and will administer a Texas Water Development Board flood infrastructure fund grant for the purpose of conducting a multi-jurisdictional flood risk and flood reduction project of Caney Creek;

WHEREAS, Wharton County has applied for additional funding anticipates obtaining grant funding for additional study streams in Brazoria County (namely Linnville Bayou and East Matagorda Bay Watersheds), and will administer a Texas Water Development Board flood infrastructure fund grant for the purpose of conducting a multi-jurisdictional flood risk and flood reduction project of Caney Creek, Linnville Bayou, and East Matagorda Bay Watersheds;

WHEREAS, Wharton County will manage and administer this TWDB Grant, and is willing to collaborate with Matagorda County Drainage District #1, Matagorda County, Brazoria County, and the City of Wharton on the overall local match funding for this project;

WHEREAS, This Texas Water Development Board Flood Infrastructure Fund Grant requires a 25% local match, to be funded with cash and the total amount of the additional study streams (being Linnville Bayou and East Matagorda Bay Watersheds) is $432,500.00 and the local 25% match is $108,125.00;

WHEREAS, This Texas Water Development Board Flood Infrastructure Fund project is expected to last for a 1.5 to 2 year period;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That Brazoria County agrees to fund **$108,125.00** over the course of this project with cash.

PASSED AND APPROVED ON January 25, , 2022.

APPROVED:

County Judge

ATTEST:

County Clerk

COMMISSIONERS COURT BRAZORIA COUNTY, TEXAS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **7/14/2026**

Administrative Fee for Closing, Abandoning, or Vacating a Public Road

In accordance with Texas Transportation Code, Chapter 251, Brazoria County Commissioners Court adopts the following administrative fee for processing requests for closing, abandoning, or vacating a public road:

- $250.00 plus $75.00 for each additional affected property owner

Further, that a copy of this order shall be delivered to the Engineering Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **7/14/2026**

Engineering Services for the Wild Peach Village Drainage Improvements

Approve the expenditure of $140,072.88 to Halff Associates, Inc., for supplemental Construction Engineering and Inspection “CEI” and Construction Material Testing “CMT”, modifying their current contract approved by Commissioners Court Order I. 6 dated August 12, 2025.

Whereas, the attached scope of work identifies the CEI and CMT related activities for the Project; and

Whereas, funds for this expenditure are available via the 2026 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.

EXHIBIT "F-2"
CONTRACT AMENDMENT

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract Amendment in accordance with the original Scope of Work and any additional Scope of Work within the Consultant's proposal attached hereto as **Exhibit "F-_."** County and Consultant may agree to amend this contract. Any further amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

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

Article 10
Consultant's Insurance Requirements

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

Execution

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

Brazoria County, Texas	**Halff Associates** **a Texas company**
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Long Nguyen, PE**
County Judge	**Vice President**
Date: _____	**Date:** _____

June 29, 2026

Ms. Karen McKinnon, P.E.
Assistant County Engineer
Brazoria County, Texas
451 N. Velasco Street, Suite 230
Angleton, TX 77515

RE: Proposal for Extension of Construction Engineering and Inspection Services and Construction Material Testing Services for Wild Peach Village Drainage Improvements

Dear Ms. McKinnon:

Halff Associates Inc. (Halff) is pleased to submit our proposal to extend Construction Engineering and Inspection (CEI) services and Construction Materials Testing (CMT) services for the Wild Peach Village Drainage Improvements project for Brazoria County. Halff original contract was amended by Brazoria County Commissioners Court on August 12, 2025 to approve the addition of CEI and CMT services to the original contract. These services were estimated to be for 180 calendar days to coincide with the construction duration.

The original construction duration was 180 calendar days or 6 months as stated in the contract documents. The official Notice to Proceed date for the construction was August 12, 2025 resulting in a completion date of February 11, 2026. Due to project delays including rework and the reconstruction of roadway sections that failed during the installation of drainage culverts, we were estimating an actual completion date of June 30, 2026 which accounted for an additional 139 calendar days past the contract completion date. The county approved this additional effort on 5/22/2026 referenced on the following page (PO # 0002525741).

Due to ongoing project delays, the revised estimated completion date is now July 31, 2026, representing an additional 23 working days to reach final completion. To continue providing CEI services through this extended period, an additional $140,072.88 will be required, as summarized on the following page.
This amount also includes additional design services related to the repair of the recent slope failure near Station 110+00, as well as added effort associated with TxDOT bridge numbering coordination. Furthermore, it accounts for an additional four months of CMT effort from February 11 through early June of 2026 that was not included/approved in the most recently approved (5/22/2026) proposal.
The level of effort (LOE) for these services is detailed in Attachments A, B, and C. Costs will be billed monthly on a Cost-Plus-Max basis, ensuring that only services performed are invoiced.

Below is a summary of Halff's contract approvals to date and the fee proposed for the proposed services extension.

Original Design Phase Services (Approved 5/9/2019)

1.	Topographic Survey (Landtech)	$ 197,040.00	(Lump Sum)
2.	Environmental (Halff)	$ 41,300.00	(Lump Sum)
3.	Civil Design Services (Halff)	$ 228,900.00	(Lump Sum)
4.	Drainage Analysis (Halff)	$ 41,500.00	(Lump Sum)
5.	Geotechnical (ATL)	$ 17,930.00	(Lump Sum)
6.	Construction Administration (Halff)	$ 54,880.00	(Lump Sum)
	Total:	**$ 581,550.00**	

Amendment: Add CEI & CMT Services (Approved 8/12/2025)

1.	Construction Engineering and Inspection (Halff)	$ 359,790.00	(Cost-Plus Max)
2.	Construction Material Testing (ATL)	$ 206,954.00	(Cost-Plus Max)
3.	Reimbursable Expenses	$ 28,023.00	(Reimbursable)
	Total:	**$ 594,767.00**	
	Original Construction Administration:	**$ 54,880.00**	
	Adjusted Total:	**$ 539,887.00**	

Amendment: Additional CEI Services (Approved 5/22/2026)

1.	Construction Engineering and Inspection (Halff)	$ 197,600.00	(Cost-Plus Max)
	Total:	**$ 197,600.00**	
	Adjusted Total:	**$ 737,487.00**	

Extended CEI, Design and CMT Services (This Proposal)

1.	Construction Eng., Design and Inspection (Halff)	$ 57,630.00	(Cost-Plus Max)
2.	Construction Material Testing (ATL)	$ 72,177.60	(Cost-Plus Max)
3.	Reimbursable Expenses	$ 10,265.28	(Reimbursable)
	Total:	**$ 140,072.88**	
	Adjusted Total:	**$ 877,559.88**	

We appreciate the opportunity to be of service to you and Brazoria County on this very important project. Please feel free to contact me if you have any questions or comments concerning this proposal at 936-777-6385 or jbielstein@halff.com.

Sincerely,
Halff Associates, Inc.

James “Jim” Bielstein
Public Works Team Leader

Attachments:
Attachment “A”: Detailed Scope of Services
Attachment “B”: Detailed Level of Effort
Attachment “C”: Proposal for Construction Material Testing Services

cc: File AVO# 35730.007

Attachment "A"

Project Understanding

Halff will continue to serve as Brazoria County's project field representative and engineer of record to report on observed field conditions. The primary goal is to observe that the construction work proceeds in accordance with the approved plans and specifications for the Wild Peach Village Drainage Improvements dated April 2nd, 2025.

Task 1: Construction Engineering and Inspection Services*

Construction duration adjustment of 23 additional working days. Halff will perform all items under this task. Services to be rendered include the following:

1.1 Perform construction field inspection, including daily reports. Prepare daily reports recording observed Contractor's and Subcontractors present at the site, weather conditions, data related to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions. Site Visitors, deliveries of equipment or materials, known weekly activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

1.2 Coordination with TXDOT to obtain NBI numbers for the four (4) Bridge Class Culverts along CR244.

1.3 Review testing laboratory reports.

1.4 Review and respond to change orders.

1.5 Review contractor payment applications for compliance with the schedule of quantities, work completed, materials and equipment delivered at the project site. Use previous site visits, inspector's daily reports, and site observation reports.

1.6 Slope failure design – provide contractor with plans, specs and other documents required to repair slope failure located around station 110+00.

*Task 1 services are on a Cost-Plus Max basis and will be billed monthly.

Task 2: Construction Material Testing Services

Services will be subcontracted to Associated Testing Laboratories Inc.

- Scope of Services
  - See Attachment "C"
- Schedule
  - See Attachment "C"
- Billing

- See Attachment "C". Subcontract invoices will be submitted as they are received in the amount received and approved up to the not-to-exceed budget included in the attached proposal along with a 10% subcontract markup.

Task 3: Reimbursable Expenses

Direct costs, including printing, plotting and reproduction, postage and mileage (IRS Business Mileage Rate), will be considered reimbursable. They will be billed separately at 1.0 times the direct cost incurred. Direct costs incurred will be carefully monitored during the progress of this project and the fees will not exceed the amount without prior approval from client.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK:

The services or deliverables listed below are specifically excluded from the scope of services included in this fee proposal. However, should the need for any of these services arise, Halff would be capable and willing to provide requested service(s) corresponding to a scope, fee, and schedule that is agreeable to the County.

- Attending public meetings
- Halff shall not have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.

List of assumptions:

1. Construction duration adjustment of 23 additional working days
2. Travel mileage to and from the site is billable
3. Halff shall have the authority to stop the contractor's work at any time
4. Inspector can bill coordination time with the County, Contractor, etc.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

Attachment "B" - Level of Effort
Wild Peach Village Drainage Improvements
Construction Engineering and Inspection Services

Date: 6/25/2026

This level of effort is for estimating purposes only. Actual billing rates will be actual raw labor rates times 3.45 multiplier	Project Manager	Project Engineer	Record Keeper	Senior CADD Technician	Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	$ 200	$ 180	$ 120	$ 135	$ 165	$ 90		
Construction Engineering and Inspection Services:								
Task 1 - CEI Services								
1.1 Perform Inspections, Including Daily Reports (assume 23 working days)					230		230	$ 37,950.00
1.2 Coordination with TxDOT on Bridge Class Culverts	4	32		8			44	$ 7,640.00
1.3 Review Testing Laboratory Reports		20			20		40	$ 6,900.00
1.4 Review Change Orders		6					6	$ 1,080.00
1.5 Review Contractor Payment Applications		8			8		16	$ 2,760.00
1.6 Slope Failure Design	2	2		4			8	$ 1,300.00
Subtotal Hours	**6**	**68**	**0**	**12**	**258**	**0**	**344**	
Subtotal Fee	**$ 1,200**	**$ 12,240**	**$ -**	**$ 1,620**	**$ 42,570**	**$ -**		**$ 57,630.00**
TOTAL FEES: CEI SERVICES								**$ 57,630.00**

Construction Materials Testing Services:								
Task 2 - CMT Services								
2.1 Construction Materials Testing								$ 65,616.00
2.2 Subconsultant Coordination								$ 6,561.60
Subtotal Fee								**$ 72,177.60**
TOTAL FEES: CMT SERVICES								**$ 72,177.60**

Reimbursable Expenses:								
Task 3 - Reimbursable Expenses	**Units**	**No. Units**	**Unit Cost**					
3.1 Reimbursable Expenses (Vehicle Mileage)	Per Mile	14,159	$ 0.725					$ 10,265.28
Subtotal Fee								**$ 10,265.28**
TOTAL FEES: REIMBURSABLE EXPENSES								**$ 10,265.28**

TOTAL FEES: CEI SERVICES, CMT SERVICES, & REIMBURSABLE EXPENSES	**$ 140,072.88**

Attachment "C"

SUB-CONSULTANT PROPOSAL – CONSTRUCITON MATERIAL TESTING SERVICES

March 18, 2026
CO26-001

HALFF Associates, Inc
Houston, Texas

Attention: Derek Wedel, P.E.
dwedel@halff.com

Project: Wild Peach Village Drainage Improvements Project.

RE: Change Order No. 1 – Wild Peach Village Drainage Improvements Project (CP25-080)

Dear Mr. Wedel,

Associated Testing Laboratories, Inc. (ATL) has prepared this Change Order to address additional construction materials testing and inspection services required for the above-mentioned project. The Change Order is based on the original proposal dated June 30, 2025, and includes additional services not previously accounted for. Added Scope of Services: Additional culvert crossings, CSS testing, structural concrete testing, roadway failure remediation testing, proctor testing, density testing, and mow strip concrete testing.

Budget Estimate and Assumptions

Based on the details provided, ATL has estimated a change order of **$65,616.00**. It should be noted that this proposal is only an estimate and that it may be impacted by unavoidable events like construction hours, delays from on-site safety meetings or orientations, permits, utility clearance, access issues, and weather-related issues. Actual charges will be based on the services requested and provided.

Sincerely,
Associated Testing Laboratories, Inc.

Tiffany Price

Tiffany Price
Operations Manager

Authorized Signature:_____

Name:_____Date:_____

CHANGE ORDER ESTIMATE

Description	Quantity	Rate	Units	Amount
PERSONNEL				
Project Engineer, P.E.	26	$ 176.00	Hour	$ 4,576.00
Senior Technician	382	$ 96.00	Hour	$ 36,672.00
Senior Technician O/T	52	$ 144.00	Hour	$ 7,488.00
Vehicle Charge	382	$ 13.00	Hour	$ 4,966.00
Admin/Clerical Support	26	$ 75.00	Hour	$ 1,950.00
Nuclear Density Equipment Rental	382	$ 13.00	Hour	$ 4,966.00
		Subtotal:	$ 60,618.00	
SOILS & TREATED SOILS				
Liquid & Plastic Limits (ASTM D-4318)	6	$ 76.00	Each	$ 456.00
Percent Passing #200 Sieve (ASTM D-1140)	6	$ 59.00	Each	$ 354.00
OMD Standard Compaction (ASTM D-698)	6	$ 246.00	Each	$ 1,476.00
Cement Sand Compressive Strength (ASTM D-1633)	12	$ 86.00	Each	$ 1,032.00
	Soils & Treated Soils Subtotal:		$ 3,318.00	
PORTLAND CEMENT CONCRETE				
Compressive Strength (Cylinder)	80	$ 21.00	Each	$ 1,680.00
	Portland Cement Concrete Subtotal:		$ 1,680.00	
		Grand Total:	$ 65,616.00	

**Minimum 4-hour charge per trip; Overtime will be charged 1.5 times to the regular rate (before and after 6am/pm and all day on weekends)*

Phone. 713.748.3717
Email. wilmer@associatedtesting.com
Address. 10450 Corporate Drive Sugar Land Texas 77478

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **7/14/2026**

Authorization of Holloway Environmental and Communications Services, Inc. to act as an agent on behalf of the County for the CR 676 Bridge Project

Approve and ratify the authorization of Holloway Environmental and Communications Services, Inc. to act as an agent on behalf of Brazoria County in dealings with the U.S. Army Corps of Engineers (USACE) regarding the CR 676 Bridge Project. This includes taking all necessary actions for the application, processing, issuance, and/or acceptance of a Clean Water Act and/or Rivers and Harbors Act delineations, determinations, and/or permits.

Whereas, the attachments indicate the terms and conditions of the authorization and relevant project information; and

Further, that the County Judge or his designee be authorized to sign the attached Authorization and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

U.S. Army Corps of Engineers (USACE)

AUTHORIZATION TO ACT AS AN AGENT

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act, the proponent agency is CECW-COR.

Form Approved - OMB No. 0710-0003

Expires 2027-10-31

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-003, is estimated to average 5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

Purpose: This form is used by members of the public to authorize an agent (for example - a private consultant) to act on their behalf in all matters relating to all dealings with the USACE regarding the project. This includes taking all necessary actions for the application, processing, issuance, and/or acceptance of a Clean Water Act and/or Rivers and Harbors Act delineations, determinations, and/or permits.

This form is a component in the Corps Regulatory Request System (RRS), which is an online permitting application portal for the Regulatory Program.

ITEMS 1 THRU 3 - FOR USACE USE ONLY

APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED

ITEMS 4 THRU 14 - COMPLETD BY THE APPLICANT or REQUESTOR

4. PROJECT NAME	5. PROJECT LOCATION
CR 676 at Varner Creek Tributary Bridge Replacement	35429 Farrer Rd, West Columbia, TX 77486
6. APPLICANT NAME (*first, middle, last*)	7. AGENT NAME
L.M. "Matt" Sebesta, Jr.	Molly Lenihan
Company (*if applicable*):	Company:
Brazoria County	Hollaway Environmental + Communications Services, Inc
E-mail Address:	E-mail Address:
MattS@brazoriacountytx.gov	molly@hollawayenv.com

8. APPLICANT ADDRESS (*if applicable*)		9. AGENT ADDRESS (*if applicable*)	
Address		Address	
237 East Locust Street, Suite 401		2500 Summer St, Suite 1130	
City:	State:	City:	State:
Angleton	TX	Houston	TX

10. APPLICANT PHONE NUMBERS. w/AREA CODE			11. AGENT PHONE NUMBERS. w/AREA CODE		
a. Primary	b.	c. Fax	a. Primary	b.	c. Fax
+19798641200			+13463570777		

12. APPLICANT/AGENT CERTIFICATION

By signing below, I hereby authorize the agent listed above, to act on my behalf in all matters relating to all dealings with the USACE regarding the project and properties listed above, including taking all necessary actions for the application, processing, issuance, and/ or acceptance of a Clean Water Act and/or Rivers and Harbors Act delineations, determinations, and/or permits. Any and all acts carried out by my agent on my behalf as it relates to this project and property shall have the same effect as acts of my own.

I agree to review all information submitted to the USACE on my behalf by my agent and certify that any information submitted on my behalf is true and correct.	
13. SIGNATURE of APPLICANT or REQUESTOR	14. DATE
18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.	

ENG FORM 6295, JAN 2025 **PREVIOUS EDITIONS ARE OBSOLETE.**

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RRS SUBMITTAL REVIEW DOCUMENT

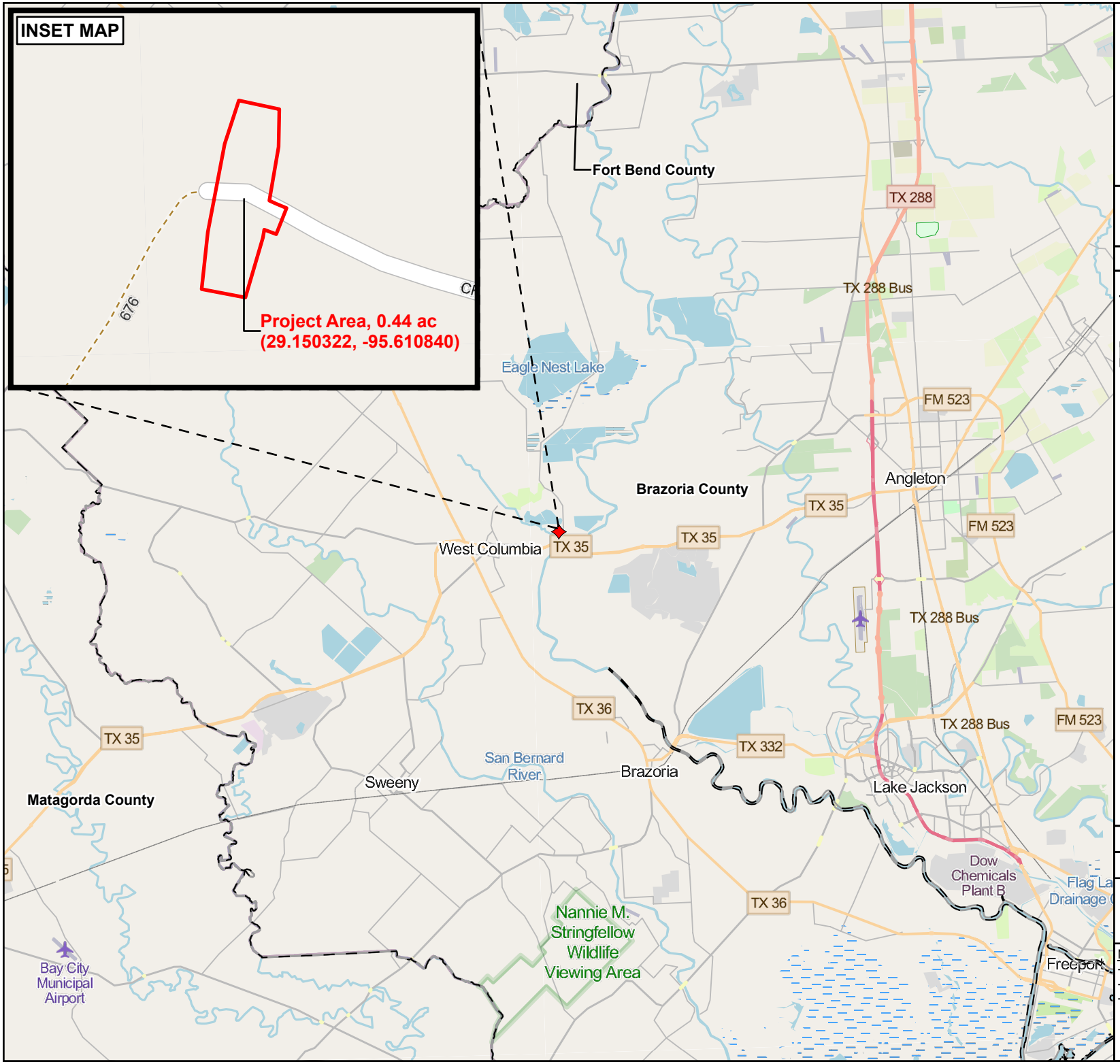
No Preconstruction Notification Required (Nationwide Permits)		
Project Name	**CR 676 at Varner Creek Tributary Bridge Replacement**	
Has the USACE previously issued a file number for any part of the project area?	No	
Project Location	☐ Geodatabase of Project Area has been created and is in the folder.	
Contact Information Fill in your contact information and the applicant's information, then select **download an Agent Authorization form populated** with the information you entered. Fill in your contact information and the applicant's information, then select **download a Right of Entry form populated** with the information you entered.		
Applicant	County Judge L.M. "Matt" Sebesta, Jr. 237 East Locust Street, Suite 401 Angleton, TX 77515 979-864-1200	
General Project Information		
Project Name	CR 676 at Varner Creek Tributary Bridge Replacement	
Has the USACE previously issued a file number for any part of the project area?	No	
Identify the specific Nationwide Permit(s) or Regional or Programmatic General Permit you propose to use	☐ I'm not sure ☐ **NWP 1** Aids to Navigation ☐ **NWP 2** Structures in Artificial Canals ☐ **NWP 3** Maintenance ☐ **NWP 4** Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities ☐ **NWP 5** Scientific Measurement Devices ☐ **NWP 6** Survey Activities ☐ **NWP 7** Outfall Structures and Associated Intake Structures ☐ **NWP 8** Oil and Gas Structures on the Outer Continental Shelf ☐ **NWP 9** Structures in Fleeting and Anchorage Areas ☐ **NWP 10** Mooring Buoys ☐ **NWP 11** Temporary Recreational Structures ☐ **NWP 12** Oil or Natural Gas Pipeline Activities ☐ **NWP 13** Bank Stabilization ☒ **NWP 14** Linear Transportation Projects ☐ **NWP 15** U.S. Coast Guard Approved Bridges ☐ **NWP 16** Return Water From Upland Contained Disposal Areas ☐ **NWP 17** Hydropower Projects	☐ **NWP 30** Moist Soil Management for Wildlife ☐ **NWP 31** Maintenance of Existing Flood Control Facilities ☐ **NWP 32** Completed Enforcement Actions ☐ **NWP 33** Temporary Construction, Access, and Dewatering ☐ **NWP 34** Cranberry Production Activities ☐ **NWP 35** Maintenance Dredging of Existing Basins ☐ **NWP 36** Boat Ramps ☐ **NWP 37** Emergency Watershed Protection and Rehabilitation ☐ **NWP 38** Cleanup of Hazardous and Toxic Waste ☐ **NWP 39** Commercial and Institutional Developments ☐ **NWP 40** Agricultural Activities ☐ **NWP 41** Reshaping Existing Drainage and Irrigation Ditches ☐ **NWP 42** Recreational Facilities ☐ **NWP 43** Stormwater Management Facilities ☐ **NWP 44** Mining Activities ☐ **NWP 45** Repair of Uplands Damaged by Discrete Events ☐ **NWP 46** Discharges in Ditches

	☐ **NWP 18** Minor Discharges ☐ **NWP 19** Minor Dredging ☐ **NWP 20** Response Operations for Oil or Hazardous Substances ☐ **NWP 21** Surface Coal Mining Activities ☐ **NWP 22** Removal of Vessels ☐ **NWP 23** Approved Categorical Exclusions ☐ **NWP 24** Indian Tribe or State Administered Section 404 Program ☐ **NWP 25** Structural Discharges ☐ **NWP 27** Aquatic Habitat Restoration, Enhancement, and Establishment Activities ☐ **NWP 28** Modifications of Existing Marinas ☐ **NWP 29** Residential Developments	☐ **NWP 48** Commercial Shellfish Mariculture Activities ☐ **NWP 49** Coal Remining Activities ☐ **NWP 50** Underground Coal Mining Activities ☐ **NWP 51** Land-Based Renewable Energy Generation Facilities ☐ **NWP 52** Water-Based Renewable Energy Generation Pilot Projects ☐ **NWP 53** Removal of Low-Head Dams ☐ **NWP 54** Living Shorelines ☐ **NWP 55** Seaweed Mariculture Activities ☐ **NWP 56** Finfish Mariculture Activities ☐ **NWP 57** Electric Utility Line and Telecommunications Activities ☐ **NWP 58** Utility Line Activities for Water and Other Substances ☐ **NWP 59** Water Reclamation and Reuse Facilities
List any other Nationwide Permit(s), Regional General Permit(s), Individual Permit(s) used to authorize any part of the proposed project or any related activity. Also, if any other Certificates or Approvals/Denials have been received from other Federal, State, or Local Agencies for Work Described in this Application, please include here and select “Other” in the type of approval column		
Select Applicable Statutory Authority	☒ Section 404 of the Clean Water Act (33 U.S.C. 1344) ☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)	
Project Description	Brazoria County proposes replacing the existing inadequate drainage infrastructure under County Road (CR) 676 with upgraded structures. This will include replacing corrugated metal pipes (CMPs) that allow the Varner Creek tributary to flow underneath CR 676 with two 8’x8’ box culverts with 70’ wingwalls and stabilizing riprap.	
Project Purpose	The purpose of this project is to replace the existing inadequate CR 676 crossing over the Varner Creek tributary with an upgraded structure to provide safe and efficient roadway access for the surrounding homeowners along CR 676 during storm events. Currently, the CR 676 roadway and associated culverts are frequently inundated from water in the Varner Creek tributary during storm events, causing access and safety issues and erosion.	
Nature of Activity	The proposed project is a roadway improvement project that will replace the existing drainage infrastructure under CR 676 with upgraded structures. The existing CMPs will be replaced with two 8’x8’ concrete box culverts with associated cement stabilized backfill and 70’ wingwalls. At the limits of the wingwalls, 24” stabilizing riprap will be placed within the stream to prevent erosion. The total placement of fill material within the tributary to Varner Creek is 114.12 cubic yards (cy).	
If the terms of the Nationwide Permit(s) you want to use require additional information to be included in the PCN, please		

provide it here (NWP 3, 31, 33, 44, 45, 48, 49, 50)	
Is any portion of the Nationwide Permit activity complete?	No
IF YES, describe the completed work.	
Other Laws and Regulations	
☐	Pre-application/Project scoping
USFWS IPaC Species List I believe the following species and/or its habitat may occur within my project area (leave unchecked if you're not sure):	☒ Tricolored bat ☐ Piping plover ☐ Rufa red knot ☐ Whooping crane ☐ Green sea turtle ☐ Hawksbill sea turtle ☐ Texas fawnsfoot ☐ Monarch butterfly
List any Additional Threatened or Endangered Species not included above. If no endangered species exist, enter "None" or "I'm not sure" if you can't determine this information.	None.
List any historic properties that have the potential to be affected by the proposed Nationwide Permit activity. If no historic properties exist, enter "None" or "I'm not sure" if you can't determine this information.	A cultural resources review was conducted in October 2025 by Adams Environmental, Inc. (AEI). According to this review, the Project Area's proximity to Varner Creek and the Brazos River would normally indicate an increased potential for human habitation. Additionally, the soils may be interpreted as having capacity to contain buried archeological deposits. The entirety of the Project Area has not been previously surveyed for the presence of cultural resources. AEI recommended further investigations be carried out in compliance with federal and state regulations. However, the Project Area is located in the Texas Department of Transportation (TxDOT) Potential Archeological Liability Map (PALM) Unit 3: No surface survey recommended; deep reconnaissance recommended if deep impacts are known. Proposed activities would occur only in areas previously disturbed by human development and currently containing man-made structures (culverts and riprap). As such, it would be unlikely to encounter previously undiscovered cultural resources. No known historic properties are located in the vicinity of the proposed project.
Will the proposed Nationwide Permit activity occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status?	No
IF YES, List National Wild and Scenic River or Study River	
Will the proposed Nationwide Permit activity require permission from the USACE pursuant to 33 U.S.C 408 because it will alter or temporarily permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project?	No
IF YES, Have you submitted a written request for Section 408 permission from the USACE	CHOOSE AN ITEM.

District having jurisdiction over that project?	
Submission Date	CLICK OR TAP TO ENTER A DATE.
Aquatic Resource Inventory	
Aquatic Resource Bulk Upload GDB	☒ GIS has created a zipped GDB of aquatic resources using the available template?
Project Impacts and Mitigation	
Provide the following information for each affected resource:	Tributary to Varner Creek; 8'x8' box culvert; Discharge of fill material; Concrete; River/Stream; Yes; Permanent; Fill Area; Length: 8ft; Width: 8ft; AREA AMT (auto calculated); Square feet Tributary to Varner Creek; Cement stabilized backfill; Discharge of fill material; Cement; River/Stream; Yes; Permanent; Fill Area; Length: 8ft; Width: 8ft; AREA AMT (auto calculated); Square feet Tributary to Varner Creek; 24" riprap; Discharge of fill material; Riprap; River/Stream; Yes; Permanent; Fill Area; Length: 45ft; Width: 8ft; AREA AMT (auto calculated); Square feet Tributary to Varner Creek; Native soil under riprap; Discharge of fill material; Concrete; River/Stream; Yes; Permanent; Fill Area; Length: 22ft; Width: 6ft; AREA AMT (auto calculated); Square feet
Provide any additional information you may have about the proposed quantity of wetlands, streams, or other types of waters directly affected by the proposed Nationwide Permit activity. This level of detail is helpful to better understand the type of impacts that are proposed for your project	The proposed project includes the replacement of two existing CMPs and associated riprap with an 8'x8' box culvert with associated wingwalls and stabilizing riprap. The quantities above are estimates. The calculated fill quantities for each impact are: 32.67 cy (8'x8' box culvert); 24.50 cy (cement stabilized backfill); 47.20 cy (24" riprap); and 9.75 cy (native soil under riprap. These activities would result in the permanent placement of fill material within the Varner Creek tributary, totaling 114.12 cy.
Description of Avoidance, Minimization, and Compensation	Impacts to the Varner Creek tributary have been minimized to the extent practicable and are limited to the footprint of the proposed improved bridge structure and associated stabilizing riprap. Only those impacts necessary for structural integrity and erosion prevention are included in the proposed project. Proposed impacts total 114.12 cy and include the replacement of existing structures and riprap. The Varner Creek tributary already contains stabilizing riprap; as such, the replacement of riprap within this feature would not alter the function of this feature as a stream or stormwater conveyance feature. Mitigation is not proposed for this activity as the function of this feature is not anticipated to change following completion of proposed activities.
Will the proposed activity result in a loss of greater than 0.10 acre of wetlands or 3/100 acre of stream?	Yes
IF YES, Explain how compensatory mitigation requirements in paragraph (c) of general condition 23 will be satisfied or explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required for the proposed activity	Proposed impacts total 114.12 cy and include the replacement of existing structures and riprap. The portion of Varner Creek tributary within the Project Area already contains stabilizing riprap; as such, the replacement of riprap within this feature would not alter the function of this feature as a stream or stormwater conveyance feature. Mitigation is not proposed for this activity as the function of this feature is not anticipated to change following completion of proposed activities.
Do you proposed compensatory mitigation?	No
IF YES, Provide the following information	
Supporting Information	

Are there any supporting documents you will be uploading?	Yes WOTUS Report, T&E Report, Cultural Report, Design Plans.
Certify, Sign, and Submit	



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County Road 676 at Varner Creek Tributary Bridge Replacement
Brazoria County, Texas

CWA Permitting

LEGEND

- Project Area (0.44 ac)
- County Boundaries

Exhibit 1

Vicinity Map

N

0 2.5 5 Miles

NOTES
- Centroid Coordinates: 29.150322, -95.610840
- ESRI OpenStreetMap
- Date Created: 05/12/2026



HOLLAWAY
ENVIRONMENTAL + COMMUNICATIONS

County Road 676 at Varner Creek Tributary Bridge Replacement
Brazoria County, Texas

CWA Permitting

LEGEND

Project Area (0.44 ac)

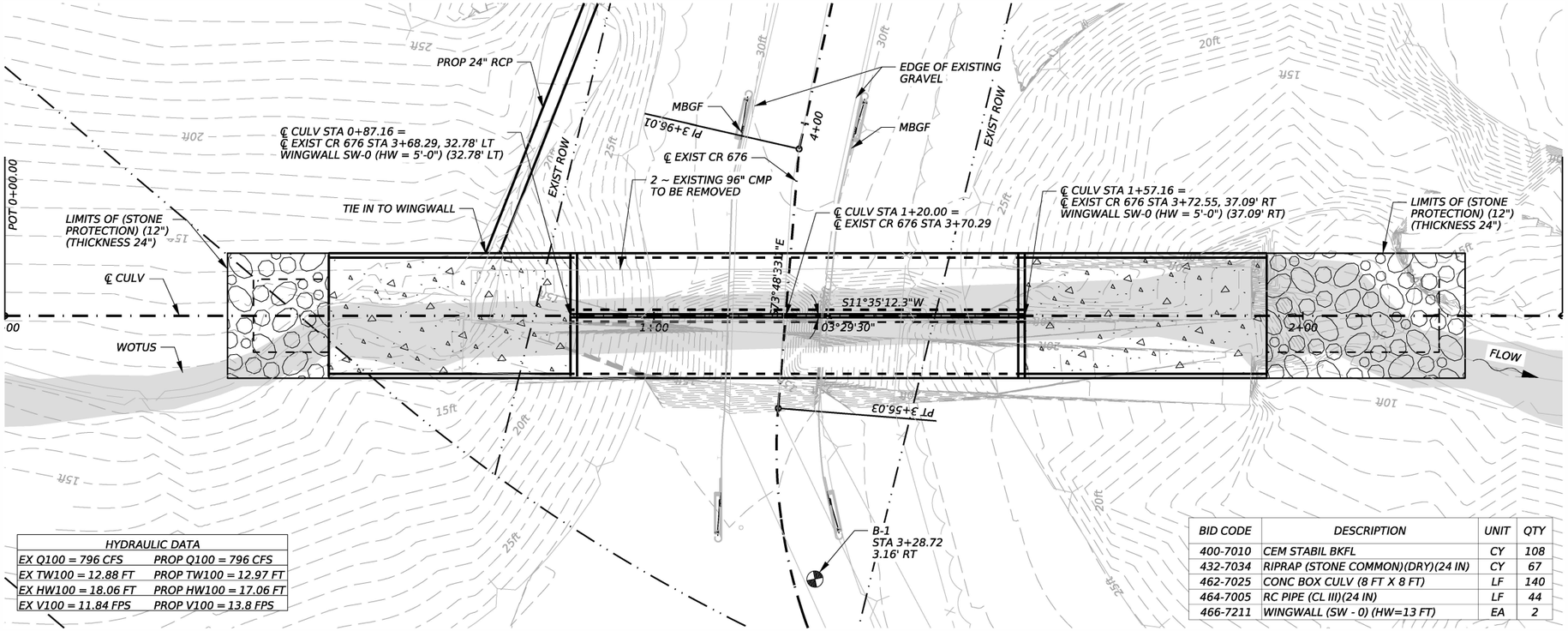
Exhibit 2

2025 Aerial Map

N

0 25 50 Feet

NOTES
- Centroid Coordinates: 29.150322, -95.610840
- NearMap Aerial Date: 12/11/2025
- Date Created: 05/12/2026



HYDRAULIC DATA	
EX Q100 = 796 CFS	PROP Q100 = 796 CFS
EX TW100 = 12.88 FT	PROP TW100 = 12.97 FT
EX HW100 = 18.06 FT	PROP HW100 = 17.06 FT
EX V100 = 11.84 FPS	PROP V100 = 13.8 FPS

BID CODE	DESCRIPTION	UNIT	QTY
400-7010	CEM STABIL BKFL	CY	108
432-7034	RIPRAP (STONE COMMON)(DRY)(24 IN)	CY	67
462-7025	CONC BOX CULV (8 FT X 8 FT)	LF	140
464-7005	RC PIPE (CL III)(24 IN)	LF	44
466-7211	WINGWALL (SW - 0) (HW=13 FT)	EA	2

LEGEND

STONE RIPRAP

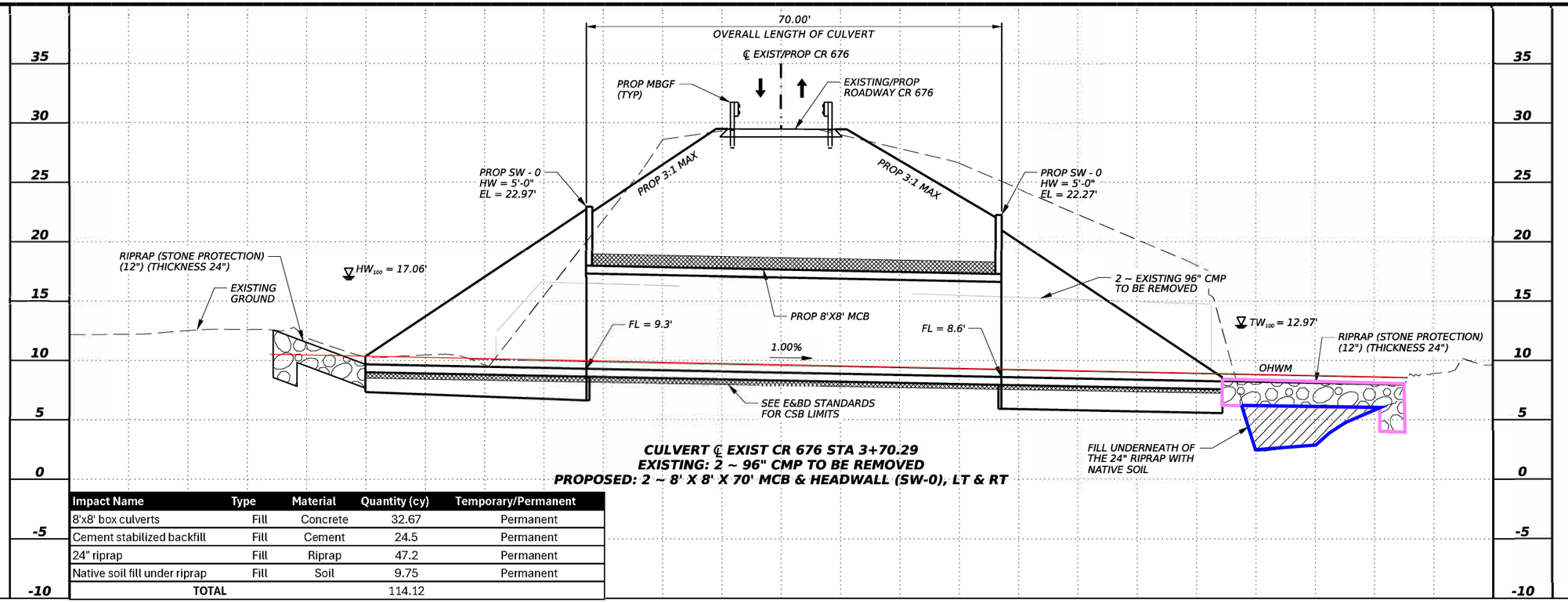
CONCRETE RIPRAP

NOTES:

1. ALL STATIONS CALLOUTS ARE IN REFERENCE TO THE EXISTING CR 676 BASELINE. UNLESS OTHERWISE NOTED.
2. ALL DITCH SIDE SLOPES SHALLE BE 3:1 MAX. SEE PROPOSED GRADING PLAN.
3. CONTOURS SHOWN IN PLAN VIEW ARE EXISTING, UNLESS OTHERWISE NOTED.
4. SRR TO BE UNDERLINED WITH FILTER FABRIC CONFORMING TO DMS-6200. THIS WILL BE SUBSIDIARY TO THE STONE RIPRAP ITEM.

H: 0 10 20 SCALE IN FEET

V: 0 5 10 SCALE IN FEET



CULVERT ℄ EXIST CR 676 STA 3+70.29
EXISTING: 2 ~ 96" CMP TO BE REMOVED
PROPOSED: 2 ~ 8' X 8' X 70' MCB & HEADWALL (SW-0), LT & RT

Impact Name	Type	Material	Quantity (cy)	Temporary/Permanent
8'x8' box culverts	Fill	Concrete	32.67	Permanent
Cement stabilized backfill	Fill	Cement	24.5	Permanent
24" riprap	Fill	Riprap	47.2	Permanent
Native soil fill under riprap	Fill	Soil	9.75	Permanent
TOTAL			114.12	

IEA , INC.
• ENGINEERS •
TBPE #F-10161

PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for Interim Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:

JOSEPH M. LOPEZ 141382 5/15/2026
NAME PE# Date

NO.	DATE	REVISION	APPROV.

IEA 13501 KATY FREEWAY SUITE 3425 HOUSTON, TEXAS 77079 (832) 494-3800 FIRM REGISTRATION No. F-10161

Brazoria County Engineering Department

CR 676 AT VARNER CREEK TRIBUTARY

CULVERT LAYOUT

CONT	SECT	JOB	HIGHWAY
			CR 676
DIST	COUNTY		SHE
	BRAZORIA		4

DATE: 2026/04/24
FILE: pw:\\iea-pw.bentley.com:iea-pw-01\Documents\Projects\30130 Brazoria CR 676 at Varner\4 - Design\Plan Set\5. Drainage\CR676 DR CULV01.dgn

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **7/14/2026**

Authorization to Utilize a Force Account for the Hastings Phase II Road and Drainage Improvements Project

Approve and ratify the authorization of a force account to be used for the Hastings Phase II Road and Drainage Improvements Project, where initial bids exceeded the project budget assigned by General Land Office (GLO). The county is proceeding with rebidding the project and is shifting a portion of the work to a force account to ensure timely and cost-effective project completion.

Whereas, the attachment indicates the scope and relevant project information; and

Further, that the County Judge or his designee be authorized to sign the attached letter and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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

Lacey Powell
Chief of Staff

Brazoria County

June 22, 2026

RE: Brazoria Co. 20-065-118-C388 – Request to Utilize Force Account

Dear Mr. Pettit,

Brazoria County remains committed to achieving the performance goals and advancing flood recovery efforts outlined in its 20-065-118-C388 GLO-DR infrastructure grant.

The Wild Peach project has reached 70% construction completion, and the reallocation projects for the Cities of Brazoria and Surfside Beach are actively progressing through the bid phase.

The Hastings project was bid on May 26, 2026. The initial bids exceeded the construction budget, so the County is moving forward by re-bidding the project and strategically shifting a portion of the work to **Force Account** to enhance cost efficiency and maintain project momentum.

The project scope remains unchanged. Brazoria County will deliver the project through a combination of Force Account work and a construction contractor, ensuring timely and cost-effective completion.

The details are outlined below:

PART I: Hastings Scope Revision

Brazoria respectfully requests to utilize force account to complete the following work:

- Clearing and Grubbing
- Tree removal
- Fence removal
- Fence replacement
- Relocate existing mailboxes
- Ditch excavation
- Existing driveway culvert removal and disposal
- Proposed RCP driveway culvert installation

The construction contractor will complete the following work:

- Excavation of roadway
- Construction of roadway
- Remove driveways
- Construction driveways
- Remove rock filter dams
- Install rock filter dams
- Construction of outfalls
- Remove concrete fence
- Install concrete fence

PART II: Hastings Budget Revision

Implementing Force Account work will align the contractor construction budget at **$2,396,000.00**, with **$350,000.00** allocated to Brazoria County Force Account activities.

Brazoria County greatly appreciates the efforts of the Texas General Land Office in providing assistance to our community. If you have any questions, please contact Daphne Lemelle at daphnel@brazoriacountytx.gov or our Grant Administrator, Cindy Metro 346-471-7869, or Cynthia.metro@grantworks.net.

Respectfully,

L.M. "Matt" Sebesta Jr.
County Judge
Brazoria County, Texas
979-864-1200
matts@brazoriacountytx.gov

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **7/14/2026**

Brazoria County FEMA Building and Development Permitting Fees

Pursuant to Texas Water Code, Section 16.324, the Court hereby adopts the Brazoria County FEMA Building and Development Permitting Fees as set forth on Exhibit “A”, attached hereto. Said fees become effective July 15, 2026.

Said fees have been set and itemized in the County’s budget.

Further, that a copy of this order be delivered to the Floodplain Administrator and the County Auditor.

EXHIBIT A

BRAZORIA COUNTY FEMA
BUILDING AND DEVELOPMENT
PERMIT FEES

Non-Commercial	Permit	Inspection (Flood Zone)
Residential	$100.00 or $0.05 per square foot of enclosed area, whichever is greater	$30.00
Mobile Home, Relocated Home, Barn, Garage, Storage, Green House,etc.	$75.00 or $0.05 per square foot of enclosed area, whichever is greater (not applicable for structures <200 sq. ft. not located in a flood zone)	$30.00
Appurtenant Structures	$50.00 (not applicable for structures <200 sq. ft. not located in a flood zone)	$30.00
Site Development (fill material, grading, driveways, concrete extensions, etc.)	$50.00	$30.00
Multi-Family Development (Non-RV Park/Non-Manufactured Home Park)	**Permit**	**Inspection (Flood Zone)**
Development	$150.00	$75.00
Residence	$50.00 per residence	Covered under either Development or Expansion Permit Inspection
Expansion	$50.00 per residence	$30.00 for entire expansion
Commercial Development	**Permit**	**Inspection (Flood Zone)**
Commercial Development	$500.00 per development + $275.00 per structure or $0.06 per square foot of enclosed space, whichever is greater	$100.00
Expansion	$275.00 per structure or $0.06 per square foot of enclosed space, whichever is greater	$100.00
Site Development (fill material, grading, paving, detention and any site development not considered minor)	$100.00 + $25.00 per acre	$100.00

Minor Site Development (small paving, accessory structures, driveways, etc.)	$100.00	$100.00
Recreational Vehicle Park	$10.00 per space	Covered under either Commercial Development or Expansion Permit Inspection
Manufactured Home Park	$20.00 per space	Covered under either Commercial Development or Expansion Permit Inspection
Governmental Development	**Permit**	**Inspection (Flood Zone)**
Development and Structure	$100.00	$25.00
Expansion	$50.00 per structure	$25.00 for entire expansion

*Permit fees are not refundable

*Returned checks will result in additional fees and cancellation of permits

*Permit fees double when construction begins before permits are obtained

Effective July 15, 2026

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **7/14/2026**

Point of Dispensing (POD) Trailer Replacement Agreement

Approve the Point of Dispensing (POD) Trailer Replacement Agreement between Brazoria County Health Department and the City of Lake Jackson to support joint public health preparedness and response activities under the Cities Readiness Initiative through the Texas Department of State Health Services.

The Court authorizes the Director of Public Health Services and the County Judge to sign this agreement.

POD TRAILER REPLACEMENT AGREEMENT

Between Brazoria County Health Department and the City of Lake Jackson

This **POD TRAILER REPLACEMENT AGREEMENT** (the "Agreement") is made and entered into by and between **Brazoria County, Texas**, acting by and through its **Health Department (hereinafter referred to as "BCHD")**, and the **City of Lake Jackson (hereinafter referred to as "the City")**, collectively referred to as "the Parties," and is effective as of the date of the final signature below.

SECTION ONE: PURPOSE AND BACKGROUND

This Agreement establishes the conditions under which BCHD will exchange legacy Point of Dispensing (POD) trailers previously issued to the City for newly acquired trailers. This process supports joint public health preparedness and response objectives under the Public Health Emergency Preparedness (PHEP) and Cities Readiness Initiative (CRI) programs. It replaces prior informal or formal arrangements relating to trailer ownership, deployment, and maintenance.

SECTION TWO: TERM OF AGREEMENT

This Agreement becomes effective upon full execution by both Parties and remains in effect:

- For as long as the City participates in the BCHD-led PHEP program, or
- Until the trailer and its associated property are returned to BCHD.

SECTION THREE: TRAILER EXCHANGE CONDITIONS

3.1 As a condition for receiving a new POD trailer, the City agrees to return the previously issued legacy trailer to BCHD. The exchange will be conducted on a **one-for-one basis**: one legacy trailer returned per one new trailer issued.

3.2 Upon transfer of the new trailer, BCHD will provide an itemized inventory using **DA Form 2062** (Hand Receipt/Annex Number). Copies of the completed inventory will be provided to both BCHD and the City on the date of exchange. The DA 2062 will list the trailer and any included non-expendable POD equipment.

SECTION FOUR: USE, STORAGE, AND LOCATION REPORTING

4.1 The trailer and any associated contents shall be used primarily to support public health emergency response, training, or preparedness operations, including:

- POD training exercises
- Real-world medical countermeasure (MCM) events
- Community preparedness or ICS mobilization

4.2 Use of the trailer for civic events, training, or other city-led operations is permitted so long as these activities do not interfere with the trailer's emergency response readiness.

4.3 The trailer must be stored in a secure location that reasonably protects it from weather, theft, or deterioration. The City agrees to notify BCHD in writing of the trailer's permanent storage location within five (5) business days of taking possession and shall update BCHD within five (5) business days if that location changes.

SECTION FIVE: MAINTENANCE AND REGISTRATION

5.1 BCHD will retain responsibility for maintaining the trailer's registration, including annual renewal and provision of updated registration tags.

5.2 The City will notify BCHD of any mechanical, structural, or equipment-related concerns affecting the trailer's usability. If the damage is minor, such as, by way of example and not limitation, a flat tire or a burnt out bulb, the City shall repair the POD-trailer. The Department is responsible for all other maintenance and upkeep unless the damage was caused by the City's negligence. The City will be responsible for repairs caused by the City's negligence.

5.3 BCHD will set aside a portion of yearly budget to cover any mechanical, structural, or equipment-related repairs and routine maintenance. These funds may be made available upon request of the City to cover repairs and routine maintenance and are subject to availability and BCHD Director approval.

SECTION SIX: INSPECTIONS AND ACCOUNTABILITY

6.1 BCHD will conduct at least one (1) inspection annually to verify operational readiness and conduct inventory validation using the most recent DA Form 2062.

6.2 All inspections shall be **scheduled in advance** and coordinated with the City. **No inspections shall be unannounced or without prior notice.**

6.3 BCHD shall provide a written request proposing a reasonable date and time for inspection. The City shall work in good faith to accommodate the request in a timely manner.

SECTION SEVEN: RESPONSIBILITY FOR LOSS OR DAMAGE

7.1 The City assumes responsibility for the safekeeping and appropriate use of the trailer and associated POD assets. If the trailer or equipment is lost, stolen, destroyed, or rendered inoperable due to preventable causes, the following conditions apply:

- BCHD is **not obligated** to replace the trailer or equipment;
- The City will **not be held financially liable** for the value of the lost equipment unless evidence of gross negligence or intentional misuse is determined;
- BCHD may, at its sole discretion, determine that the City is **no longer eligible** for POD equipment support under the PHEP program. In such cases, associated planning and response resources may be reallocated to other jurisdictions with demonstrated capability and compliance.

7.2 If, during inspection, BCHD finds that the trailer is not maintained in a condition suitable for emergency use, BCHD reserves the right to recover the trailer and redistribute it to a city capable of ensuring readiness and appropriate use.

7.3 BCHD will work collaboratively with the City to address deficiencies through guidance, training, and mutual coordination before considering trailer removal or program disqualification.

SECTION EIGHT: TITLE AND OWNERSHIP

8.1 All trailers and associated POD contents remain the **sole property of the Brazoria County Health Department** at all times.

8.2 The City does not obtain any ownership rights, lien interest, or transfer authority by virtue of this Agreement.

SECTION NINE: TERMINATION

9.1 BCHD may terminate this Agreement with written notice for any of the following:

- Failure to maintain the trailer in a ready and secure condition;
- Unapproved use of the trailer outside permitted functions;
- Repeated failure to respond to inspection or inventory coordination;
- Cessation of City participation in the PHEP program.

9.2 Upon termination, the City agrees to return the trailer and all inventoried equipment within seven (7) calendar days of written notice, unless otherwise agreed upon.

SECTION TEN: ENTIRE AGREEMENT

10.1 This Agreement represents the **entire understanding** between the Parties and supersedes all prior discussions, agreements, or memoranda regarding POD trailer issuance, exchange, or use.

10.2 Any modifications must be submitted in writing and signed by both Parties.

10.3 Each signatory represents that they are authorized to execute this Agreement on behalf of their respective entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

BRAZORIA COUNTY HEALTH DEPARTMENT

Signed By: _____

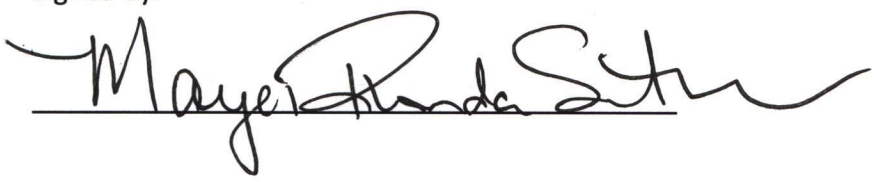
Printed Name: Cathy Sbrusch

Title: BCHD Director

Date: _____

CITY OF LAKE JACKSON MAYOR'S OFFICE

Signed By:



Printed Name: Rhonda Seth

Title: City Mayor

Date: _____

COUNTY OF BRAZORIA – STATE OF TEXAS

Signed By:

_____

Printed Name: _____

Title: County Judge (or judge-appointed representative)

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **7/14/2026**

Interlocal Cooperation Act Contract with UTMB for STD Clinic

Approve the attached Interlocal Cooperation Contract with UTMB to provide Health Care Services to the County of Brazoria STD Clinic.

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

Further, provide a copy of this Order to the Health Department.

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Contract") is entered into effective **October 1, 2026,** ("Effective Date"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: **Brazoria County,** a local government of the state of Texas.

Performing Party: **The University of Texas Medical Branch at Galveston, dba UTMB Health,** an institution of The University of Texas System, an agency of the state of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide medical services to Brazoria County STD Clinic on a limited basis (the "Clinic"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED BY EACH PARTY:

Performing Party will present Peter F. Edemekong, MD, MPH, FACPM ("Provider") or other qualified replacement provider to provide coverage in the Clinic on a weekly basis, attending Monday clinical sessions for up to four (4) hours, as mutually scheduled between the parties, for up to Forty Eight (48) weeks per year ("services"). Performing Party will provide Receiving Party the designated Provider under this Contract to the extent such Provider is employed by and/or affiliated with Performing Party, during those times and dates that Provider is not scheduled to provide services or required duties to Performing Party in any capacity. Further, in the event the designated Provider is no longer employed by and/or affiliated with Performing Party, Performing Party will make best efforts to provide a qualified replacement provider to Receiving Party; however, Performing Party makes no express or implied representation, or guarantee, that Provider, or a qualified replacement provider, will be employed by and/or affiliated with Performing Party during the entire Term of the Contract, or any renewal period(s). Should Performing Party not be able to present either Provider or qualified replacement provider, the parties agree that this Contract shall terminate upon notice of same to Receiving Party by Performing Party.

Receiving Party will provide any and all necessary space, staffing, supplies, equipment and other related items to properly maintain the Clinic for patient care.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted under Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted under Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT AND FEE SCHEDULE:

The total amount of this Contract shall not exceed Thirty Three and 00/100 Dollars ($33,000.00).

Receiving Party shall pay Performing Party Six Hundred Eighty Seven and 50/100 Dollars ($687.50) per 4 hour clinical session, with Receiving Party making payment to Performing Party within thirty (30) days' of receipt of an invoice for services.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **September 30, 2027**.

NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party:
Brazoria County Health Department
Director of Public Health Services
434 E. Mulberry
Angleton, TX 77515
Attention: Cathy Sbrusch
Fax: 979-864-3955
Email: cathys@brazoriacountytx.gov

with copy to:
Brazoria County District Attorney's Office
237 E. Locust, Suite 305
Angleton, TX 77515
Attention: Mary Shine
Fax: 979-864-1712
Email: maryc@brazoriacountytx.gov

If to Performing Party: UTMB
301 University Boulevard
Galveston, TX 77555-0128
Attention: EVP & Chief Financial Officer
Email: jdbailey@utmb.edu

with copy to: UTMB
301 University Boulevard
Galveston, TX 77555-0149
Attention: Chief Medical Officer, Community Based Clinics
Email: arstickl@utmb.edu

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty day period.

Either Party may terminate this Contract upon Thirty (30) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date.

HIPAA and Privacy Compliance. To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), as well as state laws, rules and regulations protecting patient privacy, that party agrees to keep private and to secure any information considered Protected Information in accordance with applicable federal or state law.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Brazoria County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Brazoria County Judge

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

Date: _____

PERFORMING PARTY:

The University of Texas Medical Branch at Galveston

By: _____
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and
Chief Financial Officer
301 University Boulevard
Galveston, Texas 77555-0128

Date: _____

Content Review: _____

By: _____
Angela Raimer, MD
Chief Medical Officer
Community Based Clinics

Date: _____

By: _____
Peter F. Edemekong, MD, MPH,
FACPM

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **7/14/2026**

Renew RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

Approval to renew "RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office" with the following vendor for the second (2nd) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on September 9, 2026.

- Direct Current Preventive Maintenance LLC of Alvin, Texas

The renewal term shall be September 10, 2026 to September 9, 2027.

Further, expenditures will be funded by the department's approved fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **7/14/2026**

Renew RFP #25-53 Inspections of Fire Alarms, Sprinkler Systems and Fire Extinguishers for the County

Approval to renew “RFP #25-53 Inspections of Fire Alarms, Sprinkler Systems and Fire Extinguishers for the County” with the following vendor for the second (2nd) year of a five (5) year contract per the terms, conditions and pricing of the current contract with is set to expire on September 02, 2026.

- 1St FP Houston, LLC of Spring, Texas

The renewal term shall be September 03, 2026 to September 02, 2027.

Further, expenditures will be funded by the departments approved fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **7/14/2026**

Change Order Authority

Per Texas Local Government Code 271.060(d), grant authority to Chad Davenport, Assistant Director of Parks, to approve change orders for “CSP #26-51 Quintana Beach Park - Septic, Electrical & Loop Road” that an involve an increase or decrease of $50,000 or less.

Texas Local Government Code 271.060(d) states: “A governing body may grant authority to an official or employee responsible for purchasing or for administering a contract to approve a change order that involves an increase or decrease of $50,000 or less.”

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **7/14/2026**

Amend Court Order 6.T.2 Dated November 10, 2020 Purchase of Jury Upgrade Software with Tyler Technologies

Approve an amendment to the original contract as passed by Commissioners Court Order 6.T.2 dated November 10, 2020 to Tyler Technologies. Amendment is to increase the number of summons / questionnaires to 75,000 documents per year.

The increase is required to keep up with the required documentation due to the addition of a new District Court.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Brazoria County, Texas with offices at 237 E Locust St, Angleton, Texas 77515 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 15, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, the estimated annual summons/questionnaire production included with Enterprise Jury Summons under the Agreement is hereby increased to 75,000 documents per year. The cost per summons for the current annual term shall remain the same. The cost per summons for subsequent annual terms shall be at Tyler's then-current rates.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Brazoria County, TX
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

November 10, 2020

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 6.T.2
RE: Approve Purchase of Jury Upgrade Software

Using CARES Act funding, approve the attached proposal for Jury Upgrade software through Tyler Technologies, Inc., for a project cost of $280,778.00 for a three (3) year contract. In addition, approve an exemption from the requirement of a competitive procurement per Texas Local Government Code 262.023(7)(A).

Pending the review of the attached Software as a Service Agreement by the District Attorney's Office, that the Judge be authorized to sign this and any documents required to make the purchase.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler and Client.

WHEREAS, Client and Tyler are parties to a license and services agreement under with Tyler licensed to Client certain Incode Jury software ("License Agreement"); and

WHEREAS, Client desires to migrate to Tyler's new Jury software identified in the Investment Summary of this Agreement; and

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Brazoria County, TX.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedules 1 and 2 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-18 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

7.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

7.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

7.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

7.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

7.8 We provide secure data transmission paths from each of your workstations to our servers.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   9.2 provide telephone support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we

complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

      a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through

the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of

the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Upon your written request, within a commercially reasonable timeframe after the Effective Date, we will provide you with a certificate of insurance identifying you as a certificate holder. You may also request to be added as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. That additional insured status will be reflected on the certificate of insurance we provide you at your request after the Effective Date. We agree that our insurance will be primary on claims for which we are responsible. Copies of our insurance policies are only available in the event of a disputed or litigated claim.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by

executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, we will proceed to non-binding mediation before a single mediator jointly selected by us. Nothing in this section shall prevent you or us from seeking necessary injunctive relief from a federal or state court of competent jurisdiction in your domicile during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party.
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Without limiting the terms of the Dispute Resolution Provision set forth in Section I(3), we agree that the state and federal courts in or serving your location shall have jurisdiction, as appropriate, over a dispute under this Agreement.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Federal Clauses

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: 12/15/2020

Address for Notices:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Chief Legal Officer

Brazoria County, TX

By: L.M. Sebesta, Jr.

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

Title: County Judge

Date: 12/15/2020

Address for Notices:

Brazoria County
451 N. Velasco, Suite 100
Angleton, TX 77515
Attn: Purchasing Director



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees			
First Three Year SaaS Amount			
$111,843			
SaaS Software			
Software		**Year 1-3**	**Year 4-5**
Tyler Jury Manager Software includes: Tyler Jury Manager Tyler Jury Response Tyler Jury Voice Tyler Jury Capture Hosting			
	Total SaaS Fee	**$111,843**	**$46,601**
Implementation Services			
Professional Services			
	Hours	**Cost**	
Project Services	146.00	$27,010	
Technical Services	127.00	$22,475	
Implementation Services	74.00	$12,950	
Discount 7.5%		-$4,683	
	Total Implementation Services	**$57,752**	
Transaction-based Services			
		Year 1-3	**Year 4-5**
Summons Direct (est. 50,000 summonses @ $0.55 per summons)		$82,500	$27,500
Jury Summons (50,000 / year)		$15,000	$5,000
Annual Source List Update		$9,000	$3,000
	Total Subscription Based Services	**$106,500**	**$35,500**
Estimated Travel Expenses (2 trips @ $2,200/trip)		$4,400	



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement; provided, however that Tyler shall invoice Client for SaaS Fees for the first 3 years upon the Effective Date. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training) are billed and invoiced upon the Effective Date, at the rates set forth in the Investment Summary.
   2.2 The transaction-based services set forth on the Investment Summary shall have a term that commences upon the earlier of the commencement of the transaction-based services, or six months from the Effective Date, and continues for a period of three years ("Initial Transaction Term"). Tyler shall invoice Client for such services for the Initial Term upon the Effective Date. Following the Initial Transaction Term, the term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement; provided, however, that our then-current rates for years 4 and 5 are listed in the Investment Summary.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Incode Jury software. Client will receive a credit for the maintenance and support fees prepaid for the Incode Jury software licensed under the License Agreement for the time period commencing on the first day of the SaaS Term. Thereafter, no additional maintenance and support fees will be owed for the Incode Jury software pursuant to the license Agreement.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to

claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C – Schedule 1
Support Call Process – Tyler Jury Manager

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

Additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website (http://www.courthouse-technologies.com/Home.asp) for accessing client tools, documentation, and other information including support contact information.
(2) Community Resources – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones. Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Issue Handling

Incident Tracking

Every support incident is logged into our management system and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least monthly. For non-hosted customers, Tyler's

Priority Level	Characteristics of Support Incident	Resolution Targets
		responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Remote Support Tool

Some support calls may require further analysis of the client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.

Exhibit E
Statement of Work

Tyler Technologies will implement Tyler Jury Manager in Brazoria County, TX under the following terms.

Project Terms

Tyler will…

1. Provide a subscription to use the following Products:
    - Tyler Jury Manager; web-based jury management system;
    - Tyler Jury Response; interactive web response system;
    - Tyler Jury Voice; interactive voice response system;
    - Tyler Jury Capture; image data capture system;
2. Provide the following Recurring Services:
    - Tyler Jury Hosting; hosting services for ALL products and services listed in this SOW;
    - Tyler Jury Message; text-messaging service (max 50,000/year);
    - Annual Source Update whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
    - Tyler SummonsDirect, data cleansing and summons production/mailing service.
        - The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of 50,000 documents per year, the "Annual Estimate".
        - If the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. The Actual will then become the new Annual Estimate for the next annual term.
        - In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.
        - If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,

- The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.

3. Provide the following Required Third-Party Products Required for Installation and Use of Tyler Jury Manager:
   - SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Tyler Jury Manager;
   - Microsoft .Net Framework 4.X for use in connection with Tyler Jury Manager;
4. Provide the following Professional Services:
   - Provide project management services to coordinate all aspects of the project;
   - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
   - After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
   - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.
   - 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are $200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;
   - Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are $200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
   - Pipeline source list data from the Customer's current jury management system to the Tyler Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
   - Provide an expert Tyler Jury Manager installation resource for installation of Tyler Jury Manager in a training and a production environment;

- Provide a 2-hour, online System Administrator training session;
- Provide a 2-day User training session to the Customer's staff at Customer's premises;
- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
- Provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system;
- Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training;

5. Provide the following Hosting Services:
    - Provide all server operating system and database licenses required for use of Tyler Jury Manager;
    - maintain a test and production environment of Tyler Jury Manager;
    - will configure the DNS for use of hosted Tyler Jury Manager;
    - install, configure, maintain, and support upgrade functions with Tyler Jury Manager;
    - install, configure, maintain, and support the database used by Tyler Jury Manager;
    - install 2 environments (Test/Training and Production) of Tyler Jury Manager;
    - perform automated Server Patching via Microsoft Automatic Update;
    - provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
    - guarantee the data will remain in the United States during transit and rest;
    - provide daily backups of the Tyler Jury Manager environment

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Tyler Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as "first-line" support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer's IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer's premises;

- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
    - Google Maps API key; and,
- Provide required USPS postal permit for use of SummonsDirect.
    - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
    - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
    - You will need to deposit and maintain funds on account with the USPS to cover postage.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;
- Continue to provide local workstation connectivity and environment;
- Cooperate with Tyler to establish printer connectivity to the cloud environment;
- The jury management system will rely on access to the Customer's SMTP server for the purpose of sending outbound email. The Customer agrees to provide such access and to supply information about its SMTP server to Tyler including, but not limited to: SMTP host name or IP address, assigned username and password, port number, any required firewall exception(s) to facilitate access.
- Provide and purchase any SSL certificates required for encryption in motion (if desired).

EXHIBIT F

Federal Clauses

I. Access to Records and Record Retention

In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.333, Contractor shall provide to County all records pertinent to the Contract. County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

II. Debarment and Suspension(1) This contract is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

III. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval."

IV. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

V. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

VI: Clean Air Act and Federal Water and Pollution Control Act (Applies to contracts in excess of $150,000)

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the Federal Grantor Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Grantor Agency.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees Brazoria County will, in turn, report each violation as required to assure notification to the Federal Grantor Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Federal Grantor Agency

VII: Byrd Anti-Lobbying (Applies to contracts in excess of $100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The Contractor, Tyler Technologies, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

VIII: Performance Date

The "Performance Date" under this Agreement shall mean the date on which Contractor must make the Tyler Software available to Brazoria County in a test SaaS environment and provide Brazoria County with all invoices under this Agreement pertaining to the SaaS Fees and Transaction-Based Services for the first three years during which this Agreement is in effect (collectively, "Performance Date Services"). The Performance Date shall be as soon as practicable, but no later than December 30, 2020. If Contractor fails to perform the Performance Date Services under this Agreement by the Performance Date, Contractor shall provide Brazoria County written notice of its failure to perform said services by the Performance Date; such notice shall specify the reason(s) for failing to deliver by the Performance Date. If Contractor establishes to Brazoria County's satisfaction that Contractor failed to perform said services by the Performance Date due to circumstances beyond Contractor's control, Contractor shall perform the Performance Date Services under this Agreement as soon as practicable using expedited methods. If Contractor fails to establish to Brazoria County's satisfaction that Contractor's failure to perform all by the Performance Date is due to circumstances beyond Contractor's control, Brazoria County may, in Brazoria County's sole discretion, terminate the Agreement immediately by providing written notice to

Contractor.

All requirements contained herein are acknowledged and accepted by Contractor:

Sherry Clark
Signature of Contractor's Authorized Official

Sherry Clark, Sr. Corporate Attorney for Tyler Technologies, Inc.
Name and Title of Contractor's Authorized Official

12/15/2020
Date

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Brazoria County, Texas with offices at 237 E Locust St, Angleton, Texas 77515 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 15, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, the estimated annual summons/questionnaire production included with Enterprise Jury Summons under the Agreement is hereby increased to 75,000 documents per year. The cost per summons for the current annual term shall remain the same. The cost per summons for subsequent annual terms shall be at Tyler's then-current rates.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Rachel Mehlsak

Name: Rachel Mehlsak

Title: Senior Corporate Attorney

Date: 7/16/26

Brazoria County, TX

By:

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

Title: Brazoria County Judge

Date: July 17, 2026

Brazoria County TX Jury Summons Amend 060426

Final Audit Report 2026-07-17

Created:	2026-07-16
By:	Michelle Weed (michelle.weed@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ5JuJmpC61-V2yOodeDJW4FLes6SMRIN

"Brazoria County TX Jury Summons Amend 060426" History

Document created by Michelle Weed (michelle.weed@tylertech.com)
2026-07-16 - 10:25:26 PM GMT- IP address: 163.116.253.61

Document emailed to Rachel Mehlsak (rachel.mehlsak@tylertech.com) for signature
2026-07-16 - 10:25:53 PM GMT

Email viewed by Rachel Mehlsak (rachel.mehlsak@tylertech.com)
2026-07-17 - 12:49:31 PM GMT- IP address: 216.79.90.97

Document e-signed by Rachel Mehlsak (rachel.mehlsak@tylertech.com)
Signature Date: 2026-07-17 - 12:50:00 PM GMT - Time Source: server- IP address: 216.79.90.97 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.
2026-07-17 - 12:50:00 PM GMT

tyler technologies | Powered by Adobe Acrobat Sign

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **7/14/2026**

Renew RFP #06-41 Agreement with TDECU for ATM Service

Approval to renew “RFP #06-41 Agreement with Texas Dow Employee Credit Union (TDECU) for ATM Service” for an additional twelve (12) month period per the terms and conditions of the current amended lease agreement which is set to expire on August 12, 2026.

The renewal term will be August 13, 2026 to August 12, 2027.

AMENDMENT TO

ATM AGREEMENT

This Amendment to ATM Agreement is dated and effective this___day of February 2021, by and between Brazoria County ("LANDORD") and Texas Dow Employees Credit Union ("TENANT").

RECITALS:

WHEREAS, the parties entered into an ATM Agreement dated August 13, 2013 (the "ATM Agreement") wherein TENANT agreed to lease ATM's to LANDLORD at the following locations and facilities:

• Brazoria County Sheriff's Office	8602 CR 45	Angleton, Texas
• Brazoria County West Annex	451 N. Velasco	Angleton, Texas
• Brazoria County Courthouse	111 E. Locust	Angleton, Texas
• Brazoria County East Annex	1524 E. Mulberry St.	Angleton, Texas
• Brazoria County JP1-1 & Tax Office	309 Plantation	Lake Jackson, Texas

WHEREAS, LANDLORD and TENANT have agreed to amend the ATM Agreement as hereinafter described; and

WHEREAS, all capitalized terms used but not defined in this Amendment shall have the meanings given to them in the ATM Agreement.

NOW, THEREFORE, for good and valuable consideration and on the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the ATM Agreement as follows: TENANT agrees to lease ATM's to LANLORD at the following locations and facilities:

• Brazoria County Courthouse	111 E. Locust	Angleton, Texas
• Brazoria County JP1-1 & Tax Office	~~309 Plantation~~ 202 Peach Street	Lake Jackson, Texas

Except as specifically modified herein, all terms, conditions and provisions of the ATM Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement though the execution of this Amendment to ATM Agreement by their duly authorized signatures.

Brazoria County

By:_____

L. M. "Matt" Sebesta Jr.
(Printed Name)

Brazoria County Judge
(Title)

Texas Dow Employees Credit Union

By:_____

Josh Brian
(Printed Name)

VP - Strategic Partnerships
(Title)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **7/14/2026**

Renew C #24-39 Fleet Mowing Services

Renew with a 4.19% increase for “C #24-39 Fleet Mowing Services” with Yellowstone Landscape of Houston, Texas, utilizing the Choice Partners cooperative contract number 24/048MR-09 for another twelve (12) month period as per the attached.

The current term is set to expire on July 28, 2026. The renewal term shall be July 29, 2026 to July 28, 2027.

C #24-39 Renewal Summary

Renew “C #24-39 Fleet Mowing Services” with Yellowstone Landscape of Houston, Texas with a 4.18% increase due to increases in fuel rates. Per the Consumer Price Index (CPI) for gasoline there was a 45.48% increase as well as the Producer Price Index (PPI) which showed a .67% increase for machinery for grounds care. The requested 4.18% increase falls below the index increase.

The current rate of $335.00 price per mile will increase to $349.00 price per mile.

24-49 FLEET MOWING SERVICES	BIDDERS NAME	Yellowstone Landscape		
	ADDRESS	10892 Shadow Wood		
CHOICE PARTNERS COOPERATIVE CONTRACT #24/048MR-09		Houston Tx, 77043		
DESCRIPTION	**ITEM ID**	**PRICE PER MILE**	**Renewal Price**	**% Increase**
SOUTH SERVICE CENTER	**7877**			
COST TO PROVIDE FLEET MOWING SERVICES FOR THE SOUTH SERVICE CENTER		$335.00	$349.00	4.18%
CENTRAL SERVICE CENTER	**7879**			
COST TO PROVIDE FLEET MOWING SERVICES FOR THE CENTRAL SERVICE CENTER		$335.00	$349.00	4.18%
NORTH SERVICE CENTER	**7880**			
COST TO PROVIDE FLEET MOWING SERVICES FOR THE NORTH SERVICE CENTER		$335.00	$349.00	4.18%
MOWING OF MEDIAN FOR COUNTY ROAD 59	**9723**	$379.00	$394.84	4.18%
MOWING OF MEDIAN FOR COUNTY ROAD 101	**9724**	$379.00	$394.84	4.18%
WEST SERVICE CENTER	**7878**			
COST TO PROVIDE FLEET MOWING SERVICES FOR THE WEST SERVICE CENTER		$335.00	$349.00	4.18%

Consumer Price Index Average Price Data
Original Data Value

Series Id: APUS37B74714
Series Title: Gasoline, unleaded regular, per gallon/3.785 liters in Houston-The Woodlands-Sugar Land, TX
Area: Houston-The Woodlands-Sugar Land, TX
Item: Gasoline, unleaded regular, per gallon/3.785 liters
Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	1.629	1.493	1.652	1.833	1.971	2.070	2.001	1.908	1.931	1.964	1.924	1.951
2017	2.091	2.023	2.023	2.194	2.167	2.085	1.996	2.082	2.413	2.236	2.172	2.116
2018	2.187	2.262	2.226	2.427	2.583	2.645	2.583	2.532	2.502	2.538	2.324	1.989
2019	1.873	1.898	2.205	2.494	2.538	2.370	2.429	2.344	2.178	2.194	2.166	2.103
2020	2.189	2.032	1.997	1.593	1.503	1.679	1.787	1.727	1.747	1.707	1.655	1.714
2021	1.899	2.044	2.402	2.495	2.525	2.674	2.757	2.771	2.745	2.882	2.991	2.872
2022	2.865	3.103	3.838	3.780	4.117	4.555	4.087	3.476	3.082	3.137	3.022	2.668
2023	2.895	2.951	2.979	3.211	3.048	3.096	3.183	3.386	3.302	3.067	2.788	2.605
2024	2.635	2.816	2.984	3.175	3.132	2.988	3.063	2.973	2.740	2.678	2.575	2.543
2025	2.609	2.646	2.653	2.725	2.678	2.700	2.711	2.679	2.674	2.594	2.532	2.425
2026	2.346	2.411	3.221	3.715	3.896							

PPI Commodity Data
Original Data Value

Series Id: WPU111401
Not Seasonally Adjusted
Series Title: PPI Commodity data for Machinery and equipment-
Group: Machinery and equipment
Item: Commercial turf and grounds care equipment, including
Base Date: 200212
Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	128.4	128.4	128.4	128.4	128.5	128.8	128.7	128.6	128.2	128.5	128.3	128.5
2017	128.4	128.6	128.9	129.0	128.9	128.7	128.8	128.9	128.9	128.5	128.0	128.0
2018	128.3	128.3	129.0	129.0	129.3	129.8	129.7	129.8	131.0	131.6	131.5	131.7
2019	131.6	131.5	131.6	132.3	132.4	132.4	132.4	132.4	132.4	134.0	134.9	134.9
2020	134.0	134.5	134.7	135.3	135.3	135.3	135.3	135.3	135.3	136.4	136.5	136.6
2021	136.1	136.6	136.8	137.1	139.1	140.9	140.891	142.853	143.593	146.622	145.544	145.821
2022	144.681	147.595	149.255	155.613	155.534	155.789	155.789	159.367	159.367	160.137	160.859	160.859
2023	159.654	160.118	160.353	161.291	161.341	161.398	161.398	161.490	162.754	162.754	162.648	163.227
2024	161.988	162.060	162.302	163.267	163.296	163.296	163.296	163.398	164.165	164.165	166.079	166.170
2025	165.014	165.047	165.282	168.174	168.235	168.626	168.890	170.948	172.497	173.318	173.768	173.769
2026	172.559	172.601	172.886	174.027	174.412							

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **7/14/2026**

Authorize Contract Labor for District Courts

At the request of Brazoria County District Judges, the Court authorizes the engagement of two attorneys for contract work for the purpose of reviewing judgements at the District Court level.

Funding is available in the County's General Fund to support this endeavor through the end of Fiscal Year 2026.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **7/14/2026**

Engineering Services for the Austin Bayou De-snagging Project

Item pulled from Agenda

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 GC Engineering, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to improve drainage by removing debris along the portion of Austin Bayou from FM2004 to SH-35 as part of the Austin Bayou Desnagging Project, hereinafter called the "Project"

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	GC Engineering, Inc.
451 N. Velasco, Suite 230	2505 Park Avenue,
Angleton, Texas 77515	Pearland, Texas 77581
ATTN: Matthew Hanks, JD, PE	ATTN: Chandi Rodrigo, PE
Email: matth@brazoria-county.com	Email: crodrigo@gc-engineering.com
Phone: 979-864-1265	Phone: 346-773-4406

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 22
Execution

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

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

GC Engineering, Inc.

a Texas company

By: C Rodrigo

Name: **Chandi Rodrigo, PE**

Title: **President**

Date: 6/30/2026

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

INSERT PROPOSAL AND SCHEDULE

SCOPE OF SERVICES
CDBG-MIT Austin Bayou De-Snagging,
Brazoria County Precinct 1 and 2,
Brazoria County, Texas

Introduction:

Brazoria County, Texas (County) requested that GC Engineering, Inc. (GCE) provide professional engineering services for the design and construction services for Austin Bayou De-Snagging CDBG-MIT Project, located in Brazoria County, Texas. Project area is located within three (3) Brazoria County Drainage Districts as follows:

1. Brazoria County Drainage District No. 5 (Iowa Colony) (BCDD5) (approx. 2.3 miles of Austin Bayou),
2. Angleton Drainage District No. 1 (ADD1) (approx. 4.6 miles of Austin Bayou), and
3. Brazoria County Drainage District No. 8 (Danbury) (BCDD8) (approx. 9 miles of Austin Bayou).

Project location is shown in **Figure 1** and **Figure 2.**

Project Description:

The channels and overbanks of Austin Bayou generally consist of heavy growth with shrubs and trees. During storm and extreme weather conditions, this vegetative growth cause immense amounts of debris fall into the Bayou resulting in impeded flows and blocking the natural flow within the Bayou. The vegetative growth and debris have also resulted in rise of water surface elevations and increased water retention during rain events causing flooding within the watershed.

The intent of the proposed project is to improve drainage by removing these obstructions by "de-snagging" of Austin Bayou, for an approximately length of 83,740 linear feet (~15.9 miles). County intends to remove the debris from above the normal high-water line in the Bayou. The project will also include cutting trees within the stream banks, leaving the root bulb alone, hauling the cut trees, and mulching on Bayou banks.

The goal of the project is to prepare plans, specifications, and the contract documents to remove undesired growth and debris within the stream banks and to monitor de-snagging operations to reasonably restore/improve the flow of Bayou in order to reduce flooding and impacts to neighboring communities.

Proposed Work:

GCE attended a meeting with the County and three Drainage Districts on April 16, 2026 to discuss the proposed project scope. The specific project features relating to proposed future improvements were discussed during this meeting.

Discussions included the following:

- The majority of the project area can be accessed through barge along Austin Bayou from Bastrop to Flores Bayou. There are few roadways/ramps for barge access.
- The rest of the area needs to be accessed on ground.
- Ground access will also be required for hauling and disposal of debris.
- The tree branches and other debris that can be mulched can be spread over outside of the stream banks.
- Coordination with landowners will be required for access and for leaving some trees of significance.

The project design shall be performed in compliance with County requirements.

BASIC SERVICES

The project consists of "de-snagging" of Austin Bayou within the project limits (**Figure 1**). Proposed improvements are summarized below:

a) Cutting trees at the bottom and leaving the root bulb as it is.
b) Removing, hauling the cut trees, and off-site disposal, and
c) Mulching tree branches and shrubs and spreading outside of the stream banks.

Following are the anticipated basic phase services for the proposed project:

A. Phase 1 – Preliminary Design

Preliminary Design Phase tasks are as follows:

1. Coordination and Data Collection

GCE shall obtain available information for the project area including:

- Available mapping for the project area including property boundaries,
- Product pipeline information as revealed from Railroad Commission of Texas (RRC) website, and
- Available latest aerial mapping.

GCE shall conduct a site reconnaissance to inventory the existing conditions including the following:

- Assessment of the nature and extent of plant growth and the extent of debris accumulation,
- Ground access for de-snagging equipment and hauling trucks.
- Potential constraints such as low clearance bridge crossings, need for tree clearing to access the project area, fences, and other potential obstructions.

2. Utility Coordination

GCE shall identify pipeline crossings along Austin Bayou based on the RRC website. GCE's work shall include the following:

- Show existing pipelines on the Project Layout (aerial base) based on the RRC website information.
- Provide the Project Layout to pipeline companies. It is assumed that no pipeline relocation/removal is required for the proposed work.

3. Conceptual and Final Project Layout

Conceptual Layout

GCE shall prepare Conceptual Project Layout on aerial base. The conceptual plan shall include:

a) The area to be de-snagged.
b) Existing roadways, boat ramps, and other potential access points within the project area.
c) Potential access points for barges and clearing and hauling equipment.
d) Typical details and limits of de-snagging.
e) Known pipeline utilities as revealed from the RRC website.

In addition, GCE shall propose a methodology for estimating the proposed de-snagging quantities and provide estimated quantities at the conceptual level. GCE shall submit the Conceptual Layout to be reviewed and approved by the County prior to GCE proceeding with the Final Layout.

Final Layout

GCE shall adjust the Conceptual Layout to incorporate County review feedback and prepare Final Layout.

B. Phase II—Final Design

Upon approval of the Final Project Layout by County, GCE shall proceed to the Design Phase services. Work shall include the following:

1. PS&E Preparation/Deliverables

GCE shall prepare final plans, details, specifications, and cost estimate in accordance with the County's requirements. This shall include:

a) Prepare and Submit 60% Plans

Work shall include the following:

1) 60% design plans,
2) Table of Contents and List of Specifications, and
3) 60% Engineers Opinion of Construction Cost.

GCE shall submit drawings in electronic format for the County's review and comments. GCE shall attend 60% submittal discussion meeting with the County. GCE shall also prepare meeting minutes capturing discussion/agreements from 60% submittal meeting.

b) Prepare and Submit Final (100%) Plans

GCE shall address the County's 60% Plan comments and prepare and submit 100% plans. 100% Submittal shall consist of the following:

1) Responses to 60% Submittal Comments (PDF),
2) Table of Contents and List of Specifications.
3) Final Engineers Opinion of Probable Construction Cost.
4) Final plans for the County's signature.
5) Prepare bid sets for distribution via the County's e-bid system.

Final plans, details, specifications and cost estimate in accordance with the County requirements.

2. Project Management

GCE shall attend monthly progress meetings with the County during the design phase. GCE shall also coordinate with the grant administrator, environmental consultants, the stakeholders including Drainage Districts, and Pipeline Companies (if required), and attend meetings as required.

3. Bid Phase Services

Work shall include the following:

a) Provide Notice to Bidders (NTB) and list of bid items to the County in an electronic form appropriate for the e-bid system format. County is responsible for advertising.
b) Assist County in conducting pre-bid meeting and attend Bid Opening
c) Respond in writing to questions from bidders and prepare addenda, and coordinate with the County as necessary.
d) Prepare Engineer's Recommendation of Award Letter that includes the following required content:
    i. Check for math errors and reconcile any mathematical discrepancies.

ii. Review for unbalanced bid items.
iii. Certified Bid Tabulation including Engineer's estimate.
iv. Review of contractor's financial standing and references provided.
v. Explanation of discrepancies between the Engineer's estimate and bids.
vi. Recommendation to award.

e) Assist the County in preparing the contract documents for the selected contractor.

C. Phase III - Construction Phase Services

GCE work shall include the following:

1. Construction Administration

a) Attend pre-construction meeting to provide information & answer questions.
b) Attend monthly progress meetings.
c) Review & comment on Construction's submittals, RFIs, RFPs, and change orders.
d) Review monthly pay applications.
e) Coordinate and review progress of work for Substantial Completion with production of a punch list.
f) Issue letter to the County recommending acceptance & release of final payment.
g) Provide As-Built plans.
h) Assist the County in Contract close-out.

2. De-snagging Monitoring, Construction Documentation and Reporting

GCE shall provide personnel for monitoring the de-snagging operation and document the work performed and the monitoring to ensure that the work performed is consistent with the project. During construction, if there are any deviations from the project plans, GCE shall notify the County immediately. GCE shall also prepare post construction Plans, Drawings & Specifications and submit them to the County which will clearly indicate those deviations.

GCE shall provide the County the oversight to ensure compliance with aspects of the applicable grant requirements. GCE shall prepare daily inspection reports. A 5-Day Report (one week) shall be prepared each week and submitted to the County; deviations to scope of work, costs, or schedule shall be noted in the 5-Day Report. A Final Report shall be prepared at the conclusion of the project and submitted to the County within the time period prescribed by the contract. GCE shall attend periodic meetings as requested by the County.

D. Optional Additional Services

GCE will provide additional services on an as-needed basis upon authorization by the County. These services may include:

1. Right-of-Entry (ROE)

GCE shall assist the County on getting ROE to access debris removal areas through private properties.

Project Cost

GCE shall provide the work entailed in this proposed scope of services at an estimated Lump Sum cost of **$360,000.00**. The summary of costs is provided in **Table 1**.

Direct labor: Direct labor will be charged at the following rates:

DIRECT LABOR SCHEDULE	
CLASSIFICATION	**BILLING RATE**
Principal	$300.00
Project Manager	$275.00
Project Engineer	$220.00
Senior Engineer	$180.00
Civil Engineer	$120.00
CADD Manager	$160.00
CAD/GIS Technician	$140.00
De-snagging Monitor	$80.00
Senior Resident Engineer	$140.00
Construction Inspector/monitor	$80.00
Clerical	$55.00

The individual salaries will be adjusted annually.

Direct Expenses: Direct Expenses will be charged at cost.

Project Schedule

A project schedule including the milestones shall be determined based on the discussions with the County.

Assumptions

The proposal presented is based on the following assumptions:

1. The project shall not require environmental studies or permitting.
2. The project shall not require surveying services or geotechnical studies.
3. The project does not require acquisition of additional ROW, proposed work shall be performed within the existing ROW.
4. County will pay for permitting and review fees related to the project, directly to reviewing agencies, if any.
5. For the purpose of estimating the effort for construction monitoring in the proposal, it is assumed that 1,100 hours of monitoring of de-snagging work shall be adequate for the project.

Professional Engineering Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County Precinct 1 and 2
Brazoria County, Texas
Project Budget

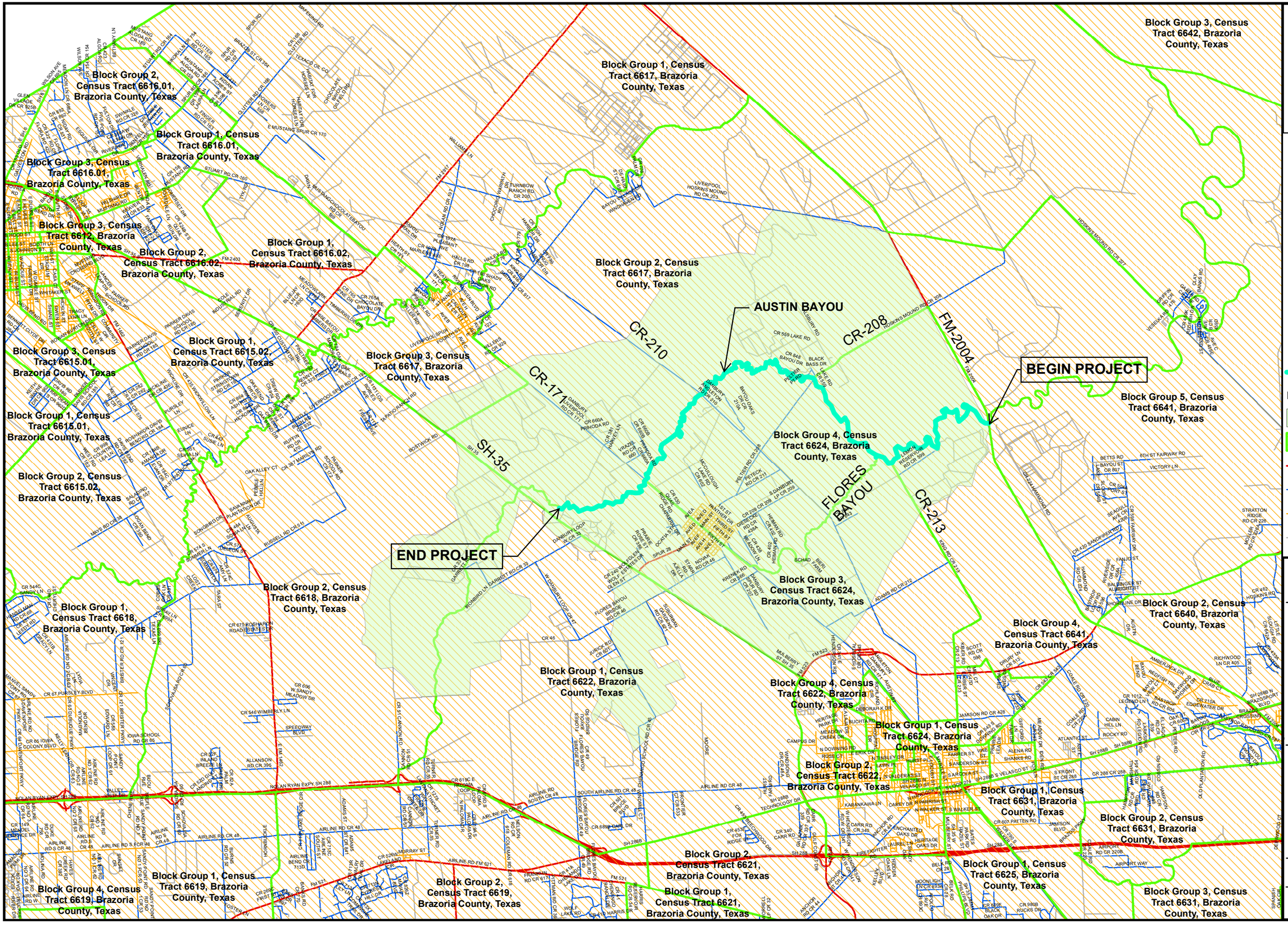
	Task Description	Principal	Project Manager	Civil Engineer	CAD/GIS Technician	Desnagging Monitor	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$120**	**$140**	**$80**	**$55**					
A.	**BASIC SERVICES** **PHASE 1 – PRELIMINARY DESIGN**											
	1. Coordination and Data Collection											
	Field Reconnaissance	2	16	16				34	$6,920.00			$6,920.00
	Data Collection	1	6	20			16	43	$5,230.00			$5,230.00
	Coordination and Data Collection Subtotal	**3**	**22**	**36**	**0**	**0**	**16**	**77**	**$12,150.00**	**$0.00**	**$0.00**	**$12,150.00**
	2. Utility Coordination											
	Coordination with Pipeline Companies and Prepare Project Layout	2	8	24	36			70	$10,720.00			$10,720.00
	Attend Utility Coordination Meeting	3	4					7	$2,000.00			$2,000.00
	Utility Coordination Subtotal	**5**	**12**	**24**	**36**	**0**	**0**	**77**	**$12,720.00**	**$0.00**	**$0.00**	**$12,720.00**
	3. Conceptual and Final Project Layout											
	Prepare Conceptual Project Layout	3	24	60	72		8	167	$25,220.00			$25,220.00
	Incorporate Conceptual Layout Comments/ prepare Final Project Layout	2	12	30	48			92	$14,220.00			$14,220.00
	Conceptual and Final Project Layout Subtotal	**5**	**36**	**90**	**120**	**0**	**8**	**259**	**$39,440.00**	**$0.00**	**$0.00**	**$39,440.00**
	Total for Phase 1 - Preliminary Design	**13**	**70**	**150**	**156**	**0**	**24**	**413**	**$64,310.00**	**$0.00**	**$0.00**	**$64,310.00**

Professional Engineering Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County Precinct 1 and 2
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Civil Engineer	CAD/GIS Technician	Desnagging Monitor	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$120**	**$140**	**$80**	**$55**					
B.	**PHASE II - FINAL DESIGN**											
	1. PS&E Preparation/Deliverables											
	60% PS&E Preparation	8	64	200	260		8	540	$80,840.00			$80,840.00
	Final PS&E Preparation	4	36	80	100		4	224	$34,920.00			$34,920.00
	Prepare Engineers Construction Cost Estimate (60% and Final)	2	16	48	40			106	$16,360.00			$16,360.00
	PS&E Preparation/Deliverable Subtotal	**14**	**116**	**328**	**400**	**0**	**12**	**870**	**$132,120.00**	**$0.00**	**$0.00**	**$132,120.00**
	2. Project Management											
	Attend Progress Meetings	2	16	24	20		4	66	$10,900.00			$10,900.00
	Project Coordination	4	8	32				44	$7,240.00			$7,240.00
	Project Management Subtotal	**6**	**24**	**56**	**20**	**0**	**4**	**110**	**$18,140.00**	**$0.00**	**$0.00**	**$18,140.00**
	3. Bid Phase Services											
	Provide Bid Phase Services	2	8	36	24		4	74	$10,700.00			$10,700.00
	Bid Phase Subtotal	**2**	**8**	**36**	**24**	**0**	**4**	**74**	**$10,700.00**	**$0.00**	**$0.00**	**$10,700.00**
	Total for Phase II—Final Design	**22**	**148**	**420**	**444**	**0**	**20**	**1,054**	**$160,960.00**	**$0.00**	**$0.00**	**$160,960.00**
C.	**PHASE III - CONSTRUCTION PHASE SERVICES**											
	1. Construction Administration											
	Attend Precon Meeting (incl. Prepare Minutes)	2	4	0	0	0	2	8	$1,810.00			$1,810.00
	Attend Construction Progress Meetings	2	8	16	0	0	0	26	$4,720.00			$4,720.00
	Routine Construction Site Visits	1	12	30	0	0	0	43	$7,200.00			$7,200.00
	Review and Respond to Submittals	1	8	12	12	0	4	37	$5,840.00			$5,840.00

Professional Engineering Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County Precinct 1 and 2
Brazoria County, Texas
Project Budget

Task Description	Principal	Project Manager	Civil Engineer	CAD/GIS Technician	Desnagging Monitor	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
Rate	**$300**	**$275**	**$120**	**$140**	**$80**	**$55**					
Review and Respond to RFIs	1	4	10	0	0	0	15	$2,600.00			$2,600.00
Substantial Completion Walk-Thru	2	4	4	0	0	2	12	$2,290.00			$2,290.00
Final Construction Walk-Thru	2	4	0	0	0	2	8	$1,810.00			$1,810.00
As-Built Drawings	1	2	24	36		0	63	$8,770.00			$8,770.00
Construction Administration Subtotal	**12**	**46**	**96**	**48**	**0**	**10**	**212**	**$35,040.00**	**$0.00**	**$0.00**	**$35,040.00**
2. Desnagging Monitoring, Construction Documentation and Reporting											
Desnagging Monitoring/Construction Documentation and Reporting	4	6	12	16	1,100		1138	$94,530.00	$5,160.00		$99,690.00
Construction Inspection Subtotal	**4**	**6**	**12**	**16**	**1100**	**0**	**1138**	**$94,530.00**	**$5,160.00**	**$0.00**	**$99,690.00**
Total for Phase III - Construction Phase Services	**16**	**52**	**108**	**16**	**1100**	**10**	**1350**	**$129,570.00**	**$5,160.00**	**$0.00**	**$134,730.00**
MAN HOURS TOTAL	**51**	**270**	**678**	**616**	**1,100**	**54**	**2,817**				
TOTAL FOR THE PROJECT	**$15,300**	**$74,250**	**$81,360**	**$86,240**	**$88,000**	**$2,970**		**$354,840.00**	**$5,160.00**	**$0.00**	**$360,000.00**


Block Group 2, Census Tract 6616.01, Brazoria County, Texas
Block Group 1, Census Tract 6616.01, Brazoria County, Texas
Block Group 3, Census Tract 6616.01, Brazoria County, Texas
Block Group 3, Census Tract 6612, Brazoria County, Texas
Block Group 2, Census Tract 6616.02, Brazoria County, Texas
Block Group 1, Census Tract 6616.02, Brazoria County, Texas
Block Group 3, Census Tract 6615.01, Brazoria County, Texas
Block Group 1, Census Tract 6615.02, Brazoria County, Texas
Block Group 1, Census Tract 6615.01, Brazoria County, Texas
Block Group 2, Census Tract 6615.02, Brazoria County, Texas
Block Group 1, Census Tract 6618, Brazoria County, Texas
Block Group 2, Census Tract 6618, Brazoria County, Texas
Block Group 1, Census Tract 6619, Brazoria County, Texas
Block Group 4, Census Tract 6619, Brazoria County, Texas
Block Group 2, Census Tract 6619, Brazoria County, Texas
Block Group 3, Census Tract 6617, Brazoria County, Texas
Block Group 1, Census Tract 6617, Brazoria County, Texas
Block Group 2, Census Tract 6617, Brazoria County, Texas
Block Group 1, Census Tract 6622, Brazoria County, Texas
Block Group 4, Census Tract 6622, Brazoria County, Texas
Block Group 2, Census Tract 6622, Brazoria County, Texas
Block Group 3, Census Tract 6624, Brazoria County, Texas
Block Group 4, Census Tract 6624, Brazoria County, Texas
Block Group 1, Census Tract 6624, Brazoria County, Texas
Block Group 2, Census Tract 6621, Brazoria County, Texas
Block Group 1, Census Tract 6621, Brazoria County, Texas
Block Group 1, Census Tract 6625, Brazoria County, Texas
Block Group 3, Census Tract 6631, Brazoria County, Texas
Block Group 2, Census Tract 6631, Brazoria County, Texas
Block Group 1, Census Tract 6631, Brazoria County, Texas
Block Group 4, Census Tract 6641, Brazoria County, Texas
Block Group 5, Census Tract 6641, Brazoria County, Texas
Block Group 2, Census Tract 6640, Brazoria County, Texas
Block Group 3, Census Tract 6642, Brazoria County, Texas
AUSTIN BAYOU
FLORES BAYOU
BEGIN PROJECT
END PROJECT
SH-35
CR-210
CR-208
FM-2004
CR-171
CR-213
0 2,200 4,400 8,800 13,200
Feet
Austin Bayou Project Location
Name
Austin Bayou
LMISD_BlockGroup
State Hwys
County Roads
City Street
Private Street
Brazoria County Engineering
STATE OF TEXAS COUNTY OF BRAZORIA
Austin Bayou Desnagging
FIGURE - 1
83,740 LF
06/09/2026
490

Austin Bayou Project

END PROJECT

Iowa Colony Drainage Dist. 5

Iowa Colony Drainage Dist. 5

CR-381

DANBURY LIVERPOOL RD CR 171

CR-660

CR-660A

CR 660B CR 660B

DANBURY ANGLETON RD CR 210

SH 35

MAIN STREET

Brazoria County 0

SPUR 28

QUAIL RIDGE RD

NOVAK RD CR 46

CR 530

AUSTIN BAYOU

SIXTH ST

FIFTH ST

THIRD ST

AVE A

AVE E

AVE F

CR-602

CR-208 PETECK RD CR 211

BAYOU OAKS DR CR 210A

ANGLETON DANBURY RD CR 171

HEIMAN RD CR 402

JULIA RD CR-209

PELTIER RD CR 208

Danbury Drainage Dist. 8

SCHAD

CR-210

CR 559 LAKE RD

ALSBURY RD

FLORES BAYOU

BIERI FARM

CR 843 CR 843

HOSKINS MOUND RD CR 208

ADAMS RD CR 212

KING RD CR 213

Angleton Drainage Dist. 1

CR-599

FM 2004

BEGIN PROJECT

Length

12286.53433331

47423.20201549

24030.00509751

FIGURE - 2

06/09/2026

TABLE 1
Compensation for Professional Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County, Texas

A. PHASE 1 – PRELIMINARY DESIGN			**$64,310.00**
1. Coordination and Data Collection		$12,150.00	
2. Utility Coordination		$12,720.00	
3. Conceptual and Final Project Layout		$39,440.00	
B. PHASE II - FINAL DESIGN			**$160,960.00**
1. PS&E Preparation/Deliverables			
60% Plans	$80,840.00		
Final (100% Plans)	$34,920.00		
Cost Estimate (60% & Final)	$16,360.00		
		$132,120.00	
2. Project Management		$18,140.00	
3. Bid Phase Services		$10,700.00	
C. PHASE III - CONSTRUCTION PHASE SERVICES			**$134,730.00**
1. Construction Administration		$35,040.00	
2. Desnagging Monitoring, Construction Documentation and Reporting		$99,690.00	
TOTAL FOR THE PROJECT			**$360,000.00**

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Professional Liability Insurers Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Suite 1000
Albuquerque NM 87111
License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Travelers Casualty And Surety Company Of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GC Engineering Inc
2505 Park Avenue
Pearland TX 77581
GCENGIN-01

COVERAGES **CERTIFICATE NUMBER:** 1790125761 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7038388094	5/19/2026	5/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7038388094	5/19/2026	5/19/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7038388130	5/19/2026	5/19/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7038388113	5/19/2026	5/19/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			0105394051	1/10/2026	1/10/2027	Each Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT "C"
COMPLIANCE WITH LAWS

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

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

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

AGREED TO AND ACKNOWLEDGED THIS ____ DAY OF _____, 20____

GC Engineering, Inc.

a Texas company

By: C Rodrigo

Name: Chandi Rodrigo, PE

Title: President

Date: 6/30/26

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **7/14/2026**

Engineering Services for the Pearland Airport Drainage Improvements Project

Item pulled from the Agenda

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 GC Engineering, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to perform drainage improvements at the Pearland Airport located east of Cowart Creek (C100-00-00), south of CR127 and north of CR 130 as part of the Pearland Airport Drainage Improvements Project, hereinafter called the "Project"

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	GC Engineering, Inc.
451 N. Velasco, Suite 230	2505 Park Avenue,
Angleton, Texas 77515	Pearland, Texas 77581
ATTN: Matthew Hanks, JD, PE	ATTN: Chandi Rodrigo, PE
Email: matth@brazoria-county.com	Email: crodrigo@gc-engineering.com
Phone: 979-864-1265	Phone: 346-773-4406

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 22
Execution

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

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

GC Engineering, Inc.

a Texas company

By: _____

Name: **Chandi Rodrigo, PE**

Title: **President**

Date: 6/30/2026

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

INSERT PROPOSAL AND SCHEDULE

SCOPE OF SERVICES
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas

Introduction:

Brazoria County (County) requested GC Engineering, Inc. (GCE) to provide professional engineering services for drainage improvement design for Pearland Airport, located in Pearland, Brazoria County, Texas.

Project area is located east of Cowart Creek (C100-00-00), south of CR-127, and north of CR-130. Project location and the Project Limits are shown in **Figure 1.**

Project Description:

Currently, the area to the north of the Pearland Airport drains in a northeasterly direction through a network of roadside ditches along CR-124 (Haddock Ditch – B102-01-00) and in an easterly direction (approximately for 2.2 miles) along roadside ditches on CR-127, CR-130 (Ditch B102-01-02), and CR-125 (Ditch B102-01-03), and ultimately emptying to Cowart Creek. These roadside ditches are relatively shallow and not adequately sized to handle the drainage for existing conditions as well as for the future proposed developments in the project area. As a result of longer flow paths to Cowart Creek and relatively shallow ditch system, the airport property and surrounding area experience frequent flooding.

The intent of the proposed project is to improve local drainage by redirecting the storm runoff in a southerly direction and establishing a direct path to discharge into Cowart Creek via existing storm water detention basin.

GCE obtained and studied the available studies performed for the project area from County, BDD4, and Pearland Airport, as follows:

The following information was obtained from Airport personnel and their consultants:

1. PDF file of topographic survey for the project area dated October 2025, performed by Gormly Surveying, Inc.
2. Pearland Airport Master Drainage Plan dated August 26, 2021, prepared by KSA Engineers, Inc.
3. A schematic plan showing the near-term development plans within the project area dated April 29, 2026, prepared by KSA Engineers, Inc..
4. Existing and proposed drainage easements within the project area.

GCE also obtained various record drawings, studies, and historic information of the Airport including geotechnical reports, drainage reports, proposed layouts, etc. between 2009 and 2023, from the County and BDD4.

Proposed Work:

GCE attended a meeting with BDD4 on April 30, 2026, to discuss the proposed project scope. GCE also attended a field scoping meeting at the project site with BDD4 and Pearland Airport personnel on May 13, 2026. The specific project features relate to drainage, proposed future improvements, and survey requirements were discussed during these meetings.

The project design shall be performed in compliance with County requirements. In addition, appropriate Federal Aviation Administration (FAA) requirements in working within and vicinity of the Airport shall be incorporated in the Contract documents.

Based on the discussions with the County, BDD4, and Pearland Airport personnel, GCE developed a Schematic Plan depicting the anticipated drainage improvements with the Project Limits (**Figure 2**). These improvements shall consist of, but not limited to:

1. Regrading roadside ditch south side of CR-127 for an approximate length of 1,800 feet.
2. Construction of two storm sewer trunk lines with inlets to convey storm runoff in a southerly direction and connect to the existing storm sewers adjacent to and north of taxiway.
3. Regrading, cleaning, and constructing a concrete pilot channel, approximately 10-foot wide, within the existing linear storm water detention basin between taxiway and runway.
4. Minor regrading within the Project Limits to provide for improved flow into the proposed storm sewer system.
5. Removing and reconstructing asphalt driveways along CR-127 and the approach driveway to cross road/taxiway.

BASIC SERVICES

Following are the anticipated basic phase services for the proposed project:

A. Phase 1 – Preliminary Design

The project consists of drainage improvements within the project limits (**Figure 1**). Proposed improvements are summarized below:

a) Regrade roadside ditches.
b) Remove/replace asphalt driveways,
c) Desilt and clean the existing linear stormwater detention basin and construct a concrete pilot channel, and
d) Install new storm sewer lines, inlets and junction boxes.

Preliminary Design Phase tasks are as follows:

1. **Coordination and Data Collection**

GCE shall obtain available information for the project area including:

- Available as-built plans, utility plans, and engineering reports,
- Latest topographic and aerial mapping, and
- Available drainage reports.

GCE shall conduct a site reconnaissance to inventory the existing conditions including drainage features, visible obstructions, etc. within the project area.

2. **Surveying**

The survey work will be performed by GCE's subconsultant, Weisser Engineering Co. (WEC) located in Houston, Texas. The scope of work for surveying tasks by WEC dated May 20, 2026 is enclosed.

3. **Utility Coordination**

GCE shall identify utility conflicts for the proposed project based on the project survey and available utility information received from the County, BDD4, and Pearland Airport. GCE's work shall include the following:

- Show existing utilities on plan based on the survey data, and
- Prepare a Utility Conflict Table (UCT).

GCE shall coordinate with known utility owners within the project area to relocate/adjust utilities, as needed. GCE shall schedule a utility coordination meeting and shall prepare and submit meeting minutes to the County.

4. **Conceptual and Final Design**

<u>Conceptual Design</u>

GCE shall prepare Conceptual Layout with Typical Cross Sections (Existing and Proposed). The schematic shall incorporate the recommendations of the proposed drainage improvements.

The Layout shall consist of a planimetric file of existing features and proposed improvements. The plan shall be presented at a scale of 1" =100'. The Layout shall include the following features:

- Existing ROW, culverts, and ditch lines,
- Typical Sections, and
- Proposed drainage scheme.

GCE shall submit the Conceptual Layout to be reviewed and approved by the County prior to GCE proceeding with the Final Layout.

Final Design

GCE shall adjust the Conceptual Layout to incorporate County review feedback and prepare Final Layout.

5. Drainage Design

Upon approval of the Final Layout by County, GCE shall perform a drainage design to develop the existing and proposed hydrologic and hydraulic conditions, and a new storm drainage system for the project area. GCE's proposed work includes the following:

a) Develop overall drainage area(s) for the study.

b) Develop sub-drainage areas including:
   1) Calculate the percent impervious/ discharge coefficients.
   2) Calculate time of concentrations.
   3) Develop the 5-yr storm event flows for the drainage areas.

c) Utilize spreadsheet calculations and/or WinStorm software for the flow computations and sizing of the conveyance system.

d) Develop starting collection system flow line elevations and tailwater elevations.

e) Determine inlet sizes and storm sewer pipe sizes.

f) Perform the drainage design to replace the existing ditch system to convey peak flows from the 5-Yr design event for the project area utilizing NOAA Atlas 14 rainfall intensities.

   Check the drainage design for 100-Yr. design event.

g) Design the concrete pilot channel within the existing storm water detention basin.

h) Review available as-built data and project survey for public and private, wet and dry utilities for conflicts and potential redesign and relocations.

i) Prepare drainage exhibits including drainage area plans and storm sewer layout. Drainage Plans shall show locations of driveway repair/replacement as well as utility relocations based on the available as-built data, site visits, and project survey.

Drainage design shall be performed in accordance with the Brazoria County Drainage Criteria Manual dated May 2022.

B. Phase II—Final Design

Upon approval of the Preliminary Design by County, GCE shall proceed with the Design Phase services. Work shall include the following:

1. PS&E Preparation/Deliverables

GCE shall prepare final plans, details, specifications, and cost estimate in accordance with the County requirements. This shall include:

a) Prepare and Submit 60% Plans

Work shall include the following:

1) Coordinate with the Project's environmental consultant (CRI Environmental), BDD4, and Pearland Airport,
2) 60% design plans,
3) Table of Contents and List of Specifications,
4) Utility Conflict Table, and
5) 60% Engineers Opinion of Construction Cost.

GCE shall submit drawings in electronic format for the County's review and comments. GCE shall attend 60% submittal discussion meeting with the County. GCE shall also prepare meeting minutes capturing discussion/agreements from 60% submittal meeting.

b) Prepare and Submit Final (100%) Plans

GCE shall address the County's 60% Plan comments and prepare and submit 100% plans. 100% Submittal is anticipated to consist of the following:

1) Responses to 60% Submittal Comments (PDF),
2) Table of Contents and List of Specifications.
3) Final Engineers Opinion of Probable Construction Cost.
4) Final plans for the County's signature.
5) Prepare bid sets for distribution via the County's e-bid system.

Final plans, details, specifications and cost estimate in accordance with the County requirements.

2. Traffic Control Plans (TCPs)

GCE shall evaluate requirements for traffic control for the project based on FAA requirements and schedule a TCP Meeting with County/Airport. The objective of this meeting will be to develop a construction sequencing/phasing plan, and develop road/taxiway closure requirements, as required.

Based on the TCP meeting, GCE shall develop Traffic Control Plans for the project. These plans shall consist of traffic phasing, detours, temporary paving, and other features, as necessary to regulate traffic during construction per FAA requirements.

3. Storm Water Pollution Prevention Plans (SWPPP)

GCE shall prepare SWPPP for the project in accordance with the County requirements. This will include SWPP Plan, and Construction Site Notices in accordance with the current Texas Commission on Environmental Quality, TPDES General Permit for storm water discharges associated with construction activities.

4. Project Management

GCE shall attend monthly progress meetings (2 meetings) during the design phase. GCE shall also coordinate with the stakeholders including BDD4 and Pearland Airport and attend meetings as required.

5. Bid Phase Services

Work shall include the following:

a. Bid Phase Services

1) Provide Notice to Bidders (NTB) and list of bid items to the County in an electronic form appropriate for the e-bid system format. County is responsible for advertising.
2) Chair pre-bid meeting and attend Bid Opening
3) Respond in writing to questions from bidders and prepare addenda, and coordinate with the County as necessary.
4) Prepare Engineer's Recommendation of Award Letter that includes the following required content:
    i. Check for math errors and reconcile any mathematical discrepancies.
    ii. Review for unbalanced bid items.
    iii. Certified Bid Tabulation including Engineer's estimate.
    iv. Review of contractor's financial standing and references provided.
    v. Explanation of discrepancies between the Engineer's estimate and bids.
    vi. Recommendation to award.

b. Attend County meeting and provide recommendation for award of Contract for Construction.

C. Phase III - Construction Phase Services

GCE work shall include the following:

a) Attend pre-construction meeting to provide information & answer questions.
b) Attend monthly progress meetings.
c) Review & comment on Construction's submittals, RFIs, RFPs and change orders.
d) Review monthly pay applications.
e) Coordinate and review progress of work for Substantial Completion with production of a punch list.
f) Issue letter to the County recommending acceptance & release of final payment.
g) Provide As-Built plans.
h) Assist the County in Contract close-out.

Project Cost

GCE shall provide the work entailed in this proposed scope of services at an estimated Lump Sum cost of **$ $260,306.09**. The summary of costs is provided in **Table 1**.

Direct labor: Direct labor will be charged at the following rates:

DIRECT LABOR SCHEDULE	
CLASSIFICATION	**BILLING RATE**
Principal	$300.00
Project Manager	$275.00
Project Engineer	$220.00
Senior Engineer	$180.00
Civil Engineer	$165.00
CADD Manager	$160.00
CADD Technician	$140.00
Clerical	$80.00
Senior Resident Engineer	$140.00
Construction Inspector	$90.00

The individual salaries will be adjusted annually.

Direct Expenses: Direct Expenses will be charged at cost.

Project Schedule

A project schedule including the milestones shall be determined based on the discussions with the County.

Assumptions

The proposal presented is based on the following assumptions:

1. Environmental services will be performed by others directly under County.
2. The existing geotechnical information is adequate for project design.
3. Project does not require a drainage impact analysis and/or impact mitigation measures.
4. The project does not require acquisition of additional ROW. Proposed work will be performed within the existing ROW or existing easements or easements to be secured by others.
5. County will pay for permitting and review fees related to the project, directly to reviewing agencies, if any.
6. GCE will provide full-time Construction Inspection, if requested by the County, as an out-of-scope item.

Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

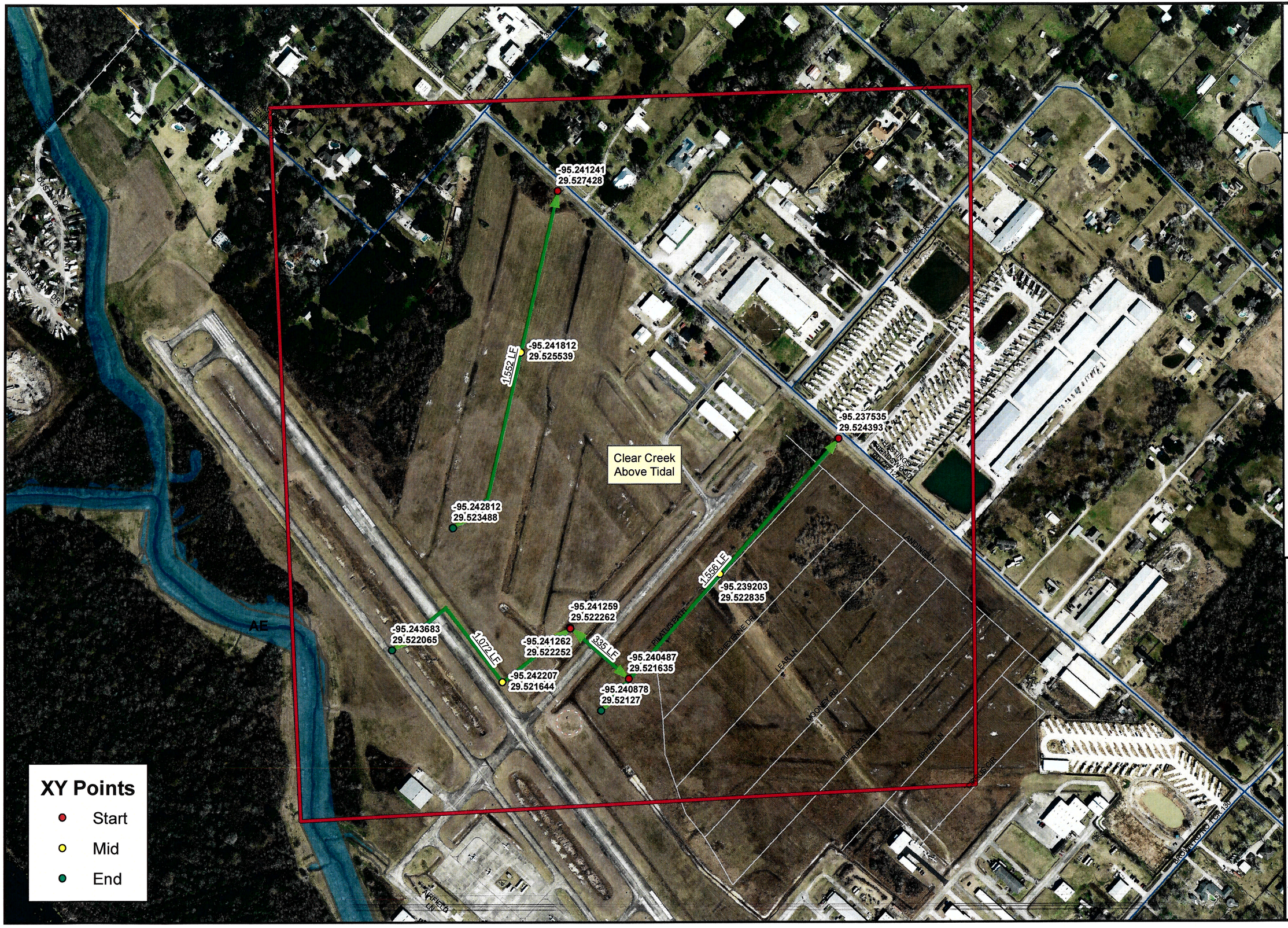
	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$220**	**$165**	**$140**	**$80**					
	BASIC SERVICES											
A.	**PHASE 1 – PRELIMINARY DESIGN**											
	1. Coordination and Data Collection											
	Field Reconnaissance	1	4	4				9	$2,280.00			$2,280.00
	Data Collection	1	4	5			16	26	$3,780.00			$3,780.00
	Coordination and Data Collection Subtotal	**2**	**8**	**9**	**0**	**0**	**16**	**35**	**$6,060.00**	**$0.00**	**$0.00**	**$6,060.00**
	2. Surveying											
	Topographic Survey								$0.00		**$27,073.72**	$27,073.72
	Survey Coordination								$0.00	$2,707.37		$2,707.37
	Survey Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$2,707.37**	**$27,073.72**	**$29,781.09**
	3. Utility Coordination											
	Utility coordination, Utility Conflict Table and Layout	2	6	16	16	24		64	$11,770.00			$11,770.00
	Attend Utility Coordination Meeting	3	4	4				11	$2,880.00			$2,880.00
	Utility Coordination Subtotal	**5**	**10**	**20**	**16**	**24**	**0**	**75**	**$14,650.00**	**$0.00**	**$0.00**	**$14,650.00**
	4. Conceptual and Final Design											
	Perform schematic design	2	6	16	16	24		64	$11,770.00			$11,770.00
	Prepare Schematic Layout and Typical Sections	3	4	4				11	$2,880.00			$2,880.00
	Incorporate Schematic Layout Comments/ prepare Final Layout	2	4	8	8	12		34	$6,460.00			$6,460.00
	Conceptual and Final Design Subtotal	**7**	**14**	**28**	**24**	**36**	**0**	**109**	**$21,110.00**	**$0.00**	**$0.00**	**$21,110.00**

Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$220**	**$165**	**$140**	**$80**					
	5. Drainage Design											
	Prepare Overall Drainage Area Maps	2	4	8	16	30		58	$11,870.00			$11,870.00
	Perform storm drainage system design flows	2	10	16	24	24		74	$16,640.00			$16,640.00
	Prepare Drainage Exhibits	2	2	8	10	24		44	$8,960.00			$8,960.00
	Drainage Design Subtotal	**6**	**16**	**32**	**50**	**78**	**0**	**176**	**$37,470.00**	**$0.00**	**$0.00**	**$37,470.00**
	Total for Phase 1 - Preliminary Design	**20**	**48**	**89**	**90**	**138**	**16**	**395**	**$79,290.00**	**$2,707.37**	**$27,073.72**	**$109,071.09**
B.	**PHASE II - FINAL DESIGN**											
	1. PS&E Preparation/Deliverables (60% and 100% Submission Levels)											
	60% PS&E Preparation	4	24	72	80	100	8	288	$51,480.00			$51,480.00
	Final (100%) PS&E Preparation	4	12	30	40	40	4	130	$23,620.00			$23,620.00
	Prepare Engineers Construction Cost Estimate (60% and Final)	2	8	16	30	16		72	$13,510.00			$13,510.00
	PS&E Preparation/Deliverable Subtotal	**10**	**44**	**118**	**150**	**156**	**12**	**490**	**$88,610.00**	**$0.00**	**$0.00**	**$88,610.00**
	2. Traffic Control Plans (TCPs)											
	Prepare TCPs	2	8	16	30	24	4	84	$14,950.00			$14,950.00
	Traffic Control Plans (TCPs) Subtotal	**2**	**8**	**16**	**30**	**24**	**4**	**84**	**$14,950.00**	**$0.00**	**$0.00**	**$14,950.00**
	3. SWPPP											
	Prepare SW3P Plans	1	2	8	10	8	4	33	$5,700.00			$5,700.00
	SW3P Plans Subtotal	**1**	**2**	**8**	**10**	**8**	**4**	**33**	**$5,700.00**	**$0.00**	**$0.00**	**$5,700.00**

Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$220**	**$165**	**$140**	**$80**					
	4. Project Management											
	Attend Meetings (2 Meetings)	2	8	8			4	22	$4,880.00			$4,880.00
	Project Coordination	4	8	16				28	$6,920.00			$6,920.00
	Project Management Subtotal	**6**	**16**	**24**	**0**	**0**	**4**	**50**	**$11,800.00**	**$0.00**	**$0.00**	**$11,800.00**
	5. Bid Phase Services											
	Provide Bid Phase Services	2	6	16	20	16	4	64	$11,630.00			$11,630.00
	Bid Phase Subtotal	**2**	**6**	**16**	**20**	**16**	**4**	**64**	**$11,630.00**	**$0.00**	**$0.00**	**$11,630.00**
	Total for Phase II—Final Design	**21**	**76**	**182**	**210**	**204**	**28**	**721**	**$132,690.00**	**$0.00**	**$0.00**	**$132,690.00**
C.	**PHASE III - CONSTRUCTION PHASE SERVICES**											
	Attend Precon Meeting (incl. Prepare Minutes)	2	4	0	0	0	2	8	$1,860.00			$1,860.00
	Attend Construction Progress Meetings	2	4	0	0	0	0	6	$1,700.00			$1,700.00
	Routine Construction Site Visits (6 site visits)	1	4	8	0	0	0	13	$3,160.00			$3,160.00
	Review and Respond to Submittals (assume 6)	1	2	4	4	0	4	15	$2,710.00			$2,710.00
	Review and Respond to RFIs (assume 4)	1	2	4	4	0	0	11	$2,390.00			$2,390.00
	Substantial Completion Walk-Thru	2	2	2	0	0	2	8	$1,750.00			$1,750.00
	Final Construction Walk-Thru	2	4	4	0	0	2	12	$2,740.00			$2,740.00
	As-Built Drawings	1	1	2	4	4	0	12	$2,235.00			$2,235.00
	Total for Phase III - Construction Phase Services	**12**	**23**	**24**	**12**	**4**	**10**	**85**	**$18,545.00**	**$0.00**	**$0.00**	**$18,545.00**
	MAN HOURS TOTAL	**53**	**147**	**295**	**312**	**346**	**54**	**1,201**				
	TOTAL FOR THE PROJECT	**$15,900.00**	**$40,425.00**	**$64,900.00**	**$51,480.00**	**$48,440.00**	**$4,320.00**		**$230,525.00**	**$2,707.37**	**$27,073.72**	**$260,306.09**



525

Brazoria County Engineering

STATE OF TEXAS
COUNTY OF BRAZORIA

Pearland Airport Area Drainage Improvements

FIGURE 1

CR 127

REGRADE DITCH

36" RCP

36" RCP

24" RCP

42" RCP

JUNCTION BOX

E INLET (TYP.)

48" RCP

5'X3' RCB

CONNECT TO EXIST. INLET

CONCRETE RUNWAY

ASPHALT TAXIWAY

LECLAIR DITCH
C107-00-00

Coward Creek

2-24" RCP WITH SETs

REPLACE ASPHALT DRIVEWAY

2-24" RCP WITH SETs

CR 124

CR-124 (HADDOCK DITCH)
B102-01-00

PROJECT LIMITS

CR 125

CR 127

REGRADE DITCH

REPLACE ASPHALT DRIVEWAY

AVE A

AVE B

AVE B

48" RCP

48" RCP

E INLET (TYP.)

REPLACE ASPHALT DRIVEWAY

5'X3' RCB

5'X3' RCB

5'X4' RCB

5'X4' RCB

PILATUS PATH

CHEYENNE PATH

LANDING LN

LEAR LN

LEAR LN

MOONEY RD

PIPER PATH

LIPPER LN

PILATUS PATH

CR 127

CR-125 DITCH
B102-01-03

10' WIDE CONCRETE PILOT CHANNEL

150' DESILT / RESHAPE EXISTING STORM WATER DETENTION BASIN

COUNTY ROAD 127
(HASTINGS FRIENDSWOOD RD)

CR-130 DITCH
B102-01-02

COWART CREEK
C100-00-00

AIRFIELD LANE

Pearland Regional Airport

CR 130

COUNTY ROAD 130
(BROWN RD.NO.1)

200 0 100 200 400

SCALE: 1"=200' (22"x34")
1"=400 (11"x17")

SOURCE: GOOGLE EARTH, 2026

CDBG PEARLAND AIRPOT

GC ENGINEERING, INC.
2505 PARK AVE
PEARLAND, TEXAS 77581
TBPE Registration No. F - 7889
Phone: (281) 412-7008
FAX: (281) 412-4623

GC ENGINEERING, INC. PROPOSAL NO:

SCALE:	
DATE:	MAY 26, 2026
SURVEYED BY:	
DESIGNED BY:	UKC
DRAWN BY:	KG
SHEET NO.:	1 OF 1

FIGURE 2

GC Engineering, Inc.
M:\Proposals\2026 proposals\011 - Brazoria County CDBG\2178 - Brazoria County Prec. 1 - CDBG Pearland Airport\Drawings\2026CD CDBG Pearland Airport-Driveway.dwg May 26, 2026-8:59am tquido

TABLE 1
Compensation for Professional Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County, Texas

A. PHASE 1 – PRELIMINARY DESIGN			**$109,071.09**
1. Coordination and Data Collection		$6,060.00	
2. Surveying			
Survey	$27,073.72		
Survey Coordination	$2,707.37		
		$29,781.09	
3. Utility Coordination		$14,650.00	
4. Conceptual and Final Design		$21,110.00	
5. Drainage Design		$37,470.00	
B. PHASE II - FINAL DESIGN			**$132,690.00**
1. PS&E Preparation/Deliverables (60% and 100% Submission Levels)			
60% Plans	$51,480.00		
Final (100% Plans)	$23,620.00		
Cost Estimate (60% & Final)	$13,510.00		
		$88,610.00	
2. Traffic Control Plans (TCPs)		$14,950.00	
3. SWPPP		$5,700.00	
4. Project Management		$11,800.00	
5. Bid Phase Services		$11,630.00	
C. PHASE III - CONSTRUCTION PHASE SERVICES			**$18,545.00**
TOTAL FOR THE PROJECT			**$260,306.09**

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: May 20, 2026

Umesh KC, PE, CFM
GC Engineering, Inc.
2505 Park Avenue
Pearland, TX 77581
346-7734409
kcumesh@gc-engineering.com

Proposal for Professional Services in Connection With: Pearland Regional Airport CBG Project, Pearland, Brazoria County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to GC Engineering, Inc. (the "Client").

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

1. Perform a Right-of-way Verification along CR 127. "Project Limit" lines will be depicted on the overall topographic survey. This will not be performed as a Category 1B, Condition 3 survey therefore this will not be a signed and sealed product. This is meant to depict approximate "project limit" lines based off county appraisal district information, public records and field verification.
   COST: $4,530.00 + $373.72 state sales tax = 4,903.72
2. Perform a limited Topographic Survey along Roadway and on Airport site. Survey will include 100-ft Cross-Sections along the Route as shown on Markup. Topographic survey will depict features and utilities along Route. Topographic survey will delineate Pavement and any Drainage features within limits. Deliverable will be a CAD file as well as 11"x17" (1"=40' scale) Topographic map sheets. This survey will be performed as a limited topographic survey and not a Category 6, condition 1 Topographic survey therefore this will not be a signed and sealed product.
   COST: $16,270.00 (non-taxable)
3. Control Survey. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83. Vertical Control shall be based on the nearest existing NGS, County or City monument. This will Provide 3 site TBM's and an adequate number of control points that are set and recoverable. Deliverable will be a survey control map on 11"X17" pdf map sheets.
   COST: $5,900.00 (non-taxable)

TOTAL COST: $27,073.72 including state sales tax

The Client will provide the following:
Site access

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.

2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions,

and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Brian Boelsche, RPLS (bboelsche@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT	**WEISSER ENGINEERING & SURVEYING**
GC Engineering, Inc.	Taylor R. Sass
By: _____	By: _____
Printed Name: _____	Printed Name: Taylor R. Sass
Title: _____	Title: President & CEO
Date of Acceptance: _____	Date of Acceptance: 05/20/2026

Please provide an email address for Accounts Payable contact for invoicing purposes:

_____

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Professional Liability Insurers Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Suite 1000
Albuquerque NM 87111
License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Travelers Casualty And Surety Company Of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GC Engineering Inc
2505 Park Avenue
Pearland TX 77581
GCENGIN-01

COVERAGES **CERTIFICATE NUMBER:** 1790125761 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7038388094	5/19/2026	5/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7038388094	5/19/2026	5/19/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7038388130	5/19/2026	5/19/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7038388113	5/19/2026	5/19/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			0105394051	1/10/2026	1/10/2027	Each Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT "C"
COMPLIANCE WITH LAWS

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

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

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

AGREED TO AND ACKNOWLEDGED THIS ____ DAY OF _____, 20____

GC Engineering, Inc.

a Texas company

By: 

Name: Chandi Rodrigo, PE

Title: President

Date: 6/30/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **7/14/2026**

Award RFP #26-27 Medical Dental TPA, Pharmacy (PBM), and COBRA Administrative Services

Upon final review by the District Attorney's Office - Civil Division, award "RFP #26-27 Medical Dental TPA, Pharmacy (PBM), and COBRA Administrative Services" to Aetna Life Insurance Company of Hartford, Connecticut, who submitted a best and final evaluated offer meeting our specifications, per the attached.

The contract term is October 1, 2026, through September 30, 2029, with three (3) optional one (1) year renewals. Additionally, the expenses will be paid utilizing the health benefits fund.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

RFP# 26-27 Award Summary

A total of one hundred and ninety-three (193) vendors were notified of our solicitation which was posted in the Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSD) website. There were sixty-eight (68) document takers resulting in nine (9) submissions.

The guaranteed medical administrative fees per employee for each of the three year initial term are:

Category/Plan	Estimated Enrollment	Current (No NACO)	Year 1 (10/1/2026)	Year 2 (10/1/2027)	Year 3 (10/1/2028)	% Change
OA Aetna Select	586	$40.22	$43.02	$43.88	$44.76	2.0%
AHF-OA Aetna Select	902	$43.46	$46.33	$47.26	$48.21	2.0%
Plan Year Service Fees	1,488	$753,238	$803,993	$820,106	$836,577	—

Upon recommendation of the evaluation committee and the County's employee benefits consultant, HUB International award "RFP #26-27 Medical Dental TPA, Pharmacy (PBM), and COBRA Administrative Services", to the highest ranked firm, Aetna Life Insurance Company, of Hartford, CT who submitted the best evaluated and negotiated offer.

In addition, the project will be paid for utilizing the Health Benefits fund.

Evaluation Committee

Stacy Adams, Commissioner Precinct 3

Jay Burridge, Commissioner Precinct 1

Chad Ward, Assistant Chief JPO BCJJD

Lt. Stephen Bailey, Sheriff's Office

Joyce Hudman, County Clerk

Tiffany Helmintoller, Benefits Advocate

Brooklyn Moody, Benefits Specialist

Holly Fox, HR Director (non-voting member)

Melissa Henken, HR Assistant Director (non-voting member)

Susan Serrano, Purchasing (Non-Voting)



aetna®

An Aetna Renewal
Presented to

Brazoria County

Effective: October 1, 2026
Plan Sponsor Number: 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

June 12, 2026

Brazoria County
Holly Fox
237 E. Locust, Suite 203
Angleton, TX 77515

Dear Holly Fox:

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, 2026 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 increase by 2.00 percent for 2026,2027,2028. Then they will increase 3.00 percent annually for the remainder of the rate guarantee as listed per the fee schedule.
  - Additional Bundle up Discounts may be available if you purchase additional coverages with us.

- **Medical Programs and Services and Allowance**
  - Your NSA claim administration fee effective October 1, 2026 will be $94. 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.
  - We have converted your existing allowance(s) to the Health Plan Allowance. The Health Plan Allowance provides more flexibility in utilizing your allowance dollars for your health plan needs. Health Plan Allowance includes implementation, communication, wellness, reporting, and audit-related services.
- **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/aetnacom/legal-notices/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-06-27-2025.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, 2026. 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, 2026 and is part of your multi-year Guarantee Period extending through September 30, 2032.

If there are no changes impacting this renewal as outlined in your Caveats, the fees will remain in effect through September 30, 2027. You will receive a renewal package prior to the effective date for each year remaining in your multi-year Guarantee Period. 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, 2026 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

MASTER SERVICES AGREEMENT
MSA- **0838904**

This master services agreement ("**Agreement**") between **AETNA LIFE INSURANCE COMPANY**, a Connecticut corporation, located at 151 Farmington Avenue, Hartford, Connecticut ("**Aetna**"), and **Brazoria County**, Texas, a political subdivision of the State of Texas, with headquarters located at 237 E Locust, Suite 203, Angleton, Texas ("**Customer**") is effective as of October 1, 2026 ("**Effective Date**").

This Agreement replaces and supersedes Services Agreement number MSA-838904, effective October 14, 2014.

The Customer has established one or more self-funded employee benefits plans, described in Exhibit 1, (the "Plan(s)"), for certain covered persons, as defined in the Plan(s) (the "**Plan Participants**").

The Customer wants to make available to Plan Participants one or more products and administrative services ("**Services**") offered by Aetna, as specified in the attached schedules, and Aetna wants to provide those Services to the Customer for the compensation described herein.

The parties therefore agree as follows:

1. TERM
The initial term of this Agreement will be three (3) one year terms beginning on the Effective Date, with the second and third one (1) year terms automatically renewing. This Agreement will automatically renew annually unless otherwise terminated pursuant to section 17 (Termination). The initial term and each successive one year renewal shall be considered an **"Agreement Period"**. The schedules may provide for different start and end dates for certain Services.

2. SERVICES
Aetna shall provide the Services described in the attached schedules.

3. STANDARD OF CARE
Aetna and the Customer will discharge their obligations under this Agreement with that level of reasonable care which a similarly situated services provider or plan administrator, respectively, would exercise under similar circumstances. If the Customer delegates claim fiduciary duties to Aetna pursuant to the applicable schedule, Aetna shall observe the standard of care and diligence required of a fiduciary under applicable state law.

4. SERVICE FEES
The Customer shall pay Aetna the fees according to the Service and Fee Schedule(s) (**"Service Fees"**). Aetna may change the Services and the Service Fees annually by giving the Customer 60 days' notice before the changes take effect. Changes will take effect on the anniversary of the Effective Date unless otherwise indicated in the applicable Service and Fee Schedule(s).

Aetna shall provide the Customer with a monthly statement indicating the Service Fees owed for that month. The Customer shall pay Aetna the Service Fees no later than 31 calendar days after the first calendar day of

DRAFT

the month in which the Services are provided (the **"Payment Due Date"**). The Customer shall provide with their payment either a copy of the Aetna invoice, modified to reflect current eligibility, or a copy of a pre-approved invoice which meets Aetna's billing requirements. The Customer shall also reimburse Aetna for certain additional expenses, as stated in the Service and Fee Schedule(s).

All overdue amounts are subject to the late charges outlined in the Service and Fee Schedule(s).

Aetna shall prepare and submit to the Customer an annual report showing the Service Fees paid.

5. BENEFIT FUNDING

The Customer shall choose one of the banking facilities offered by Aetna through which Plan benefit payments, Service Fees and Plan benefit related charges will be made. All such amounts will be paid through the banking facility by check, electronic funds transfer or other reasonable transfer methods. The Customer shall reimburse the banking facility for all such payments on the day of the request. All such reimbursements will be made by wire transfer in federal funds using the instructions provided by Aetna, or by another transfer method agreed upon by both parties.

Since funding is provided on a checks cleared basis, Aetna is not required to act on outstanding benefit checks (checks which have not been presented for payment) unless directed to do so by the Customer. The Customer may elect full escheat or stop pay services under a separate contract, to which additional fees may apply. In the absence of an escheat or stop pay contract, checks will be voided when they age five years, which does not eliminate the Customer's potential escheat liability.

After termination of the Agreement, in the absence of an escheat or stop pay contract, Aetna may place stop payment orders on all of the Customer's outstanding benefit checks after either:

(i) One year has elapsed since Aetna completed its runoff obligations; or

(ii) Aetna has exercised its right to suspend claim payments or terminate this Agreement as stated in section 17(B) (Termination).

At the end of any run off service period, the Customer may also request Aetna to perform escheat services on outstanding benefit checks for an additional charge.

6. FIDUCIARY DUTY

It is understood and agreed that the Customer, as plan administrator, retains complete authority and responsibility for the Plan, its operation, and the benefits provided there under, and that Aetna is empowered to act on behalf of the Customer in connection with the Plan only to the extent expressly stated in this Agreement or as agreed to in writing by Aetna and the Customer.

The Customer has the sole and complete authority to determine eligibility of persons to participate in the Plan.

Claim fiduciary responsibility is identified in the applicable Schedule.

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7. CUSTOMER'S RESPONSIBILITIES

(A) **Eligibility –** The Customer shall supply Aetna, by electronic medium acceptable to Aetna, with all relevant information identifying Plan Participants and shall notify Aetna by the tenth day of the month following any changes in Plan participation. Aetna is not required to honor a notification of termination of a Plan Participant's eligibility which Aetna receives more than 60 days after termination of such Plan Participant. Aetna has no responsibility for determining whether an individual meets the eligibility requirements of the Plan.

(B) **Plan Document Review –** The Customer shall provide Aetna with all Plan documents at least 30 days prior to the Effective Date. Aetna will review the Plan documents to determine any potential differences that may exist among such Plan documents and Aetna's claim processing systems and internal policies and procedures. Aetna does NOT review the Customer's Summary of Benefits and Coverage ("SBC"), Summary Plan Description ("SPD") or other Plan documents for compliance with applicable law. The Customer also agrees that it is responsible for satisfying any and all Plan reporting and disclosure requirements imposed by law, including updating the SBC or SPD and other Plan documents and issuing any necessary summaries of material modifications to reflect any changes in benefits.

(C) **Notice of Plan or Benefit Change –** The Customer shall notify Aetna in writing of any changes in Plan documents or Plan benefits (including changes in eligibility requirements) at least 30 days prior to the effective date of such changes. Aetna will have 30 days following receipt of such notice to inform the Customer whether Aetna will agree to administer the proposed changes. If the proposed changes increase Aetna's costs, alter Aetna's ability to meet any performance standards or otherwise impose substantial operational challenges, Aetna may require an adjustment to the Service Fees or other financial terms.

(D) **Third-Party Vendor Services -** In the event Customer elects to retain or engage a third party to perform or supplement any of the services provided by Aetna under this Agreement (e.g., core services, programs or operational components), or requests Aetna to coordinate with a third party for services related to the Plan ("Third-Party Services"), Customer must provide Aetna at least 120 days prior written notice. Aetna will have 60 days following receipt of such notice to determine whether Aetna can agree to the Third-Party Services and to inform the Customer of its decision. Third-Party Services introduce clinical, operational, network, compliance, and/or member experience risks, which require additional coordination or support by Aetna. Any Third-Party Services elected by Customer are expressly excluded from the scope of Services provided by Aetna under this Agreement. Customer agrees to release and hold Aetna harmless from any liability or expense related to the Third-Party Services, including but not limited to, claim processing errors or delays (including duplicate payments and overpayments) and failure to meet performance guarantees. If Aetna agrees to coordinate with a party for Third Party Services, Aetna will charge Customer (or the third-party vendor) to recover the cost of Aetna's administration, support or coordination of the Third-Party Services.

(E) **Employee Notices –** The Customer shall furnish each employee covered by the Plan written notice that the Customer has complete financial liability for the payment of Plan benefits. The Customer shall inform its Plan Participants, in a manner that satisfies applicable law, that confidential information relating to their benefit claims may be disclosed to third parties in connection with Plan administration.

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(F) **Third Party Consents –** The Customer shall obtain any consents, authorizations or other permissions from Employees or relevant third parties, which may be required under law or otherwise necessary in order for Aetna to access, use or disclose information and data for the purposes of providing Services under this Agreement.

(G) **Miscellaneous –** The Customer shall promptly provide Aetna with such information regarding administration of the Plan as required by Aetna to perform its obligations and as Aetna may otherwise reasonably request from time to time. Such information shall include, at no cost to Aetna, all relevant medical records, lab and pharmacy data, claim and other information pertaining to Plan Participants and/or Employees. Aetna is entitled to rely on the information most recently supplied by the Customer in connection with the Services and Aetna's other obligations under the Agreement. Aetna is not responsible for any delay or error caused by the Customer's failure to furnish correct information in a timely manner. Aetna is not responsible for responding to Plan Participant requests for copies of Plan documents. The Customer shall be liable for all Plan benefit payments made by Aetna, including those payments made following the termination date or which are outstanding on the termination date.

8. RECORDS

Aetna, its affiliates and authorized agents shall use all Plan-related documents, records and reports received or created by Aetna in the course of delivering the Services ("**Plan Records**") in compliance with applicable privacy laws and regulations. Aetna may de-identify Plan Records and use them for quality improvement, statistical analyses, product development and other lawful, non-Plan related purposes. Such Plan Records will be kept by Aetna for a minimum of seven years, unless Aetna turns such documentation over to the Customer or a designee of the Customer.

9. CONFIDENTIALITY

(A) **Business Confidential Information -** Neither party may use "Business Confidential Information" (as defined below) of the other party for its own purpose, nor disclose any Business Confidential Information to any third party. However, a party may disclose Business Confidential Information to that party's representatives who have a need to know such information in relation to the administration of the Plan, but only if such representatives are informed of the confidentiality provisions of this Agreement and agree to abide by them. The Customer shall not disclose Aetna's provider discount or payment information to any third party, including the Customer's representatives, without Aetna's prior written consent and until each recipient has executed a confidentiality agreement reasonably satisfactory to Aetna.

The term **"Business Confidential Information"** as it relates to the Customer means the Customer identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information ("**PHI**") as defined by HIPAA or other claims-related information.

The term **"Business Confidential Information"** as it relates to Aetna means the Aetna identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

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(B) **Plan Participant Information -** Each party will maintain the confidentiality of Plan Participant-identifiable information, in accordance with applicable law and, as appropriate, the terms of the HIPAA business associate agreement associated with this Agreement. The Customer may identify, in writing, certain Customer employees or third parties, who the Plan has authorized to receive Plan Participant-identifiable information from Aetna in connection with Plan administration. Subject to more restrictive state and federal law, Aetna will disclose Plan Participant-identifiable information to the Customer designated employees or third parties. In the case of a third party, Aetna may require execution by the third party of a non-disclosure agreement reasonably acceptable to Aetna. The Customer agrees that it will only request disclosure of PHI to a third party or to designated employees if: (i) it has amended its Plan documents, in accordance with 45 CFR 164.314(b) and 164.504(f)(2), so as to allow the Customer designated employees or third parties to receive PHI, has certified such to the Plan in accordance with 45 CFR 164.504(f)(2)(ii), and will provide a copy of such certification to Aetna upon request; and (ii) the Plan has determined, through its own policies and procedures and in compliance with HIPAA, that the PHI that it requests from Aetna is the minimum information necessary for the purpose for which it was requested.

(C) **Upon Termination -** Upon termination of the Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Business Confidential Information in its possession or control except to the extent such Business Confidential Information must be retained pursuant to applicable law or cannot be disaggregated from Aetna's databases. Aetna may retain copies of any such Business Confidential Information it deems necessary for the defense of litigation concerning the Services it provided under this Agreement, for use in the processing of runoff claims for Plan benefits, and for regulatory purposes.

10. AUDIT RIGHTS

The Customer may, at its own expense, audit Plan claim transactions upon reasonable notice to Aetna. The Customer may conduct one audit per year and the audit must be completed within two years of the end of the time period being audited. Audits of any performance guarantees, if applicable, must be completed in the year following the period to which the performance guarantee results apply. Audits are conducted virtually.

The Customer may select its own representative to conduct an audit, provided that the representative must be qualified by appropriate training and experience for such work and must perform the audit in accordance with published administrative safeguards or procedures and applicable law. In addition, the representative must not be subject to an Auditor Conflict of Interest which would prevent the representative from performing an independent audit. An "Auditor Conflict of Interest" means any situation in which the designated representative (i) is employed by an entity which is a competitor of Aetna, (ii) has terminated employment from Aetna within the past 12 months, or (iii) is employed or engaged in a contract with a vendor subcontracted by Aetna to adjudicate claims. If the audit firm is not licensed or a member of a national professional group, or if the audit firm has a financial interest in audit findings or results, the audit agent must agree to meet Aetna's standards for professionalism by signing Aetna's Agent Code of Conduct prior to performing the audit. Neither the Customer nor its representative may make or retain any record of provider negotiated rates or information concerning treatment of drug or alcohol abuse, mental/nervous, HIV/AIDs or genetic markers.

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The Customer shall provide reasonable advance notice of its intent to audit and shall complete an Audit Request Form providing information reasonably requested by Aetna. No audit may commence until the Audit Request Form is completed and executed by the Customer, the auditor and Aetna. Further, the Customer or its representative shall provide Aetna with a complete listing of the claims chosen for audit at least four weeks prior to the virtual audit.

The Customer's auditors shall provide their draft audit findings to Aetna, prior to issuing the final report. This draft will provide the basis for discussions between Aetna and the auditors to resolve and finalize any open issues. Aetna shall have a right to review the auditor's final audit report, and include a supplementary statement containing information and material that Aetna considers pertinent to the audit.

Additional guidelines related to the scope of the audit are included in the applicable Schedules. Any claim audit in addition to the annual audit described above is subject to mutual agreement of the parties, including, but not limited to, a separate written agreement that details the audit scope and guidelines, and will be subject to an additional charge.

11. RECOVERY OF OVERPAYMENTS

Aetna shall reprocess any identified errors in Plan benefit payments (other than errors Aetna reasonably determines to be de minimis) and seek to recover any resulting overpayment by attempting to contact the party receiving the overpayment twice by letter, phone, or email. The Customer may direct Aetna not to seek recovery of overpayments from Plan Participants, in which event Aetna will have no further responsibility with respect to those overpayments. The Customer shall reasonably cooperate with Aetna in recovering all overpayments of Plan benefits.

If Aetna elects to use a third party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to the Customer net of fees charged by Aetna or those entities.

Any requested payment from Aetna relating to an overpayment must be based upon documented findings or direct proof of specific claims, agreed to by both parties, and must be due to Aetna's actions or inactions. Indirect or inferential methods of proof – such as statistical sampling, extrapolation of error rate to the population, etc. – may not be used to determine overpayments. In addition, use of software or other review processes that analyze a claim in a manner different from the claim determination and payment procedures and standards used by Aetna shall not be used to determine overpayments.

When seeking recovery of overpayments from a provider, Aetna has established the following process: if it is unable to recover the overpayment through other means, Aetna may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. Aetna may reduce future payments to the provider (including payments made to that provider involving the same or other health and welfare plans that are administered by Aetna) by the amount of the overpayment, and Aetna will credit the recovered amount to the plan that overpaid the provider. By entering into this Agreement, the Customer is 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 this Agreement.

The Customer may not seek recovery of overpayments from network providers, but the Customer may seek recovery of overpayments from other third parties once the Customer has provided Aetna notice that it will

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seek such recovery and Aetna has been afforded a reasonable opportunity to recover such amounts. Aetna has no duty to initiate litigation to pursue any overpayment recovery.

12. INDEMNIFICATION

(A) Aetna shall indemnify the Customer, its affiliates and their respective directors, officers, and employees (only as employees, not as Plan Participants) for that portion of any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) ("**Losses**") caused directly by (i) any material breach of this Agreement by Aetna, including a failure to comply with the standard of care in section 3; (ii) Aetna's negligence, willful misconduct, fraud, or breach of fiduciary responsibility; or (iii) Aetna's infringement of any U.S. intellectual property right of a third party, arising out of the Services provided under this Agreement.

(B) The Customer shall indemnify Aetna, its affiliates and their respective directors, officers, and employees for that portion of any Losses caused directly by (i) any material breach of this Agreement by the Customer including a failure to comply with the standard of care in section 3; (ii) the Customer's negligence, willful misconduct, fraud, or breach of fiduciary responsibility; (iii) the release or transfer of Plan Participant-identifiable information to the Customer or its designee, or the use or further disclosure of such information by the Customer or such designee; or (iv) in connection with the design or administration of the Plan by the Customer or any acts or omissions of the Customer as an employer or Plan Sponsor.

(C) The party seeking indemnification under this Agreement must notify the indemnifying party within 20 days in writing of any actual or threatened action, to which it claims such indemnification applies. Failure to so notify the indemnifying party will not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice as indicated above.

(D) The indemnifying party may join the party seeking indemnification as a party to such proceeding; however the indemnifying party shall provide and control the defense and settlement with respect to claims to which this section applies.

(E) The Customer and Aetna agree that: (i) health care providers are not the agents or employees of the Customer or Aetna and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the Customer nor Aetna is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations of (A) or (B) above do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.

(F) These indemnification obligations above shall not apply to any claims caused by (i) an act, or failure to act, by one party at the direction of the other, or (ii) with respect to intellectual property infringement, the Customer's modification or use of the Services or materials that are not contemplated by this Agreement, unless directed by Aetna, including the combination of such Services or materials with services, materials or processes not provided by Aetna where the combination is the basis for the claim of infringement. For purposes of the exclusions in this paragraph, the term "Customer" includes any person or entity acting on the Customer's behalf or at the Customer's direction. For purposes of (A)

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and (B) above, the standard of care to be applied in determining whether either party is "negligent" in performing any duties or obligations under this Agreement shall be the standard of care set forth in section 3.

13. DEFENSE OF CLAIM LITIGATION

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits, the party designated in this document as the fiduciary which rendered the decision in the appeal last exercised by the Plan Participant which is being appealed to the court ("appropriate named fiduciary") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party PROVIDED the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. The Customer agrees to pay the amount of Plan benefits included in any judgment or settlement in such action. The other party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages, except to the extent provided in section 12 (Indemnification).

Notwithstanding anything to the contrary in this section 13, in any multi-claim litigation (including arbitration) disputing reimbursement for benefits for more than one Plan Sponsor, the Customer authorizes Aetna to defend and reasonably settle the Customer's benefit claims in such litigation.

14. REMEDIES

Other than in an action between the parties for third party indemnification, neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

15. BINDING ARBITRATION OF CERTAIN DISPUTES

The parties agree that disputes shall be resolved as follows:

(A) Actions seeking injunctive relief or contract reformation remedies shall be filed in Federal District Court for the District of Connecticut. The parties agree that Federal Court in the District of Connecticut shall be the proper and exclusive forum for any action seeking injunctive relief or contract reformation.

(B) Except as provided in (A) above, the parties expressly agree that any and all disputes, controversies or claims arising out of or relating in any way to this Agreement or the breach, termination, or validity thereof, will be exclusively settled by binding arbitration in Hartford, CT, administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitrator shall have exclusive authority at the outset of any proceeding to resolve any dispute relating to the interpretation, scope, applicability, enforceability or formation of the agreement to arbitrate disputes arising under this contract. This includes but is not limited to disputes over the scope, applicability, enforceability or interpretation of any part of this Agreement. The parties further expressly agree that any dispute or question regarding whether a particular demand, claim or matter is subject to confidential arbitration (including questions of arbitrability, jurisdiction or nature of the relief sought) shall be submitted in the first instance exclusively to the arbitrator, and not to any court, for a decision. In the event the arbitrator determines that any

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provision of this Agreement to arbitrate is invalid for any reason, such provision shall be stricken, and all remaining provisions will remain in full force and effect.

The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award any relief that is available under applicable law, including any relief pursuant to statutory rights, other than any relief providing injunctive relief or contract reformation as detailed above. Any provision herein may be waived or amended by mutual agreement of all parties.

16. COMPLIANCE WITH LAWS

Aetna shall comply with all applicable federal and state laws including, without limitation, the Patient Protection and Affordable Care Act of 2010 ("**PPACA**"), and the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**").

17. TERMINATION

This Agreement may be terminated by Aetna or the Customer as follows:

(A) Termination by the Customer – The Customer may terminate this Agreement, or the Services provided under one or more schedules, for any reason, by giving Aetna at least 90 days' prior written notice of when such termination will become effective.

(B) Termination by Aetna and Suspension of Claim Payments –

(1) Aetna may terminate this Agreement, or the Services provided under one or more schedules, for any reason, by giving the Customer at least 90 days' prior written notice of when such termination will become effective.

(2) If the Customer fails to fund claim wire requests from Aetna, or fails to pay Service Fees by the Payment Due Date, Aetna has the right to cease paying claims and suspend Services until the requested funds or Service Fees have been provided. Aetna may terminate the Agreement immediately upon notice to the Customer if the Customer fails to fund claim wire requests or pay the applicable Service Fees in full within five (5) business days of written notice by Aetna.

(C) Legal Prohibition - If any jurisdiction enacts a law or Aetna reasonably interprets an existing law to prohibit the continuance of the Agreement or some portion thereof, the Agreement or that portion shall terminate automatically as to such jurisdiction on the effective date of such law or

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interpretation; provided, however, if only a portion of the Agreement is impacted, the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(D) Responsibilities on Termination –

Upon termination of the Agreement, for any reason other than default of payment by the Customer, Aetna will continue to process runoff claims for Plan benefits that were incurred prior to the termination date, which are received by Aetna within 12 months following the termination date. The Service Fee for such activity is included in the Service Fees described in the Service and Fee Schedule(s). Runoff claims will be processed and paid in accordance with the terms of this Agreement. New requests for benefit payments received after the 12 month runoff period will be returned to the Customer or to a successor administrator at the Customer's expense. Claims which were pended or disputed prior to the start of the runoff period will be handled to their conclusion by Aetna, as well as provider performance or incentive payments paid for prior period performance pay outs, and Customer agrees to fund such claims or payments when requested by Aetna.

The Customer shall continue to fund Plan benefit payments and agrees to instruct its bank to continue to make funds available until all outstanding Plan benefit payments have been paid or until such time as mutually agreed upon by Aetna and the Customer. The Customer's wire line and bank account from which funds are requested must remain open for one year after runoff processing ends, or two years after termination.

Upon termination of the Agreement and provided all Service Fees have been paid, Aetna will release to the Customer, or its successor administrator, all claim data in Aetna's standard format, within a reasonable time period following the termination date. All costs associated with the release of such data shall be paid by the Customer.

18. GENERAL

(A) Relationship of the Parties - The parties to this Agreement are independent contractors. This Agreement is not intended and shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship. Each party shall be solely responsible for all wages, taxes, withholding, workers compensation, insurance and any other obligation on behalf of any of its employees, and shall indemnify the other party with respect to any claims by such persons.

(B) Intellectual Property - 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 this Agreement (the "Aetna IP"). Aetna has granted the Customer a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in this Agreement. Customer agrees 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 this 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 the Customer.

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(C) **Notice -** Notices from Aetna to the Customer under this agreement are valid when delivered, in writing, to the Customer's email address provided at the time this contract was entered into (or such subsequent email address as the Customer has provided to Aetna by notice). Notices from the customer to Aetna are valid when delivered, in writing, to the Customer's Aetna account representative.

(D) **Force Majeure –** With the exception of the Customer's obligation to fund benefit payments and Service Fees, neither party shall be deemed to have breached this Agreement, or be held liable for any failure or delay in the performance of any portion of its obligations under this Agreement, including performance guarantees if applicable, if prevented from doing so by a cause or causes beyond the reasonable control of the party. Such causes include, but are not limited to: acts of God; acts of terrorism; pandemic; fires; wars; floods; storms; earthquakes; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

(E) **Governing Law -** The Agreement shall be governed by and interpreted in accordance with applicable federal law. To the extent such federal law does not govern, the Agreement shall be governed by Connecticut law**.**

(F) **Financial Sanctions –** If Plan benefits or reimbursements provided under this Agreement violate, or will violate any economic or trade sanctions, such Plan benefits or reimbursements are immediately considered invalid. Aetna cannot make payments for claims or Services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written office of Foreign Assets Control (OFAC) license.

(G) **Waiver -** No delay or failure of either party in exercising any right under this Agreement shall be deemed to constitute a waiver of that right.

(H) **Third Party Beneficiaries -** There are no intended third party beneficiaries of this Agreement.

(I) **Severability –** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

(J) **Entire Agreement; Order of Priority -** This Agreement, and the accompanying HIPAA business associate agreement, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes all other agreements, whether oral or written, between the Parties.

(K) **Amendment –** Except as provided for in the Customer's renewal package, no modification or amendment of this Agreement will be effective unless it is in writing and signed by both Parties, except that a change to a party's address of record as set forth in section 18(C) (Notices) may be made without being countersigned by the other party.

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(L) **Taxes –** The Customer shall be responsible for any sales, use, or other similarly assessed and administered tax(and related penalties) incurred by Aetna by reason of Plan benefit payments made or Services performed hereunder, and any interest thereon. Additionally, if Aetna makes a payment to a third party vendor at the request of the Customer, Aetna will assume the tax reporting obligation, such as Form 1099-MISC or other applicable forms.

(M) **Assignment -** This Agreement may not be assigned by either party without the written approval of the other party. The duties and obligations of the parties will be binding upon, and inure to the benefit of, successors, assigns, or merged or consolidated entities of the parties.

(N) **Survival -** Sections 5, 8 through 13 and 17(D) shall survive termination of the Agreement.

(O) **Subcontractors -** The work to be performed by Aetna under the Agreement may, at its discretion, be performed directly by it or wholly or in any part through a subsidiary, an affiliate, or under a contract with an organization of its choosing. Aetna will remain liable for Services under the Agreement. Upon request, Aetna shall provide a written list of Tier 1 subcontractors to the Customer. Tier 1 subcontractors are defined as a subset of Aetna suppliers for whom a portion of the Services provided may include direct Plan Participant contact or significant access to Plan Participant-identifiable data. Not all Aetna suppliers on the list provided are utilized in providing services to all customers or plan participants. Aetna shall make an updated Tier 1 subcontractor list available to the Customer for informational purposes, as requested by the Customer, but no more frequently than once annually, during the term of the Agreement. For the avoidance of doubt, neither Aetna's obligation to provide, nor the Customer's right to receive a Tier 1 subcontractor list under this paragraph, shall constitute a right of the Customer to pre-approve any Aetna subcontractor or a right to require Aetna to terminate any agreements (or services under any agreements) with any Aetna supplier.
Aetna or its subcontractors will access the Customer or Plan Participant data from locations outside of the jurisdiction of the United States; provided that such access (i) is limited to screen viewing of the data, which shall, at all times, remain physically stored in the United States, and (ii) is subject to security controls, including limiting such access to devices with no download, print or storage capability.

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The parties are signing this agreement as of the date stated in the introductory clause.

Brazoria County	**Aetna Life Insurance Company**
By:	By: Katerina Guerraz
Name:	Name: Katerina Guerraz
Title:	Title: Executive Vice President, Chief Operating Officer of Aetna Life Insurance Company

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GENERAL ADMINISTRATION SCHEDULE
TO THE MASTER SERVICES AGREEMENT- 0838904
EFFECTIVE October 1, 2026

This General Administration Schedule describes certain of the Services to be performed by Aetna for the Customer pursuant to the Agreement. The Services described in this schedule apply generally to any medical, dental, pharmacy and behavioral health Plans that are subject to the Agreement. Terms used but not otherwise defined in this schedule shall have the meaning assigned to them in the Agreement.

1. CLAIM SERVICES:

(A) Aetna shall process claims for Plan benefits incurred on or after the Effective Date using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the Plan(s), any applicable provider contract, and the Agreement. Aetna shall issue a payment of benefits and related charges on behalf of the Customer in accordance with section 5 of the Agreement, for such benefits and related charges that are determined to be payable under the Plan(s). With respect to any claims that are denied on behalf of the Customer, Aetna shall notify the Plan Participant of the denial and of the Plan Participant's right of review of the denial in accordance with applicable law.

(B) Where the Plan contains a coordination of benefits clause or antiduplication clause, Aetna shall administer all claims consistent with such provisions and any information concurrently in its possession regarding duplicate or primary coverage. Aetna shall have no obligation to recover sums owed to the Plan by virtue of the Plan's rights to coordinate where the claim was incurred prior to the Effective Date. Aetna has no obligation to bring actions based on subrogation or lien rights, unless the Customer has elected Aetna's subrogation services as indicated in the Service and Fee Schedule.

(C) In circumstances where Aetna may have a contractual, claim or payment dispute with a provider, the settlement of that dispute with the provider may include a one-time payment in settlement to the provider or to Aetna, or may otherwise impact future payments to providers. Aetna, in its discretion, may apportion the settlement to self-funded customers, either as an additional service fee from, or as a credit to, the Customer, as may be the case, based upon specific applicable claims, proportional membership or some other allocation methodology, after taking into account Aetna's cost of recovery. The Customer shall remain liable after termination of the Agreement, for their portion of any settlement payments arising from claims paid while an active customer.

(D) If the Customer wishes to participate in Aetna's enhanced customer servicing framework, the program will be indicated as included in the Service and Fee Schedule. This initiative empowers Aetna's customer service representatives to resolve complex Plan Participant inquiries in a limited number of instances, in accordance with documented guidelines that fall within the context of Aetna's standard claims administration payment and audit procedures. The program allows an authorization of a one-time payment of a previously processed claim. The limits and requirements associated with the program are available to the Customer upon request.

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2. MEMBER SERVICES:

Aetna shall establish and maintain one or more service centers, responsible for handling calls and other correspondence from Plan Participants with respect to questions relating to the Plan and Services under the Agreement.

3. PLAN SPONSOR SERVICES:

(A) Aetna shall assign an experienced Account Management Team to the Customer's account. This team will be available to assist the Customer in connection with the Services provided under the Agreement.

(B) Aetna shall design and install a benefit-account structure separately by class of employees, division, subsidiary, associated company, or other classification reasonably requested by the Customer.

(C) Aetna shall assist the Customer in connection with the design of the Customer's Plan, including actuarial and underwriting support reasonably requested by the Customer, provided that the Customer shall have ultimate responsibility for the content of the Plan and compliance with law in connection therewith.

(D) Aetna shall make employee identification cards available to Plan Participants. Upon request, Aetna will arrange for the custom printing of identification cards, with all costs borne by the Customer.

(E) Upon request of the Customer, Aetna shall provide the Customer with information reasonably available to Aetna relating to the administration of the Plans which is necessary for the Customer to prepare reports that are required to be filed with the United States Internal Revenue Service and Department of Labor.

(F) Aetna shall provide the following reports to the Customer for no additional charge:

(1) Monthly/Quarterly/Annual Reports - Aetna shall prepare the following reports in accordance with the benefit-account structure for use by the Customer in the financial management and administrative control of the Plan benefits:

(a) a monthly listing of funds requested and received for payment of Plan benefits;

(b) a monthly reconciliation of funds requested to claims paid within the benefit-account structure;

(c) a monthly listing of paid benefits;

(d) online access to monthly, quarterly and annual standard claim analysis reports; and

(e) if applicable, monthly, quarterly, or annual HealthFund product reports for customers with at least 100 enrolled lives in each HealthFund to be used for the financial evaluation and management of each HealthFund plan.

(2) Annual Accounting Reports - Aetna shall prepare standard annual accounting reports detailing product specific financial and plan information including enrollment fees and/or rates for each Agreement Period.

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(3) Annual Renewal Reports – Aetna shall prepare standard annual renewal reports detailing product specific financial and plan information, including enrollment fees and/or rates for each Agreement Period.
Any additional reporting formats and the price for any such reports shall be mutually agreed upon by the Customer and Aetna.

(G) Upon request of the Customer, for no additional charge, Aetna shall provide either of the following services in support of the preparation of Plan descriptions:

(1) Prepare an Aetna standard Plan description, including descriptions of benefit revisions; or

(2) Review the Customer-prepared employee Plan descriptions, subject to the Customer's final and sole authority regarding benefits and provisions in the self-insured portion of the Plan.

Upon request of the Customer, Aetna shall prepare a non-standard Plan description, provided the Customer must agree in advance to reimburse Aetna for the costs of that work. If the Customer requires both preparation (1) and review (2), Aetna may require an additional charge.

(H) Upon request of the Customer, Aetna will arrange for the printing of Plan descriptions, with all costs borne by the Customer.

(I) Upon request of the Customer, if applicable, Aetna will provide assistance in connection with the preparation of the Customer's draft Summaries of Benefits and Coverage (SBCs). Aetna may charge an additional fee for such request.

(J) The Customer acknowledges that it has the responsibility to review and approve all Plan documents and SBCs, if applicable, and shall have the final and sole authority regarding the benefits and provisions of the Plan(s), as outlined in the Customer's Plan document. Aetna shall have no responsibility or liability for the content of any of the Customer's Plan documents, or SBC's, if applicable, regardless of the role Aetna may have played in the preparation of such documents.

(K) Medicare Section 111 Reporting - Aetna will facilitate and submit mandatory Medicare Section 111 reporting on behalf of the Plan. In the event of a reporting deficiency due to incorrect or missing information from Customer, any penalties in connection with such deficiency will be the responsibility of Customer.

4. NETWORK ACCESS SERVICES

(A) Aetna shall provide Plan Participants with access to Aetna's network hospitals, physicians and other health care providers ("**Network Providers**") who have agreed to provide services at agreed upon rates and who are participating in the applicable Aetna network covering the Plan Participants. The Customer agrees to comply with all of the applicable terms of Aetna's Network Provider contracts.

(B) Aetna has value-based contracting ("**VBC**") arrangements with Network Providers. These arrangements reward providers based on indicators of value, such as, effective population health management, efficiency and quality care. Contracted rates with Network Providers may be based on fee-for-service

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rates, case rates, per diems, performance-based contract arrangements, risk-adjustment mechanisms, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. These mechanisms may include payments to physicians, physician groups, health systems and other provider organizations, including but not limited to organizations that may refer to themselves as accountable care organizations and patient-centered medical homes, in the form of periodic payments and incentive arrangements based on performance. Aetna will process any incentive payments attributable to the Plan in accordance with the terms of each VBC arrangement. Each Customer's results will vary. It is possible that incentives paid to a particular provider or health system may be required even if the Customer's own population did not experience the same financial or qualitative improvements. It is also possible that incentives will not be paid to a provider even if the Customer's own population did experience financial and quality improvements. Upon request, Aetna will provide additional information regarding our VBC arrangements.

(C) Retroactive adjustments are occasionally made to Aetna's contract rates. Retroactive adjustments may occur, for example, when the federal government does not issue cost of living data in sufficient time for an adjustment to be made on a timely basis, or because contract negotiations were not completed by the end of the prior price period or due to contract dispute settlements. In all cases, Aetna shall adjust the Customer's payments accordingly. The Customer's liability for all such adjustments shall survive the termination of the Agreement.

(D) Aetna may contract with vendors who in turn are responsible for contracting with the providers who perform the health care services, and potentially for certain other services related to those providers such as claims processing, credentialing, and utilization management. Under some of these arrangements, the vendor bills Aetna directly for those services by its network of providers at the vendor's contracted rate with Aetna, and Aetna pays the vendor for those services. In certain cases, the amount billed by the vendor to Aetna, paid pursuant to the plan, includes an administrative fee for delegated services by the vendor. As a result, the amount the vendor pays to the health care provider through the vendor's contract with the provider may be different than the amount paid pursuant to the Plan because the allowed amount under the Plan will be Aetna's contracted rate with the vendor, and not the contracted amount between the vendor and the health care provider.

(E) Aetna reserves the right to set a minimum plan benefit design structure for in-area network claims to which the Customer must comply in order to access a particular Aetna network.

(F) Aetna shall maintain an online directory containing information regarding Network Providers. Upon request and for an additional charge, Aetna shall provide the Customer with paper copies of physician directories.

(G) Aetna makes no guarantee and disclaims any obligation to make any specific health care providers or any particular number of health care providers available for use by Plan Participants or that any level of discounts or savings will be afforded to or realized by the Customer, the Plan or Plan Participants.

(H) Aetna's Network Provider contract with Sutter Health, a health system in Northern California, requires that the Customer agrees to be bound by the terms of the contract including, but not limited to, the dispute

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resolution and binding arbitration provisions. The Customer may request a copy of the Sutter contract to review the terms upon completion of a confidentiality agreement.

5. NON-DIRECT NETWORKS

If Aetna is requested by the Customer, or otherwise arranges for network services to be provided for Plan Participants in a geographic area where Aetna does not have a directly contracted network of providers, (or additional access is requested or advisable), Aetna may contract with another network and or additional providers ("**non-Aetna network**") to provide the network services. With respect to the services provided by providers in the non-Aetna network ("**non-Aetna network providers**"), the Customer acknowledges and agrees that, any other provisions of the agreement notwithstanding:

(A) Aetna may not credential, monitor or oversee the providers or the administrative procedures or practices of any non-Aetna network;

(B) No particular discounts may, in fact, be provided or made available by any particular providers;

(C) Performance guarantees appearing in the agreement may not apply to Services delivered by non-Aetna providers or networks; and

(D) Non-Aetna network providers are not employees or agents of Aetna and may not be contractors or subcontractors of Aetna.

The Customer further agrees that, if Aetna subsequently establishes or expands its own contracted provider network in a geographic area where services are being provided by a non-Aetna network, Aetna may terminate the non-Aetna network contract, and begin providing services through a network that is subject to the terms and provisions of the agreement. The Customer acknowledges that such conversion may cause disruption, including the possibility that a particular provider in a non-Aetna network may not be included in the replacement network.

6. LEGAL RECOVERY SERVICES AND AUTHORIZATIONS

(A) Periodically, Aetna may identify an opportunity to pursue certain recoveries related to the Plan, including, but not limited to, recoveries associated with: governmental and/or Aetna investigations, class action litigation, private mediation, arbitration and/or litigation, and/or settlements or judgments reached in any of the foregoing ("Legal Recoveries"). As part of the administrative services provided by Aetna to the Plan, the Customer authorizes Aetna to determine whether to pursue such Legal Recoveries on the Customer's behalf (including, without limitation, filing litigation and opting the Customer out of class action litigation related to the Plan).

(B) Customer grants Aetna authority over all aspects of the Legal Recovery process, including, but not limited to, the right to: select and retain outside counsel and other third parties (e.g., experts, consultants, etc.), determine matter strategy, opt-out of or participate in a class action (including signing opt-out forms on the Customer's behalf), initiate litigation, and approve or reject any settlement offers.

(C) Aetna's authorizations to pursue Legal Recoveries on the Customer's behalf are retroactive to the effective date of this Agreement and explicitly apply to all claims related to the Plan, whether or not they may have accrued prior to the date of the Legal Recovery Services and Authorization services amendment. To the extent Aetna has already taken such actions on the Customer's behalf consistent with the Legal Recovery Services and Authorization services amendment's terms, Customer retroactively ratifies all such actions.

(D) Aetna will apportion any recovered amounts pro-rata among any impacted customers, based on a reasonable allocation methodology, after taking into account Aetna's cost of recovery.

(E) Upon request, the Customer agrees to cooperate in good faith with Aetna regarding pursuit of Legal Recoveries and to maintain the confidentiality of any information provided by Aetna.

(F) Upon request, Aetna will provide the Customer with a general explanation of any amounts recovered for its Plan.

(G) The Customer acknowledges and agrees that Aetna's efforts are not a guarantee of any Legal Recovery.

(H) Notwithstanding any provisions to the contrary, all authorizations to perform Legal Recoveries will be considered effective unless and until Aetna receives written notice of termination of those authorizations from the Customer.

MEDICAL
SERVICE AND FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT MSA-0838904
EFFECTIVE October 1, 2026

The Service Fees and Services effective for the period beginning October 1, 2026 and ending September 30, 2029 are specified below. They shall be amended for future periods, in accordance with section 4 of the Agreement. Any reference to “Member” shall mean a Plan Participant as defined in the Agreement.

For purposes of this document, Aetna may be referred to using ‘we’, ‘our’ or ‘us’ and Customer may be referred to using ‘you’ or ‘your’.

Option 3: Medical with NACO Only

		Current	Year 1	Year 2	Year 3	
Guarantee Period Effective Date		October 01, 2025	October 1, 2026	October 01, 2027	October 01, 2028	
Guaranteed Medical Administrative Fee (PEPM)*	**Estimated Enrollment**	**Current (No NACO included)**	**October 1, 2026**	**October 1, 2027**	**October 1, 2028**	**% Change**
OA Aetna Select	586	$40.22	$43.02	$43.88	$44.76	2.0%
AHF-OA Aetna Select	902	$43.46	$46.33	$47.26	$48.21	2.0%
Plan Year Service Fees	**1,488**	**$753,238**	**$803,993**	**$820,106**	**$836,577**	

Additional Administrative Fee Guarantee*	OA AS	AHF- OA AS	% Change
Year 4 of 5 (October 01, 2029)	$46.10	$49.66	3.0%
Year 5 of 5 (October 01, 2030)	$47.48	$51.15	3.0%
Year 6 of 6 (October 01, 2031)	$48.90	$52.69	3.0%

Option 3: Medical with NACO Only

*Clarifications

- PEPM is defined as Per Employee, Per Month for subscribers covered under your Aetna medical plan.
- 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.

Administrative Fee Guarantee

Our offer includes an administrative fee guarantee for the Guarantee Period October 1, 2026 to September 30, 2032. The guaranteed administrative fees excludes broker compensation, fee adjustments and other charges listed above. The 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. Programs and Services billed via the Claim Wire and Additional Buy-up services outlined on the Programs and Services exhibit may be subject to annual increases provided at time of renewal.

Prescription Drug Benefits

Includes NACO

Our quotation assumes that prescription drug benefits are included and will be provided by Aetna. Additional pharmacy administrative fees may apply. Refer to our Pharmacy Service and Fee Schedule and Program Summary for additional information.

If you terminate your prescription drug benefits with us, we will increase the ASC Service Fees and the medical trend assumption used for any applicable claim projections or guarantees. You may also be subject to additional charges to integrate data with external Pharmacy vendors. Refer to the reporting charges outlined in the Programs and Services exhibit for more information.

Medical Pharmacy Rebate Retention Credit

This credit assumes Aetna retains 100% of the rebates for pharmacy products administerd and paid through the medical benefit. Refer to the Caveats for more details.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

Programs and Services – Self-Funded	Effective Date: October 01, 2026		
Program Summary	**OA Aetna Select**	**AHF-OA Aetna Select**	

Programs & Services Included in the Service Fee

General Administration	
Experienced Account Management Team	Included
Designated billing, eligibility, plan set up, underwriting	Included
Onsite Open Enrollment Meeting Preparation	Included
Open Enrollment Marketing Material (non-customized)	Included
ID Cards*	Included
Review or draft plan documents	Included
Summary of Benefits and Coverage (SBC)	Included
Claim Fiduciary Option 4	Included
External Review	Included
Claim Administration	Included
Plan Sponsor Liaison	Included
Special Investigations / Zero Tolerance Fraud Unit	Included

Network Services	
Full National Reciprocity*	Included
Institutes of Excellence™ *	Included
Institutes of Quality® (IOQ) Network	Included
Gene-Based, Cellular and other Innovative Therapies (GCIT®) network	Included
National Medical Excellence Program®	Included
Network access	Included

Care Management	
Aetna Compassionate Care℠	Included
Aetna One® Choice	Included
Aetna Advice	Included
Preventive Care Considerations (Electronic)	Included
Utilization Management (Inpatient Precertification, Concurrent Review, Discharge Planning, Retrospective Review)	Included

Member Resources	
Designated Service Center	Included
Provider search (online provider directory)	Included
Member Website and Mobile Experience	Included
Online Programs	Included

Wellness	
24-Hour Nurse Line: 1-800# Only	Included
Aetna Health Your Way™ Health Assessment and Digital Support	Included
Aetna Health Your Way™ Plus (includes MedQuery and Personal Health Record)	Included

Program Summary	OA Aetna Select	AHF-OA Aetna Select	

Allowances	
Health Plan Allowance	Included

Reporting and Integration	
Analytic Consultation from Plan Sponsor Insights (50 Hours)	Included
Clinical Consultation from Plan Sponsor Insights (50 Hours)	Included
ART Reports - New analytic reporting platform	Included
Aetna Health Information Advantage™ (AHIA)	Included
Monthly Financial Claim Detail Reports	Included
Monthly Banking Reports	Included
Monthly Universal File Feed Outbound Medical (12 total reports)	Included
Monthly 3rd Party Stop Loss Vendor Reports (12 total reports)	Included

Behavioral Health	
Managed Behavioral Health	Included
Behavioral Health Condition Management Program - Standard	Included
Applied Behavior Analysis (ABA)	Included

Aetna Discount Program	
at home products, fitness, hearing, LifeMart® shopping website, natural products and services, oral health care, vision, weight management	Included

Program Summary	OA Aetna Select	AHF-OA Aetna Select	

Programs & Services Included in the Claim Wire*

No Surprises Act - Fees*	
No Surprises Act (NSA) claim administration fee (per NSA eligible claim)	$94
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
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

Network Services	
Subrogation*	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
Claim and Code Review Program*	30.0% of savings
National Advantage™ Program (NAP)*	We will retain 40% of savings (includes FCR, IBR)

Wellness	
Aetna Back and Joint Care™ (per engaged member, per year)*	Not to exceed an average of $995

Program Summary	OA Aetna Select	AHF-OA Aetna Select	

Additional Available Programs & Services (per employee, per month unless otherwise noted)

Network Services	
CVS Health Virtual Care™*	$0.40 PEPM

Additional Available Programs & Services Billed through the Claim Wire*

Care Management	
Transform Diabetes Care® 2.0 (per diabetic, per month)*	$14.15
Transform Oncology (per engaged member, per month)*	$79
CVS Weight Management™ (per engaged member, per month)*	$148

Wellness	
LCC Condition Coaching (per engaged member, per month)*	$275

*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-06-27-2025.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.

CVS Health Virtual Care™
In addition to the administrative fees as outlined above, there is a per consultation charge which will be shared by the member and plan sponsor based on type of service provided and member's benefit plan. Specific charges are available upon request.

CVS Weight Management™
CVS Weight Management™ requires pharmacy coverage is provided by Aetna, includes the Weight Management UM Bundle and your pharmacy plan provides coverage for Weight Management drugs. Member engagement is defined as any calendar month in which a two-way interaction (i.e., telephonic, virtual visit, secured messaging, etc.) between the enrolled member and a Registered Dietician takes place. The minimum duration for engagement-based billing is 3 months. CVS Weight Management™ may impact your pharmacy rebates. If implemented, you may receive an updated Pharmacy Service and Fee Schedule (SFS).

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.

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 Professional Claims Repricing Service (PCRS) 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 PCRS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Transform Diabetes Care® 2.0
Members are identified for the program based on diabetes diagnosis codes and at least one other identifier which corroborates diabetes. Additional identifiers may include but are not limited to pharmacy claims for antidiabetic medication, and/or laboratory test results.

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.

National Advantage™ Program (NAP) — Effective Date: October 01, 2026

Program Type	NAP
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
Professional Claims Repricing Service (PCRS) Charged through the claim wire. Not included in billed Administrative Fee. (Not available for in-network only plans)	Not Included
Maximum PEPM NAP fee	$3.75
Out of Network Plan Rate for Facility Services For plans that cover voluntary out-of-network services	Facility Charge Review
Out of Network 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 Professional Claims Repricing Service (PCRS) 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 PCRS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Allowances - Self-Funded — Effective Date: October 01, 2026

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 1	Year 2	Year 3	Year 4	Year 5	Year 6
Plan Year Effective Date	10/01/2026	10/01/2027	10/01/2028	10/01/2029	10/01/2030	10/1/2031
Health Plan	$185,000	$185,000	$185,000	$185,000	$185,000	$185,000
Total	**$185,000**	**$185,000**	**$185,000**	**$185,000**	**$185,000**	**$185,000**

Annual allowance amounts may be adjusted if actual enrollment changes by 15 percent or more from our enrollment assumptions.

Health Plan Allowance

- The **Health Plan allowance** can be used to offset reasonable documented expenses applicable to the Guarantee Period(s) for which it is offered. Your allowance can be used for implementation, communication, reporting, and audit associated with your Aetna Medical plan. Examples of reimbursable expenses include:
  – implementing your contract with us
  – promoting our products, programs or services, such as, educational content and materials for enrollees or prospective enrollees
  – Aetna required technology platforms or our system front-end charges to support our plans
  – communicating with our members
  – auditing our readiness
  – recurring or ad hoc reporting with us
  – reporting costs to integrate our data with third-party vendors.
- Your allowance can also be used to offset reasonable documented wellness-related programs or activities incurred during the Guarantee Period for which the allowance is offered. 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.
- Claims audit expenses must be incurred during the Guarantee Period for which the allowance is offered.
- Should you terminate your contract with us, the allowance cannot be used to fund implementation/communication expenses related to the new carrier's contract.
- Any expenses associated with the implementation, administration or communication of another carrier’s plans, programs or services are also ineligible.

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.

- Health Plan

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 prior to the end of the multi-year Guarantee Period, you'll be responsible for remitting payment for any allowance amounts used during the multi-year Guarantee Period. Payment is due to us within 31 days of the invoice. Termination is defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal.

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".

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 year-end 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 total or by product from the assumed enrollment shown on the Fee exhibit. 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 1.79 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 Professional Claims Repricing Service (PCRS) programs.

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, 2032, then this guarantee is no longer valid.

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.

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.

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.

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.

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 included and will be provided by Aetna.
Additional pharmacy administrative fees may apply. Refer to our Pharmacy Service and Fee Schedule and Program Summary for additional information.
If you terminate your prescription drug benefits with us, we will increase your ASC medical fees and the medical trend assumption used for any applicable claim projections or guarantees. You may also be subject to additional charges to integrate data with external Pharmacy vendors. Refer to the reporting charges outlined in the Programs and Services exhibit for more information.

Pharmacy Rebate Prefund Program

We have offered an alternative to our traditional pharmacy rebate sharing agreement, referred to as Pharmacy Rebate Prefund Program. We have estimated your pharmacy rebates for the 2026 Guarantee Period. With this estimate, we are reducing your monthly medical administrative service fees as outlined in the ASC Fees exhibit. When each quarterly rebate review is performed, any amounts collected which exceed the cumulative Pharmacy Rebate Prefund Program amount will be credited to you through the claim wire.

After the annual reconciliation, if the actual pharmacy rebates earned during the Guarantee Period are less than the Pharmacy Rebate Prefund Program amount, you agree to remit to us the difference within 30 days of the request.

We will re-evaluate our rebate estimates at each renewal during your multi-year Guarantee Period. We will use the updated estimate for each renewal to provide a Pharmacy Rebate Prefund Program amount reduction to your administrative fees for that Guarantee Period.

Stop Loss Reporting

Our quotation assumes stop loss coverage is provided by Aetna and therefore reporting to an external vendor is not required. If we are no longer the stop loss carrier, external reporting charges will apply.

Aetna HealthFund® (AHF)

Our quotation assumes that any Health Reimbursement Account (HRA) for our Aetna HealthFund® plan(s) is funded by you.

Medical Pharmacy Rebates

Rebates for pharmacy products administered and paid through the medical benefit rather than the pharmacy benefit will be retained by Aetna as compensation for our efforts in administering this program.

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 added to a future service fee bill.

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 Explanation of Benefits (EOB)

Unless required by state law, we standardly don’t produce paper EOBs for members registered through our member website. In addition, we don’t produce EOBs for claims when there is no member liability. However, you have requested to continue to produce paper EOBs. An additional charge has been included in your administrative fees. EOBs are always available electronically through our member website. Members can visit www.aetna.com to register and sign in to their account.

Onshore Services

At your request, we have included the cost to handle the following services within the United States. If you'd like to make changes to these services, please contact your Account Manager.

- Member Calls and Correspondence

Certain ancillary services such as imaging, error correction, intake and triage for complaints, grievances and appeals, and internal application

Summary Plan Description (SPD) Modification

We've assumed that the standard SPD language will be used and any customization may require an additional cost.

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, dissemble, 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 (Historical)

Our renewal assumes one historical medical and one historical pharmacy data integration feed. Additional fees will apply if feeds from more than one historical vendor are required.

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.

Data Transfer at Termination

Upon Agreement 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 Fedwire 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 may 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-notices/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-06-27-2025.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.

Value-Based Contracting

A. Introduction to Value-Based Contracting

We have a variety of different value-based contracting (VBC) arrangements with many of our Network Providers. These arrangements compensate providers to improve indicators of value such as, effective population health management, efficiency and quality care.

B. Value-Based Contracting Models

We have VBC arrangements ranging from bundled payments and pay-for-performance approaches to more advanced forms of collaborative arrangements that include integrated technology and case management, aligned incentives and risk sharing. Our VBC models include:

Pay for Performance (P4P). Under P4P programs, we work together with providers (doctors and hospitals) to develop and agree to a set of quality and efficiency measures and their performance impacts their total compensation.

Bundled Payments. In a Bundled Payment model, a single payment is made to doctors or health care facilities (or jointly to both) for all services associated with an episode-of-care. Bundled payment rates are determined based on the total expected costs for a particular treatment, including pre- and post-treatment services, and are set to incentivize efficient medical treatment.

Patient Centered Medical Home (PCMH). In a PCMH, a primary care doctor leads a clinical team that oversees the care of each patient in a practice. The medical practice receives data about their patients' quality and costs of care in order to improve care delivery. Financial incentives can be earned based upon performance on specific quality and efficiency measures.

Accountable Care Organizations (ACOs). In an ACO, we team up with systems of doctors, hospitals and other health care providers to help these organizations manage risk, improve clinical care management, and implement data and technology to connect providers, health plans and patients. The ACO arrangements include financial incentives for the organization to improve the quality of patient care and health outcomes, while controlling costs.

We will continue to evolve our value-based contracting arrangements over time. We employ a broad spectrum of different reimbursement arrangements with providers to advance the goals of improving the quality of patient care and health outcomes, while controlling costs.

C. Value-Based Contracting Example Calculations

A customers' financial responsibility under many VBC arrangement is determined based on provider performance, using an allocation method appropriate for each particular performance program. These methods include: percentage of allowed claims dollars and percentage of paid capitation dollars; number of members; percentage of member months.

Examples

1. Pay for Performance. Percentage of allowed claims dollars and percentage of paid capitation dollars:
   Achieving agreed upon clinical and efficiency performance goals by comparing performance year end to performance year baseline or an industry standard.
   a. Provider earns $100,000 performance-based compensation for the 12-month period January to December;
   b. All plan sponsors, combined incurred $8,500,000 in claims with the provider for the 12-month period January to December;
   c. Plan sponsor incurred $150,000 in claims with the provider for the 12-month period January to December;
   d. Plan sponsor's share of claims costs is ($150,000/$8,500,000) = 1.7647%. Formula: (Plan sponsor incurred claims/All plan sponsors incurred claims);
   e. Plan sponsor's share of the $100,000 performance-based compensation is 1.7647% * $100,000) = $1,764.70, which would be processed as a claim through ordinary self-funded banking channels.

2. Patient Centered Medical Home and Accountable Care Organization. Percentage of member months:
   Achieving agreed upon clinical and efficiency goals as measured by performance year end to performance year baseline or an industry standard.
   a. Provider earns $100,000 performance-based compensation for the 12-month period January to December;
   b. All plan sponsors, combined had 100,500 member months with the provider for the 12-month period January to December;
   c. Plan sponsor had 9,500 member months (for 850 unique members) attributed to the provider for the 12-month period January to December;
   d. Plan sponsor's share of the member months is (9,500/100,500) = 9.4527%. Formula: (Plan sponsor member months/All plan sponsors months);
   e. Plan sponsor's share of the $100,000 performance-based compensation is (9.4527% * $100,000) = $9,452.73, which would be processed as a claim through ordinary self-funded banking channels.

3. Patient Centered Medical Home and Accountable Care Organization. Number of Members:

In addition to Example 2 above, a quarterly Accountable Care Payment (ACP) may be made to the provider to fund activities necessary to meet the financial and clinical objectives. These are paid quarterly either during, or after the end of each quarter. The financial impact is considered in the total financial package negotiated with the provider.

a. We determine the attributed patients for the provider for the quarter April through June;
b. Plan sponsor had 850 members attributed to the provider for the quarter April through June;
c. ACP and FFS payments are incorporated into the final analysis of provider performance against the medical claims target;
d. We apply the agreed upon rate to the attributed patients; i.e. $2.00 per-member, per-month (PMPM) = $6.00 per quarter per member, to determine funding to the provider;
e. Plan sponsor's calculated share is $5,100 ($6.00 * 850), which would be processed as a claim through ordinary self-funded banking channels.

D. General

We will process any payments in accordance with the terms of each VBC arrangement. In each of the VBC models, self-funded plan sponsors reimburse us for any payment attributable to their plan when the payments are made. Each customer’s results will vary. It is possible that payments paid to a particular provider or health system may be required even if the plan sponsor’s own population did not experience the same financial or qualitative improvements. It is also possible that payments will not be paid to a provider even if the customer’s own population did experience financial and quality improvements. A report of VBC charges to a plan sponsor will be available on a quarterly basis.

Upon request, we will provide additional information regarding our VBC arrangements.

DENTAL
SERVICE AND FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT- MSA- 838904
EFFECTIVE October 1, 2026

The Service Fees and Services effective for the period beginning October 1, 2026 and ending September 30, 2027 are specified below. They shall be amended for future periods, in accordance with section 4 of the Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Agreement.

Administrative Service Fees

Effective Date: October 1, 2026 **End Date:** September 30, 2027

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			10/1/2026	
Fee Basis		Mature	Mature	
Dental Fees as Billed (PEPM)	**Estimated Enrollment**	**Current**	**Proposed**	**% Change**
PPO Dental	1,803	$2.66	$2.66	0.00%
Plan Year Service Fees		**$57,552**	**$57,552**	**0.00%**
Service Fee Summary (Plan Year)		**Current**	**Proposed**	**% Change**
Administrative Service Fees		$57,552	$57,552	
Total Fees (incl Discounts, Credits, Broker Comp, Other Charges)		**$57,552**	**$57,552**	**0.00%**

Additional Service Fee Guarantee* (Excluding Other Charges)	% Change
Year 2 of 6 (10/1/2027) Mature	0.00%
Year 3 of 6 (10/1/2028) Mature	2.00%
Year 4 of 6 (10/1/2029) Mature	3.00%
Year 5 of 6 (10/1/2030) Mature	3.00%
Year 6 of 6 (10/1/2031) Mature	3.00%

Clarifications

- PEPM is defined as Per Employee Per Month.
- Please see Programs & Services for additional information. Some services may come at 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.
- Aetna retains 40 percent of the negotiated PPOII savings as a network access charge for this subset of the network

***Service Fee Guarantee**

Our offer includes a service fee guarantee for the guarantee period October 1, 2026 to September 30, 2032. 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.

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 Dental/Medical Integration℠ (DMI)	Yes
Aetna Voice Advantage® Level 2	Yes
Claim Administration	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".

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 a sale.

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 1.75 ratio assumed in this quote.

Projected Processed Claim Transactions (PCT) Per Employee

The actual PCT ratio changes by more than 10 percent from the 3.34 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, 2027, then this guarantee is no longer valid.

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.

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 reserve the right to assess a late payment charge at a 12 percent annual interest rates 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 added to a future service fee bill.

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, dissemble, 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-notices/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.

COALITION PHARMACY SERVICE AND FEE SCHEDULE
MASTER SERVICES AGREEMENT MSA- 0838904
EFFECTIVE October 1, 2026 (“Schedule Effective Date”)

COBRA ADMINISTRATIVE SERVICES
SERVICE AND FEE SCHEDULE
PER OCCURRENCE
MASTER SERVICES AGREEMENT MSA- 0838904
EFFECTIVE October 1, 2026

The Service Fees and Services effective for the period beginning October 1, 2026 and ending September 30, 2029 are specified below. They shall be amended for future periods, in accordance with section 4 of the Agreement.

Implementation and Annual Fees	
Implementation Fee	Waived
Annual Fees	$0.00
Ongoing Service Fees	
New hire COBRA/HIPAA general rights notice and re-notification	$3.40
Qualifying Event Notification	$18.08 per event
COBRA member termination notice	$4.75 per notice
Minimum Monthly Billing per employer	$150.00 per month
Optional Service Fees - NOTE: **Only applicable** if the service is requested by the Customer and performed by Aetna. Optional Service Fee pricing is fixed during the Initial Term of the Agreement and are listed below for transparency.	
Annual Open Enrollment Services (*Per package with a $300.00 minimum plus postage, available after Aetna has been providing administration for a minimum of 90 days.)	$15.00 per package plus postage*
Annual Open-Enrollment Election Form Processing (Service offered if the Plan Sponsor administers the open-enrollment but wants the Open Enrollment form returned to Aetna for processing.)	$5.00 per form processed
Custom Mailings (Non-Standard Notices)	$5.00 per notice
Custom Mailings (Set Up Fee)	$150.00 per hour
Manual Notification Form Processing	$10.00 per form
Summary of Benefits and Coverage Form	$0.60 per page plus postage*
Late Payment Notice	$3.00 per notice
New Hire COBRA/HIPAA General Rights Notice and Renotification	$4.00 per notice
COBRA Participant Termination Notice	$4.75 per notice
Non-Commencement Notice	$3.00 per notice
Optional Government Mandated Notice	$10.00 per notice
Custom Letter Fee	$250.00 flat charge (cannot be waived or reduced)
Premium Disbursement to Carriers (No Fee for remittance to Aetna)	$50.00 per carrier per remittance
Customized Reporting and Web Development	$150.00 per hour - $2,500 Minimum
Special Requests	As mutually agreed upon by the Plan Administrator and Aetna
Rejected/NSF Customer Funding ACH transactions	$50.00 per occurrence of any Customer

	funding ACH pull that is rejected
By the 5th working day of each month, Aetna will provide a bill for all administration from the prior month. Reports detailing the prior month's activity will also be provided for your records. PFS shall retain the 2% administrative fee on the total premium administered for COBRA Participants. Fee shall remain unchanged during the initial twelve (12) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year for the Initial Term of the agreement.	

MEDICAL SERVICES SCHEDULE
TO THE MASTER SERVICES AGREEMENT- MSA-**0838904**
EFFECTIVE October 1, 2026

Subject to the terms and conditions of the Agreement, the medical Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by the Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4, Service Fees, of the Agreement) will be provided by Aetna. Additional Services may be provided at the Customer's written request under the terms of the Agreement. This Schedule shall supersede any previous document(s) describing the Services.

Some programs are available to Plan Participants and other eligible employees as determined by the Customer not otherwise covered under products provided under the Agreement (**"Employee"**).

I. CLAIM FIDUCIARY

The Customer and Aetna agree that with respect to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, or applicable state law as appropriate, Aetna will be the "appropriate named fiduciary" of the Plan for the first two levels of appeal for purpose of reviewing denied claims under the Plan. The Customer understands that the performance of such fiduciary duties under ERISA, or applicable state law as appropriate, necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, the Customer hereby delegates to Aetna discretionary authority to determine initial entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. The Customer shall be the "appropriate named fiduciary" of the Plan for the final voluntary level of appeal conducted by the Customer.

II. EXTERNAL REVIEW

The external review process will be conducted by an independent clinical reviewer with appropriate expertise in the area in question. External Review shall be available for certain "Adverse Benefit Determinations" as defined in 29 CFR 2560.503-1 as amended by 26 CFR 54.9815-2719. It shall also be available for eligible "Final Internal Adverse Benefit Determinations", which is an eligible Adverse Determination that has been upheld by the appropriate named fiduciary (Aetna) at the completion of the internal review process or an Adverse Benefit Determination for which the appeal process has been exhausted. The External Review process shall meet the standards of the Federal Affordable Care Act and utilize a minimum of three accredited Independent Review Organizations. Independent reviewers conduct a de novo review of the information provided to them as part of the External Review process. Both Aetna and Customer acknowledge that neither Plan Participants nor providers will be penalized for exercising their right to an External Review.

The Customer delegates the sole discretionary authority to make the determination regarding the eligibility for external review, under the Plan, to Aetna. If an appeal is denied through the final level of internal appeal, Aetna will determine if it is eligible for ERO. Then Aetna will inform the Plan Participant of the right to appeal through ERO. If the appeal is upheld, Aetna will inform the Plan Participant the

reason for the denial. If the appeal is not eligible for ERO, Aetna will inform the Plan Participant of the reasons for the ineligibility.

The Customer acknowledges that the Independent Review Organizations that make the external review decisions are independent contractors and not agents or employees of Aetna, and that Aetna is not responsible for the decision of the Independent Review Organization.

To assist in conducting such external reviews, the Customer agrees to provide Aetna with the current Plan documents, and any revised, amended, or updated versions no later than the date of any revisions, amendments, or updates.

III. ADDITIONAL AUDIT GUIDELINES

Aetna is not responsible for paying Customers' audit fees or the costs associated with an audit. Aetna will bear its own expenses associated with an audit; provided (i) the virtual audit is completed within five days, and (ii) the sample size is no more than 250 claims. Aetna will notify the Customer prior to the audit, if an audit request would require an additional payment from the Customer for any audits in excess of the aforementioned thresholds.

IV. CARE MANAGEMENT SERVICES

1. Utilization Management:

a. Inpatient and Outpatient Precertification:
A process for collecting information prior to an inpatient confinement (Inpatient Precertification) or selected ambulatory procedures, surgeries, diagnostic tests, home health care and durable medical equipment (Outpatient Precertification). The precertification process permits eligibility verification/confirmation, initial determination of coverage, and communication with the physician and/or Plan Participant in advance of the provision of the procedure, service or supply at issue. Outpatient precertification is not applicable to Indemnity or PPO Products.

b. Concurrent Review:
Concurrent review encompasses those aspects of patient management that take place during the provision of services at an inpatient level of care or during an ongoing outpatient course of treatment. The concurrent review process includes obtaining information regarding the care being delivered; assessing the clinical condition, providing benefit determination, identifying continuing care needs to facilitate appropriate discharge plans, and identifying Plan Participants for other specialty programs such as Case Management or Disease Management.

c. Discharge Planning:
This is an interdisciplinary process that assists Plan Participants as their medical condition changes and they transition from the inpatient setting. Discharge planning may be initiated at any stage of the patient management process. Assessment of potential discharge planning needs begins at the time of notification, and coordination of discharge plans commences upon identification of post discharge needs during precertification or concurrent review. This program may include evaluation

of alternate care settings and identification of care needed after discharge. The goal is to provide continuing quality of care and to avoid delay in discharge due to lack of outpatient support.

d. Retrospective Review:
Retrospective review is the process of reviewing coverage requests for initial certification after the service has been provided or when the Plan Participant is no longer in-patient or receiving the service. Retrospective review includes making coverage determinations for the appropriate level of service consistent with the Plan Participant's needs at the time the service was provided after confirming eligibility and the availability of benefits within the Plan Participant's benefit plan.

Not all services are subject to utilization management. Aetna maintains the discretion as to the particular level and intensity of these utilization management programs. The services subject to utilization review may vary from time to time.

2. Case Management Programs:
The Aetna Case Management program is a collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's health needs in accordance with the Plan through communication and available resources to promote quality, cost-effective outcomes.
Those Plan Participants with diagnoses and clinical situations for which a specialized nurse, working with the Plan Participant and their physician, can make a material impact to the course or outcome of care and/or reduce medical costs will be accepted into the program at Aetna's discretion. Case management staff strives to enhance the Plan Participant's quality of life, support continuity of care, facilitate provision of services in the appropriate setting and manage cost and resource allocation to promote quality, cost-effective outcomes in accordance with the Plan. Case Managers collaborate with the Plan Participant, family, caregiver, physician and healthcare provider community to coordinate care, with a focus on closing gaps in the Plan Participant's care.

Aetna targets two types of case management opportunities:

- Complex Case Management targets Plan Participants who have already experienced a health event and are likely to have care and benefit coordination needs after the event. The objective for Case Managers is to identify care or benefit coordination needs which lead to faster or more favorable clinical outcomes and/or reduced medical costs.

- Proactive Case Management targets Plan Participants, from Aetna's perspective, who are misusing, over-using or under-utilizing the health care system, leading them towards avoidable and costly health events. This program's objective is to confirm gaps in Plan Participants' care leading to their

over-use, misuse, or under-use, and to work with the Plan Participant and their physician to close those gaps.

Case management programs can vary based on the level of advocacy and overall intensity of the programs. The variation is determined by the changing the thresholds by which Plan Participants are identified for outreach. The various case management program options include:

- **Aetna Flexible Medical Model℠** - This program provides the Customer with the option to purchase more clinical resources devoted specifically to their Plan Participants. The Flex Model provides a Single Point of Contact Nurse (SPOC Nurse) and designated team to handle all case management activities for three levels of Flex Model Options, as elected. This team will engage in outbound Plan Participant outreach calls to provide case management support based on specific criteria. Each Flexible Medical Management option provides an increase in member engagement and outreach.

- **Dedicated Units, Designated Units and Care Advocate Teams -** These services were created to help coordinate care, support and resources for Plan Participants under one Care Unit.

    - Aetna's Dedicated Unit provides centralized care management services for pre-certification, utilization management and Case Management.
    - Aetna's Designated Unit is a unit team that provides centralized care management services for pre-certification, utilization management, condition management and Case Management for a specific set of Customers, and
    - Aetna's Care Advocate Team has customized workflows based on the Customer's needs, vendor integration, specialized outreach, and program integration. The Care Advocate Team will:
        - Help the Plan Participant understand their doctor's diagnosis and treatment plan
        - Coordinate care across all Aetna programs to help the Plan Participant to optimize use of Aetna programs,
        - Help the Plan Participant decide what questions to ask the doctor or health care provider, and
        - Support the Plan Participant throughout their treatment and recovery by making follow-up calls and helping them get the support they need.

These services are the basis for National Accounts Targeted Care Solutions and Custom Case Management Solutions.

3. Specialty Case Management Programs:

- **Aetna Compassionate Care℠ Program ("ACCP")** - The Aetna Compassionate Care Program provides additional support to terminally ill Plan Participants and their families. It removes barriers

to hospice and provides more choices for end-of-life care so that the Plan Participant is able to spend time with family and friends outside a hospital setting.

- **ACCP Enhanced Hospice Benefits Package -** The enhanced hospice benefits package includes the following:
  - The option for a Plan Participant to continue to seek curative care while in hospice
  - The ability to enroll in a hospice program with a 12-month terminal prognosis
  - The elimination of the current hospice day and dollar maximum plan limits
  - Respite and bereavement services are included as part of the enhanced hospice benefits. The hospice services provided through a hospice regularly include these services and are coordinated by the hospice agency providing care and the Aetna nurse case manager who precertifies care for the Plan Participant. In addition, bereavement services are available through the Aetna Employee Assistance Program ("**EAP**") for Customers without an EAP vendor.
  - Bereavement counseling shall be available to Plan Participants upon loss of a loved one, and to family and caregivers of a Plan Participant enrolled in ACCP following the death of such Plan Participant.

- **Infertility Case Management:** - Aetna operates two types of infertility programs:
  - Basic Infertility Program coordinates covered diagnostic services and treatment of the underlying medical causes of infertility, helps Plan Participants understand complex infertility treatments and helps control treatment costs through care coordination and patient education.
  - Infertility Case Management Program provides education and information resources for Plan Participants who are experiencing infertility. Depending on the plan selected, the program may guide eligible Plan Participants to a select network of infertility providers for covered or non-covered services. If the services are covered, Aetna's Infertility Case Management Unit issues any appropriate authorizations required under the Plan.

4. National Medical Excellence Program®/Institutes of Excellence™ /Institutes of Quality®:
The National Medical Excellence Program was created to help arrange for access to effective care for Plan Participants with particularly difficult conditions requiring transplants or complex cardiac, neurosurgical or other procedures, when the needed care is not available in a Plan Participant's service area. The program utilizes a national network of experienced providers and facilities selected based on their volume of cases and clinical outcomes. The National Medical Excellence Program Unit provides specialized case management through the use of nurse case managers, each with procedure and/or disease-specific training. There are two networks:

- **The Aetna Institutes of Excellence (IOE)** transplant network was established to enhance quality standards and lower the cost of transplant care for Plan Participants. It is made up of a select group of hospitals and transplant centers that meet quality standards for the number of transplants performed and their outcomes, as well as access criteria for Plan Participants.

- **The Aetna Institutes of Quality (IOQ)** are a national network of health care facilities that are designated based on measures of clinical performance, access and efficiency for orthopedic,

cardiac, and bariatric surgery. Bariatric surgery, also known as weight loss surgery, refers to various surgical procedures to treat people living with morbid or extreme obesity.

5. MedQuery®:

The MedQuery program is a data-mining initiative, aimed at turning Aetna's data into information that physicians can use to improve clinical quality and patient safety. Through the program, Aetna's data is analyzed and the resulting information gives physicians access to a broader view of the Plan Participant's clinical profile. The data which fuels this program includes claim history, current medical claims, pharmacy, physician encounter reports, and patient demographics. Data is mined on a weekly basis and compared with evidence-based treatment recommendations to find possible errors, gaps, omissions (meaning, for example, that a certain accepted treatment regimens may be absent) or co-missions in care (meaning, for example, drug-to-drug or drug-to disease interactions). When MedQuery identifies a Plan Participant whose data indicates that there may be an opportunity to improve care, outreach is made to the treating physician based on the apparent urgency of the situation. For customers who have elected to purchase MedQuery with member messaging feature, in certain situations outreach will be made directly to the Plan Participant by MedQuery, requesting that the Plan Participant discuss with their physician, specific opportunities to improve their care.

When available information reveals lack of compliance with a clinical risk, condition, or demographic-related recommendation for preventive care, a Preventive Care Consideration ("**PCC**") is generated. Paper copies of a PCC, delivered via U.S. Mail, are also available as an additional purchase option.

6. Personal Health Record:

Personal Health Record ("**PHR**") is a collection of personal health information about an individual Plan Participant that is stored electronically. The PHR is designed so that the Plan Participant can maintain his or her own comprehensive health record. In a PHR developed by a health plan, health information is commonly derived from claims data collected during plan administration activities. Health information may be supplemented with information entered by the Plan Participant.

Aetna offers the Aetna CareEngine®-Powered PHR (for Customers who have elected this additional purchase option). The CareEngine-Powered PHR combines the basic functions of a PHR with a personalized, proactive, evidence-based messaging platform. The Plan Participant's PHR is pre-populated with health information from Aetna's claims system. Plan Participants can also input personal health information themselves. An online health assessment is available to facilitate the self-reporting process. The Aetna CareEngine-Powered PHR also offers personalized messaging and alerts based on medical claims, pharmacy claims, and demographic information, and lab reports

7. Aetna Healthy Chapters:

Our expanded family care program goes beyond traditional maternity benefits to deliver inclusive, personalized care – meeting the evolving needs of members across all life stages, for women and men:

- Complex reproductive conditions
- Contraception and sexual health
- Family building and maternal health

- Healthy aging and midlife support

By integrating virtual care, an expanded network and always-on support, we close gaps, reduce medical costs and empower healthier outcomes.

8. Informed Health® Line:

Informed Health Line ("**IHL**") provides Employees with toll-free 24-hour/7 day telephonic access to registered nurses experienced in providing information on a variety of health topics. The nurses can contribute to informed health care decision-making and optimal patient/provider relationships through coaching and support. Informed Health Line has added the Healthwise® Video Library to enhance the Employees access to health information. The Employee can be sent links to health education videos from the Healthwise Video Library, via email.
Available service components include:

- **Nurse Information line 1-800# Only**. This includes toll-free telephone access to the Informed Health Line.
- **Service Plus**. (optional additional purchase) Includes toll-free access to the Informed Health Line; introductory program announcement letter, reminder postcards mailed directly to Employee's homes; and semi-annual activity utilization report.
- **Service Green** (optional additional purchase) IHL Service Green is an environmentally friendly version of the Service Plus option. It provides the same level of service and availability as Service Plus but instead of mailing postcards and reminders, email is used.
- **Optional Service Features**. (optional additional purchase) These features may be purchased in conjunction with the Service Plus or Service Green package and includes an additional introductory kit; and annual Plan Participant or Employee survey and comprehensive results report.

9. Enhanced Clinical Review:

This radiology program is designed, through a clinical prior authorization process, to promote appropriate and effective use of outpatient diagnostic imaging services and procedures. Aetna will provide these services nationally and/or regionally, and interact with, free-standing radiology and/or outpatient network facilities that provide the following services: Computed Tomography/Coronary Computed Tomography Angiograph (CT/CTA), Magnetic Resonance Tomography, Magnetic Resonance Angiography (MRIs/MRAs), Nuclear Medicine and Positron Emission Tomography (PET) and/or PET/CT Fusion, Stress Echocardiography (Stress Echo), and Diagnostic Cardiac Catherization, Sleep Studies and Cardiac Rhythm Implantable procedures (Pacemakers, Implantable Cardioverter-Defibrillators, and Cardiac Resynchronization Therapy). The Enhanced Clinical Review program will typically be administered through relationships with third parties.

10. Aetna Oncology Solutions℠:

The Aetna Oncology Solutions program works with medical oncologists/hematologists, either directly or through a vendor relationship, to identify factors that can make cancer care more effective, more affordable and safer for the Plan Participant. Plan Participants utilize providers who use tools and

technology (data analysis and decision-support tools) to assist them with treatment using the most current medical guidelines and drug therapies considered to be best practices.

11. Lifestyle and Condition Coaching:

Lifestyle and Condition Coaching is part of a population health solution for Employees and their dependents which delivers a holistic, person-centric experience designed to promote healthier and more engaged employees, which in turn, drives improved organizational performance and cost savings. The total health and well-being of each participant is monitored and analyzed using sophisticated and integrated clinical, consumer, behavioral and predictive analytics. A multi-disciplinary care team and digital toolset, helps participants to achieve their health and well-being goals with personalized support, and education.

The standard Lifestyle and Condition Coaching program offering includes lifestyle and condition management coaching. However, customers who choose to focus on lifestyle only or chronic conditions only may purchase standalone options including:

- Lifestyle and Condition Coaching: Lifestyle coaching
- Lifestyle and Condition Coaching: Condition coaching
- Lifestyle and Condition Coaching: Tobacco cessation

Lifestyle and Condition Coaching uses the Aetna Health Index to quantify the difference between the current and optimal health state for an individual or population. The difference between the current to the optimal health state is then scored and used to spot health improvement opportunities across an integrated health profile (e.g. unresolved Care Considerations, nonadherence to chronic medications, uncontrolled diabetes, at-risk for stroke, low-perception of health, etc.). With this approach, Plan Participants achieve a healthier lifestyle and better manage conditions like heart disease, type 2 diabetes, hypertension and obesity.

12. Aetna Health Your Way™:

Aetna Health Your Way provides well-being related digital tools, programs and resources in a new comprehensive online experience designed to promote participant engagement, and includes visuals and graphics that prompt participants' interest and enthusiasm. This includes a health assessment, dynamic MyHealth100 health score, well-being content, and personalized and curated whole health pathways. The platform also offers flexibility to design a strategy that is unique for each customer including the ability to add device integration, activity tracking, incentive administration and challenges.

13. Aetna One® Care Management Programs:

Aetna One Care Management programs addresses chronic and acute conditions holistically, instead of through separate case management and disease management programs. This program supports Plan Participants with an integrated program experience for the Plan Participant. Aetna's One Care program

is condition agnostic, provides a more holistic approach to care , and a higher level of engagement supporting Plan Participants with the most risk and the greatest opportunity for health impacts.

Aetna One Care Management identifies Plan Participants based on assessing their clinical urgency, financial impact, and clinical impact. Based on this assessment, Plan Participants are then assigned to one of three program tracks: high, moderate, or low. Plan Participants would then be targeted for either one-on-one nurse support or through virtual support, providing the appropriate level of support when needed. Plan Participants targeted for one-on-one support will be assigned a single nurse point of contact providing a holistic approach to care. This single nurse model also assigns the same nurse to the other family members for support if needed. Management interactions are tailored to match the Plan Participant's engagement preferences, such as online contact.

These services are the basis for National Accounts Aetna One™ Flex and Aetna One™ Choice offerings.

Aetna One® Advisor is a high-touch, high tech engagement model focused on driving optimal Plan Participant health performance. The data Aetna has about each Plan Participant such as medical claims, lab values, pharmacy data, precertification requests and provider relationships is combined with information from Plan Participants regarding their preferred method of communication (i.e. phone calls, emails, text messages) to transform the health care experience and guide each Plan Participant on their path to better health. This proactive model integrates clinical support and member service. The advocate team is made up of co-located nurses, EAP/Work-life consultants, designated, concierge-level member Advocates, provider network specialists, and a care management associates. This fully integrated service and clinical team reduces the need for transfers and provides members a single point of contact who can address their needs and ambitions, while keeping them engaged over their long-term health care journey.

Aetna One® Advocate is a high-touch, high-tech customer service model that combines data driven processes with the expertise of highly-trained advocates. The data that Aetna has about each Plan Participant such as medical claims, lab values, pharmacy data, precertification requests and provider relationships is combined with information from Plan Participants regarding their preferred method of communication (i.e. phone calls, emails, text messages), and the Plan Participant is paired up with an advocate team. Advocate teams may include concierge-level benefits specialists, nurses, wellbeing professionals, and provider network experts, and are all cross-trained to provide support from benefit questions to complex care management. Advocates also work directly with other internal resources or programs, external vendors and network providers to support Plan Participant and their families.

Aetna One Basics program is a utilization management and precertification only model that carves care/case management out to the plan sponsor. With our Aetna One Basics program, we ensure each Plan Participant gets the care they need from network providers, avoid unnecessary treatment and use

benefit dollars wisely. Our nurses work together to get each Plan Participant the care they need. Aetna One Basics includes coverage and eligibility reviews for precertification and utilization management including concurrent review, discharge planning and retrospective review.

14. Aetna Enhance:

The version of Aetna Advice included with Aetna One Essentials does not include the option to add incentives. This is an incentive buy-up, offered to plan sponsors who have elected the Aetna One Flex or Aetna One Choice care management tiers. The incentives product enables customers to "enhance" their medical cost savings opportunity from Aetna's care management program by adding incentives to existing Aetna Advice preventive and site-of-care campaigns. Incentives will be redeemable for gift cards and will range in value (up to $300 in total per targeted member per calendar year) depending on the medical cost savings generated for each campaign.

15. Cirrus MD:

CirrusMD's text-first, anything next platform connects members directly to a live, licensed doctor. Encounters can also seamlessly shift to include video, voice and images when needed. Members consult with board-certified physicians by in-platform secure text, telephone or video via vendor website or mobile app. Members can access these services for the same cost as an office visit with a network physician in under a minute without having to schedule an appointment. This setup means members can easily access care when their PCP is not available. They do not need to travel, take time off from work or make childcare arrangements. CirrusMD's Platform Includes: Care Delivery Platform, Member online portal ("platform") with easy registration, available both on desktop and in a mobile application ("app").

On-demand consults available by in-platform text, phone, online video and mobile app Integrated visit history and visit notes. Dedicated customer support team that assists members that are having issues with the platform (web and mobile). Customer support is available for live chat messaging during business hours. Support inquiries received outside of business hours receive a reply within 24 hours. General Medical Physicians: Instant, barrier-free access to a physician. There is no chat bot or paywall in the user experience delaying care. CirrusMD's partner organization CMDPN, LLC. directly contracts

with a network of licensed professionals. The number of physicians changes as membership grows.
CirrusMD's licensed contracted physicians are in all 50 states and the District of Columbia.
Per consultation fee includes 7 continuous days of access to a physician at no extra charge.
No time limits on consults, allowing your employees to get care on their schedule.
To enroll on the CirrusMD platform, a member will register through the CirrusMD website or app.

16. **Aetna Back and Joint Care™ :**
Includes Aetna predictive analytics and care management coordination and digital MSK therapy programs from Hinge Health.

17. **Transform Diabetes Care (TDC) Program:**
Most of today's diabetes solutions take a one-size-fits-all approach and do not effectively address the complexity of managing diabetes. Based on our breadth of clinical assets and member clinical data, we know that providing more personalized, actionable solutions for all members with diabetes is the best approach. Leveraging our care management assets and integrating medical and pharmacy data for advanced targeting and interventions, we now have a comprehensive model that addresses diabetes across 5 major treatment categories. By addressing all 5 key categories critical to complete diabetes management: taking the right medication, adherence to medication, preventative screenings, lifestyle & comorbidity management and monitoring blood glucose, this program offers the best chance to lower A1C for members and reduce overall medical and pharmacy costs for clients. Complete condition management increases the depth and breadth of care management for a single condition. Complete diabetes care offers the member individualized support inclusive of local, direct care delivered by an integrated team of pharmacists, Aetna care managers, Minute Clinic providers, and Health Hub specialists.

CVS Medication-Nutrition Management ™, formerly called Deprescribing for Diabetes or DeRX, is buy-up to Aetna's Transform Diabetes Care Program. It provides members with type 2 diabetes access to a comprehensive nutrition program, led by Registered Dieticians and backed by providers, capable of developing personalized nutrition plans for members and titrating medications with oversight from Endocrinologist.

CVS Weight Management™ provides members with access to a comprehensive nutrition program, led by Registered Dieticians and backed up by providers, capable of developing personalized nutrition plans for members as well as adjusting medications when appropriate

18. **Mind Companion**
Mind Companion helps members to navigate to behavioral health benefits, product and services available via their plan sponsors and to identify the next best step to manage their primary mental

health or substance use condition or need. Members will access Mind Companion via an app or website and will first be asked to complete a quick mental health check-in, which will help identify the condition for which a member is seeking support as well as the acuity of that condition. Mind Companion will capture details on all behavioral health benefits and products available to an Aetna medical member, regardless of whether those benefits or products were contracted through Aetna or contracted directly by the plan sponsor. Mind Companion also offers condition-specific self-guided programs that a member can work through on their own time. While the product is designed to be a digital-first model, members who still have questions about the best next step in their mental health journey will have telephonic access to a "navigator" that will be able to help them understand the differences in the care options presented to them. If the digital + coaching version of the product is purchased, 1:1 chat-based coaching will be made available to members. Additionally, members will be offered a telephonic onboarding session with their coach to discuss care goals and needs after opting into the coach discuss care goals and needs after opting into the coaching program. This is the only meaningful difference between the two versions of Mind Companioning program.

19. **Aetna Personal Health Solutions**
    Members can access a single, centralized hub to utilize point solutions for condition networks focused on weight management, diabetes prevention, tobacco cessation, mental well-being, musculoskeletal health, digestive health, cardiometabolic health and women's health.
20. **Cylinder™**
    Cylinder is a virtual digestive healthcare platform that provides personalized, clinician-backed care for gastrointestinal (GI) issues. Cylinder offers a comprehensive approach to digestive health through its digital platform, which includes services from Registered Dietitians and Health Coaches.

    The platform aims to reduce healthcare costs, wait times, and frustrations associated with traditional GI care by offering immediate, expert-led virtual care. Cylinder's services are designed to improve

overall health by addressing the root causes of GI issues and providing ongoing support to create sustainable behavior changes.

Cylinder's patient-centered approach provides:
Personalized Care Plans: Cylinder offers individualized care plans tailored to each member's specific needs. These plans are designed by a team of Registered Dietitians, and Health Coaches.
Immediate, Virtual Access: Members can access care immediately through the platform, reducing wait times and the need for in-person visits. This includes symptom tracking and virtual consultations.
Ongoing Support: The platform provides continuous support to help members manage their digestive health. This includes dynamic content and care plans aimed at creating long-term, sustainable behavior changes.
Cost Reduction: By offering virtual care, Cylinder helps reduce healthcare costs, emergency room visits, and duplicative doctor visits. This approach also improves medication adherence and decreases absenteeism.
Integrated Care: Cylinder integrates with existing in-person care, ensuring that the entire care team is in sync and that members receive coordinated care.
Member Empowerment: The platform empowers members to take control of their digestive health, leading to improved overall well-being and satisfaction.
Key features include:
Microbiome tests: which provides a snapshot of a member's gut bacteria to identify imbalances
Personalized nutrition plan: Guided support for planning meals, avoiding trigger foods, and establishing healthy eating habits
Stool imaging: Clinically validated AI-powered stool imaging
Diet & lifestyle coaching via phone or live chat with a dedicated clinical team that includes Registered Dietitians and Health Coaches
24/7/365 Nurse support: Immediate assistance to help members find relief or determine if emergency medical care is needed, thereby reducing costly ER visits.

21. Aetna Over-the-Counter Health Solution (OTCHS)

Aetna Over-the-Counter Health Solution (OTCHS) is a program that provides the covered individual with a quarterly retail allowance for selected over-the-counter medical related items pain relievers, first aid supplies, allergy relief, feminine care products etc.) through OTC Health Solutions, a CVS Health company.
There are 3 easy ways to redeem the allowance:

- In a CVS store - Visit at any CVS Pharmacy store and select items from the catalog. At the register, the covered individual will supply the cashier with their name and month/day of birth to access the allowance.
- Order online - Register online using the member ID to order products at aet.na/myallowance
- By phone - by calling 1-888-628-2770

22. Aetna Custom Connections™:
Aetna Custom Connections creates one integrated benefits experience, helping customize the existing Aetna member website and mobile app with third-party programs, services, and benefits. This in turn makes our member website and app the “one-stop-shop” for members, guiding them to the right solutions — whether from Aetna or third-party providers — to help increase awareness, access, and navigation.

23. Aetna Custom Connection™ Enhanced:
Aetna Custom Connections creates one integrated benefits experience, helping customize the existing Aetna member website and mobile app with third-party programs, services, and benefits. This in turn makes our member website and app the “one-stop-shop” for members, guiding them to the right solutions — whether from Aetna or third-party providers — to help increase awareness, access, and engagement. With Aetna Custom Connections Enhanced, members receive a comprehensive platform that leverages data insights to deliver personalized recommendations and streamlined access to unique benefits, ultimately fostering greater member engagement and well-being.

V. BEHAVIORAL HEALTH SERVICES

1. Managed Behavioral Health:
A set of services that includes both inpatient and outpatient care management.

- Inpatient Care Management provides phone-based utilization review of inpatient behavioral health (mental health and chemical dependency) admissions intended to contain confinements to appropriate lengths, assure medical necessity and appropriateness of care, and control costs. Inpatient Care Management provides precertification, concurrent review and discharge planning of inpatient behavioral health admissions. These services also include identification of Plan Participants for referral to a Behavioral Health Condition Management program.

- Outpatient Care Management includes precertification on a limited number of selected services. Where precertification is required, the request for services is reviewed against a set of criteria established by clinical experts and administered by trained staff, in order to determine coverage of the proposed treatment. Where precertification is not required, cases are identified for Outpatient Case Management through the application of clinical algorithms.

2. Behavioral Health Condition Management
The Aetna Behavioral Health Condition Management program identifies and engages Employees diagnosed with high-risk acute and chronic behavioral health conditions. Employees enrolled in the program get support with behavior change to improve overall functioning and wellness, which keeps them involved in and compliant with their treatment. The program promotes active collaboration and

coordination of everyone involved in the Employee's medical and behavioral health care, including providers, family, friends and other Aetna clinical programs.

- Base Level Program (Embedded) - Triggers include: high cost claimants, re-admissions, and multiple diagnoses/co-morbidities.

- High Level Program (Optional)
  This option includes quarterly utilization reports. Triggers include: base embedded triggers plus, medical or behavioral health diagnosed conditions, inpatient admission, emergency room ("**ER**") visits for behavioral health.

3. AbleTo

AbleTo performs outreach, on behalf of Aetna, to offer Plan Participants with certain medical conditions or those going through certain life changes, an alternative treatment setting. Outreach is made to offer behavioral health support to Plan Participants using web-based videoconferencing, online interface or telephone support, instead of a face-to-face office visit. AbleTo provides condition-specific, structured, fixed duration support. AbleTo is an in-network provider and its clinical team consists of therapists and behavioral health coaches. Each web-based videoconferencing session, online interface or telephone support session, is subject to Plan terms applicable to a behavioral health office visit, including cost share, deductible, etc.

VI. TECHNOLOGY/WEB TOOLS

1. Online Provider Directory:

Aetna's online participating provider directory--updated daily -- that anyone can use to locate network physicians and other health care providers such as dentists, optometrists, hospitals and pharmacies.

2. Secure Member Portal:

The secure member portal is a Plan Participant website that can be used as an online resource for personalized health and financial information.

3. Metabolic Health in Small Bytes:

Metabolic Health in Small Bytes is a program promoting metabolic syndrome risk reduction and reversal. This program targets the root cause of obesity by using a holistic approach (mental, emotional, and physiological) to help Employees identify underlying reasons for their weight and what barriers may exist which impede weight loss. Classes are taught live in an online virtual classroom. The program is available in multiple formats for convenience and engagement.

4. Aetna Second Opinion:

Aetna Second Opinion, powered by 2nd.MD is a virtual program that provides access to skilled medical specialists who are under contract with our vendor 2nd.MD, to provide advice and second opinions. 2nd.MD has a dedicated 1-800 telephone number, online portal and integrated app. The medical specialists made available through the 2nd.MD program are independent contractors and are neither employees nor agents of 2nd.MD or Aetna. 2nd.MD supports a Plan Participant by onboarding the Plan Participant and assigning them a nurse coordinator, vetting the appropriateness of their second opinion request, connecting the Plan Participant with a 2nd.MD medical specialist based on the Plan

Participant's condition, obtaining all relevant medical records and digitizing, and coordinating the consultation and follow-up. On average, 2nd.MD can provide a plan participant with a second opinion within three days.

5. **2nd.MD Reach:**
   A comprehensive proactive outreach program that uses a plan sponsor's claims data and 2nd.MD predictive model algorithms to engage members who are on the path to a high-cost or high-impact medical event before it happens. It's a best-in-class solution that uses proven strategies to engage members who could benefit the most from a consultation with an elite specialist physician who specializes in their condition.

VII. OTHER SERVICES

1. **Teladoc:**
   Teladoc is a vendor that provides access to providers who are under contract with Teladoc, to provide consultations for non-urgent care needs by telephone. The physicians made available through the Teladoc program are independent contractors and are neither employees nor agents of Teladoc or Aetna.

   Virtual Primary Care (VPC):
   If elected by Customer as indicated on the Medical Service and Fee Schedule, Virtual Primary Care (VPC) allows plan participants 18 and older to receive eligible in-network services through a contracted VPC telemedicine provider with a copay as low as a $0 (members enrolled in qualified high-deductible health plans must meet their deductible before receiving covered non-preventive for as low as $0).

2. **CVS Health Solutions PLLC:**
   CVS Health Solutions PLLC is a vendor that provides access to clinicians who are under contract with CVS Health Solutions PLLC, to provide consultations for non-urgent care and mental health needs via synchronous audio/video using web browsers. The providers made available through the CVS Health Virtual Care benefit are independent contractors and are neither employees nor agents of Aetna.

   Virtual Primary Care (VPC):
   If elected by Customer as indicated on the Medical Service and Fee Schedule, Virtual Primary Care (VPC) allows plan participants 18 and older to receive eligible in-network services through a contracted VPC telemedicine provider with a copay as low as a $0 (members enrolled in qualified high-deductible health plans must meet their deductible before receiving covered non-preventive for as low as $0).

3. **ALEX® Benefits Advisor:**
   ALEX Benefits Advisor ("**ABA**") is an interactive, online decision support tool designed to assist employees in making their benefits elections during open enrollment. A virtual host ("**ALEX**") begins the session by learning about the employee so that he can tailor his approach and content to the needs of the individual. ALEX uses plain language to ask questions about topics such as family status,

dependents, health care needs, lifestyle, financial status and risk tolerance – all the while avoiding insurance jargon often associated with choosing a benefits plan. The online and mobile-friendly experience includes audio, on-screen text and animations to ensure an engaging, personalized interaction.

4. **Aetna Concierge:**
   Aetna Concierge is a level of customer service that provides a dedicated team of Aetna employees to support the delivery of high-touch, tailored service for Customers. The dedicated Aetna Concierges obtain Customer-specific training in order to serve as a single point of contact across the full-spectrum of plan and benefit offerings available to Plan Participants, even if such offerings are external to Aetna. The dedicated team is staffed with more customer service representatives than Aetna's traditional Customer Service Model, without call handle time guidelines, thereby allowing for longer, more relevant Plan Participant interactions. Aetna Concierges use their skills and training to listen for opportunities to educate and empower Plan Participants by sharing insights, providing useful information, and offering guidance through the use of Aetna tools and resources so that Plan Participants become more informed health care consumers. Aetna Concierge include a dedicated team, individual Aetna Concierges can serve as an extension of the Customer benefits team, and as an available single point of contact for Plan Participants via a dedicated, toll-free 800-number, as well as via live web chat through Aetna's secure member portal.

5. **Onsite Health Screening Services:**
   Aetna's Onsite Health Screening Services help employers engage and educate their Employees about wellness at the workplace. These offerings provide turnkey solutions to support employers' overall wellness strategies, increase consumerism and promote informed-decision making. Offerings include Onsite Health Screenings, Workshops, Special Awareness Campaigns; and Educational Resources. Aetna may contract with nationally recognized vendors to administer Onsite Health Screening Services, and such vendors may be subject to change.

6. **Mindfulness at Work:**
   Aetna's Mindfulness at Work program is an evidence-based mind-body solution that targets Employees with stress. The program teaches evidence-based stress management skills, including mindfulness awareness, breathing techniques and emotions management. Classes are taught live in an online virtual classroom. The program is available in multiple formats for convenience and engagement.

7. **eM Life:**
   The eM Life platform offers daily, live short-form classes, an on-demand library of audio and video content, working memory game, well-being articles, meditation timer, and an annual engagement campaign. Available via web browser and mobile devices.

8. **Aetna Fitness Reimbursement Program:**
   The Aetna Fitness Reimbursement Program (the "**Program**"), powered by GlobalFit®, is available to Employees. The Program provides reporting and reimbursement for fitness expenses, including fitness

club/gym dues, group exercise class fees for classes led by certified instructor; fitness equipment purchases; personal training; and weight management and nutrition counseling sessions.

9. ID Cards:

Upon the Customer's request, Aetna will include third party vendor information on Plan Participant identification cards. In such event, the Customer shall indemnify Aetna, its affiliates and their respective directors, officers, and employees from that portion of any actual third party loss (including reasonable attorney's fees) resulting from the inclusion of such third party vendor information on identification cards.

10. Subrogation Services:

Aetna will provide subrogation/reimbursement services when the Customer's summary plan description (SPD) is finalized, available to the Customer's employees, and includes subrogation/reimbursement language.

Aetna does not delay processing or deny claims for subrogation/reimbursement purposes.

Aetna has the exclusive discretion to: (a) decide whether to pursue potential recoveries on subrogation/reimbursement claims; (b) determine the reasonable methods used to pursue recoveries on such claims, except with respect to initiation of formal litigation; and (c) decide whether to accept any settlement offer relating to a subrogation/reimbursement claim. Aetna shall advise the Customer if the pursuit of recovery requires initiation of formal litigation. In such event, the Customer shall have the option to approve or disapprove the initiation of litigation. Subrogation /reimbursement services will be delegated to an organization of Aetna's choosing.

The subrogation/reimbursement fee is outlined in the Service and Fee Schedule and includes reasonable expenses such as (a) collection agency fees, (b) police and fire reports, (c) asset checks, (d) locate reports and (e) attorneys' fees. If no monies are recovered as a result of the subrogation/reimbursement service, no fee will be charged to the Customer.

Subrogation/reimbursement recoveries will be credited to the Customer net of fees charged by Aetna.

Aetna does not credit individual Plan Participant claims for subrogation/reimbursement recoveries.

The Customer must notify Aetna should the Customer pursue, recover by settlement or otherwise waive any subrogation/ reimbursement claim, or instruct Aetna to cease pursuit of a potential subrogation claim.

Aetna will be entitled to the subrogation/reimbursement fee, which will be calculated based on the full amount of claims paid at the time the Customer settles the file or instructs Aetna to cease pursuit.

The Customer must notify Aetna of its election to terminate the subrogation/reimbursement services provided by Aetna. All claims identified for potential subrogation/reimbursement recovery prior to the date notification of such election is received, including both open subrogation files and matters under

investigation, shall be handled to conclusion by Aetna and shall be governed by the terms of this provision.

Aetna does not handle new subrogation/reimbursement cases on matters identified after the Customer's termination date.

11. National Advantage Program (NAP):

There are three components to NAP: Contracted Rates (with or without Professional Claims Repricing), Facility Charge Review and Itemized Bill Review. Plans enrolled in NAP automatically have access to NAP's Contracted Rates component. The Contracted Rates component also includes Professional Claims Repricing, if warranted, based on the plan's out-of-network rate structure. Plans enrolled in the Contracted Rates component have two optional components that are available: Facility Charge Review and Itemized Bill Review. Unless otherwise agreed in writing, only the NAP components selected by the Customer in the Service and Fee Schedule will be provided by Aetna.

A. Facility Charge Review ("FCR") Component

FCR applies to inpatient and outpatient facility claims for which a Pre-Negotiated Contracted Rate is not available and for which the claim amount exceeds a certain threshold as determined by Aetna. Through the FCR component, Aetna establishes a charge for a Plan benefit in the geographic area where such benefit was provided to the Plan Participant ("**Recognized Charge**"). The Recognized Charge is based on the provider's estimated cost, including an anticipated profit margin. The claim will be priced based on the Recognized Charge. Even with FCR, if a provider refuses to agree to a negotiated rate, claims may be priced at billed charges in certain circumstances.

B. Itemized Bill Review ("IBR") Component

IBR applies to inpatient facility claims submitted by Aetna network providers (directly contracted) if (a) the submitted claim amount exceeds a certain threshold as determined by Aetna; and (b)

Aetna's contracted rate with the provider uses a "percentage of billed charges" methodology. Aetna refers to these as "**IBR Claims**."

Aetna will forward IBR Claims to a vendor to review and identify any billing inconsistencies and errors. The vendor reports back the amount of eligible charges after adjusting for any identified inconsistencies and errors. Aetna then pays the claim based on the adjusted bill.

C. Terms and Conditions

(i) NAP Fees

(a) The Customer's fees for the NAP program are charged as a percentage of the Savings achieved for a claim paid under NAP ("**NAP Fee**"), as described in the Service and Fee Schedule. For purposes of calculating the NAP Fee, the following definitions shall apply:

- "**Savings**" means the difference between (i) the Reference Price, and (ii) the NAP priced amount.

(b) The Customer will not owe any NAP Fees with respect to amounts that are the financial responsibility of Aetna, such as when Aetna writes stop loss insurance and the individual or aggregate limit, as applicable, is reached.

(c) If Aetna pays more than the Reference Price, the Savings will be defined as zero.

(d) NAP Fees will be credited back to the Customer for any Savings subsequently reduced or eliminated for which the Customer has already paid a NAP Fee.

(e) Aetna will provide a quarterly report of Savings and NAP Fees. NAP Fees may be included with claims in other reports.

(ii) Plan Participant Information Regarding NAP

The Customer shall inform Plan Participants of the availability of NAP Providers. Further, the Customer's Summary Plan Description specifying coverage for out-of-network health services must conform to Aetna requirements. Aetna shall provide information regarding NAP

Providers on Aetna's online provider listing, on our website at www.Aetna.com or by other comparable means.

(iii) Customer Acknowledgements
Customer acknowledges that:

(a) Aetna does not credential, monitor or oversee those providers who participate through Vendor Accessed Rates. NAP Providers participating in the Contracted Rates component may not necessarily be available or convenient.

(b) The following claim situations may not be eligible for NAP:

- Claims involving Medicare when Aetna is the secondary payer
- Claims involving coordination of benefits (COB) when Aetna is the secondary payer
- Claims that have already been paid directly by the Plan Participant.

(iv) General Provisions

(a) Aetna's only liability to the Customer for any loss of access to a discount arising under or related to NAP, regardless of the form of action, shall be limited to the NAP Fee actually paid to Aetna by the Customer for services rendered. Any performance standards agreed to by Aetna and set forth in the Agreement are not affected by this provision and shall remain in effect.

(b) The terms and conditions of NAP shall remain in effect for any claims incurred prior to the termination date that are administered by Aetna after the termination date.

DENTAL SERVICES SCHEDULE
TO THE MASTER SERVICES AGREEMENT- MSA-**0838904**
EFFECTIVE October 1, 2026

Subject to the terms and conditions of the Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by the Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4 of the Agreement) will be provided by Aetna. Additional Services may be provided at the Customer's written request under the terms of the Agreement. This Schedule shall supersede any previous documents describing the Services.

I. CLAIM FIDUCIARY

The Customer and Aetna agree that with respect to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, or applicable state law as appropriate, Aetna will be the "appropriate named fiduciary" of the Plan for the first two levels of appeal for purpose of reviewing denied claims under the Plan. The Customer understands that the performance of such fiduciary duties under ERISA, or applicable state law as appropriate, necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, the Customer hereby delegates to Aetna discretionary authority to determine initial entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. The Customer shall be the "appropriate named fiduciary" of the Plan for the final voluntary level of appeal conducted by the Customer.

II. ADDITIONAL AUDIT GUIDELINES

Aetna is not responsible for paying Customers' audit fees or the costs associated with an audit. Aetna will bear its own expenses associated with an audit; provided (i) the virtual audit is completed within five days, and (ii) the sample size is no more than 250 claims. Aetna will notify the Customer prior to the audit, if an audit request would require an additional payment from the Customer for any audits in excess of the aforementioned thresholds.

III. DENTAL MANAGEMENT SERVICES

1. Dental Utilization Management:

The Dental utilization management program provides for appropriate review, by licensed dentists and other dental professionals, of certain dental claims, as well as of voluntary predeterminations, in order to assist in making coverage determinations based on the necessity and appropriateness of services rendered to treat Plan Participants' dental conditions.

2. Dental/Medical Integration (DMI) Program:

The DMI program is designed to educate Plan Participants on the impact of good oral health care on the management of certain diseases and conditions. Plan Participants identified with diabetes, coronary artery disease/cerebrovascular disease or who are pregnant, are sent educational materials

explaining the correlation between their disease or condition and periodontal disease. The following programs are included:

- Enhanced Benefit Program for Pregnant Women (offers additional benefits, i.e., an additional cleaning).
- Enhanced Benefit Program for Diabetes and Coronary Artery Disease (offers additional benefits, i.e., an additional cleaning).
- Member Outreach Program (educational materials sent to Plan Participants or outreach phone calls made to Plan Participants encouraging the importance of oral care).

IV. TECHNOLOGY/WEB TOOLS

1. Online Provider Directory

Aetna's online participating provider directory--updated daily -- that anyone can use to locate network physicians and other health care providers such as dentists, optometrists, hospitals and pharmacies.

2. Secure Member Portal

- Aetna‘s secure member portal is a Plan Participant website that can be used as an online resource for personalized health and financial information.

V. ID CARDS

Dental ID cards are not required to obtain dental services; therefore Aetna does not mail ID cards to Plan Participants. However, Plan Participants can print their card by going to their secure website at www.aetna.com.

Upon the Customer’s request, Aetna will include third party vendor information on Plan Participant identification cards. In such event, the Customer shall indemnify Aetna, its affiliates and their respective directors, officers, and employees from that portion of any actual third party loss (including reasonable attorney’s fees) resulting from the inclusion of such third party vendor information on identification cards.

VI. DENTAL SAVINGS PROGRAM

1. Available Program

Dental PPO II Network Program (PPO II).

PPO II dental Providers are considered participating providers in the Customer’s Plan, and Covered Services rendered by such Providers will be paid as in-network services in accordance with the terms of the Customer’s Plan. When available, the Contracted Rates with PPO II Providers may result in savings for the Customer and Plan Participants. Aetna contracts with one or more third-party network vendors to access their Contracted Rates with Providers. The Providers have agreed to accept the Contracted Rate and not to balance bill Plan Participants.

2. Terms and Conditions Applicable to the Program

A. Customer Charges For Provider Payments

For Plan benefits rendered by a Provider for which Aetna has accessed a Contracted Rate, the Customer shall be charged the amount paid to the Provider, less any applicable coinsurance and/or deductible owed by the Plan Participant under the Plan.

B. Access Fees
   (i) As compensation for the services provided by Aetna under the program for Savings achieved, the Customer shall pay an Access Fee to Aetna as described in the Service and Fee Schedule (excluding Savings with respect to claims for which Aetna is liable for funding, e.g., claims in excess of an individual or aggregate stop loss point).
   (ii) Aetna shall provide a quarterly report of Savings and Access Fees. Access Fees may be included with claims in other reports.

C. Plan Participant Information Regarding the Program
   The Customer is responsible for informing Plan Participants of the availability of the program.

D. Definitions
   As used in this section VI:

   "Access Fee" means the amount to be paid by the Customer to Aetna for access to the Savings provided under the program, as indicated in the Service and Fee Schedule.

   "Contracted Rate" means the amount the Provider has agreed to accept as payment under the Provider's contract with a third party network vendor.

   "Provider" means those dentists and other dental care providers who have agreed pursuant to a contract with a third-party network vendor to provide Plan benefits at a Contracted Rate under the program.

   "Recognized Charge" is defined in the Customer's Plan. Where a similar term (such as "reasonable charge amount") is used in the Customer's Plan instead of "recognized charge", it will have the same meaning as Recognized Charge.

   "Savings" means, for the PPOII Program, the difference between the average charges for the area as identified in the FAIR Health claims database and the Contracted Rate. For any Plan benefit where the Recognized Charge is lower than the Contracted Rate, the Savings will be zero.

The Customer acknowledges that:

(i) Aetna does not credential, monitor or oversee those Providers who participate through third party contracts. Providers in the program may not necessarily be available or convenient.

(ii) For the Dental PPO II Network Program, information about participating PPO II Providers can be found on Aetna's online provider listing, on our website at www.Aetna.com or by other comparable means. PPO II Providers listed on the online provider listing may not necessarily be available or convenient.

(iii) The following claim situations may not be eligible for the program:

- Claims involving Medicare when Aetna is the secondary payer
- Claims involving coordination of benefits (COB) when Aetna is the secondary payer

E. General Provisions

(i) Aetna's only liability to the Customer for any loss of access to a discount arising under or related to the program, regardless of the form of action.

(ii) The terms and conditions of the program shall remain in effect for any claims incurred prior to the termination date that are administered by Aetna after the termination date.

COALITION PRESCRIPTION DRUG SERVICES SCHEDULE
MASTER SERVICES AGREEMENT MSA- 0838904
EFFECTIVE October 1, 2026 ("Schedule Effective Date")

Subject to the terms and conditions of the Agreement, management or administration of prescription drug benefits selected by Participating Group in the Pharmacy Group Pharmacy Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4, Service Fees, of the Agreement) 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. This Schedule shall supersede any previous document(s) describing the Services.

I. SCHEDULE TERM

The initial term of this Schedule shall be 36 months beginning on the Schedule Effective Date (referred to as an "Agreement Period"). This Schedule will automatically renew for additional Agreement Periods (successive one-year terms) unless otherwise terminated pursuant to the Agreement.

II. FIDUCIARY

Aetna and Participating Group acknowledge and agree that Coalition shall not be (i) the administrator of any Plan for any purpose; (ii) a named fiduciary with respect to any Plan for purposes of ERISA or any applicable state law; (iii) delegated discretionary authority or responsibility, or exercise discretionary authority or control, with respect to any Plan or its administration; or (iv) deemed a fiduciary with respect to any Plan for purposes of ERISA or any applicable state law. Aetna and Participating Group further acknowledge and agree that Coalition shall not have any control or authority with respect to any assets of any Plan, including but not limited to the investment or disposition thereof.

III. EXTERNAL REVIEW

The external review process will be conducted by an independent clinical reviewer with appropriate expertise in the area in question. External Review shall be available for certain "Adverse Benefit Determinations" as defined in 29 CFR 2560.503-1 as amended by 26 CFR 54.9815-2719. It shall also be available for eligible "Final Internal Adverse Benefit Determinations", which is an eligible Adverse Determination that has been upheld by the appropriate named fiduciary (Aetna) at the completion of the internal review process or an Adverse Benefit Determination for which the appeal process has been exhausted. The External Review process shall meet the standards of the Federal Affordable Care Act and utilize a minimum of three accredited Independent Review Organizations. Independent reviewers conduct a de novo review of the information provided to them as part of the External Review process. Both Aetna and Participating Group acknowledge that neither Plan Participants nor providers will be penalized for exercising their right to an External Review.

Participating Group delegates the sole discretionary authority to make the determination regarding the eligibility for external review, under the Plan, to Aetna. If an appeal is denied through the final level of internal appeal, Aetna will determine if it is eligible for ERO. Then Aetna will inform the Plan Participant of the right to appeal through ERO. If the appeal is upheld, Aetna will inform the Plan Participant the reason for the denial. If the appeal is not eligible for ERO, Aetna will inform the Plan Participant of the reasons for the ineligibility.

Participating Group acknowledges that the Independent Review Organizations that make the external review decisions are independent contractors and not agents or employees of Aetna, and that Aetna is not responsible for the decision of the Independent Review Organization.

To assist in conducting such external reviews, Participating Group agrees to provide Aetna with the current Plan documents, and any revised, amended, or updated versions no later than the date of any revisions, amendments, or updates.

IV. DEFINITIONS

When used in this Schedule and/or the Coalition Pharmacy Service and Fee Schedule, all capitalized terms shall have the following meanings if not already defined in the Agreement:

"**AWP**" means the "average wholesale price" for a standard package size of a Prescription Drug from the most current pricing information provided to us by Medi-Span Master Drug Database (MDDB) (with supplements) or any other nationally available reporting service of pharmaceutical prices as selected by us. We use a single data reporting source for determining a Pharmacy Group's AWP pricing. The standard package size applicable to a Mail Order Pharmacy shall mean the actual package size dispensed. The standard package size applicable to a Participating Retail Pharmacy shall be the actual package size dispensed as reported by the Participating Retail Pharmacy to CVS Caremark. The AWP for individual Claims will not be an average and will not in any way be calculated, altered, adjusted or assigned an alternate National Drug Code (NDC) number. This includes products with a new NDC number assigned by a re-packager, manufacturer, or mail order facility that differs from the original manufacturer AWP price for the same product.

"Benefit Cost(s)" means the cost of providing Covered Services to Plan Participants and includes amounts paid to Participating Pharmacies and other providers. Benefit Costs do not include Cost Share amounts paid by Plan Participants. Benefit Costs do not include Service Fees. The Benefit Cost includes any Dispensing Fee paid to a Participating Pharmacy or other provider for dispensing covered medications to Plan Participants.

"Benefit Plan Design" means the terms, scope and conditions for Prescription Drug or device benefits under a Plan, including Formularies, exclusions, days or supply limitations, prior authorization or similar requirements, applicable Cost Share, benefit maximums and

any other features or specifications as may be included in Plan documents, as communicated by Participating Group to Aetna in accordance with any implementation procedures described herein. Participating Group shall disclose to Plan Participants any and all matters relating to the Benefit Plan Design that are required by law to be disclosed, including information relating to the calculation of Cost Share or any other amounts that are payable by a Plan Participant in connection with the Benefit Plan Design. Participating Group acknowledges that it is responsible for determining whether products or services added by Participating Group to the Benefit Plan Design are compliant with the laws applicable to Participating Group's plan.

"Biosimilar Drug" means a biological product that is highly similar to a biological product already approved by the FDA (i.e. reference product) and is licensed and approved by the FDA as a biosimilar under Section 351(k) of the Public Health Service Act, as added by the Biologics Price Competition and Innovation Act of 2009, notwithstanding minor differences in clinically inactive components but otherwise no clinically meaningful differences between the biologic product and the reference products in terms of safety, purity and potency of the product.

"Brand Drugs" shall mean drugs or devices for which the Medi-Span Multisource Code field contains "M" (co-branded product), or "N" (single source brand), or "O" (originator). For purposes of adjudication only, in limited circumstances, Aetna may override the M, N, or O indicators and deem the drug to be a Generic Drug through review of additional information including other Medi-Span data, FDA application data (NDA/ANDA) and price.

"Calculated Ingredient Cost" means the lesser of:

a) AWP less the applicable percentage Discount;
b) MAC; or
c) U&C Price.

The Calculated Ingredient Cost does not include the Dispensing Fee or sales tax, if any. The amount of the Calculated Ingredient Cost payable by the Participating Group is net of the applicable Cost Share.

"Claim" or **"Claims"** means any electronic or paper request for payment or reimbursement arising from a Participating Pharmacy providing Covered Services to a Plan Participant in accordance with the terms of this Agreement in connection with a Participating Group's Plan.

"Compound Prescription" means a Prescription Drug which would require the dispensing pharmacist to produce an extemporaneously produced mixture containing at least one Federal Legend drug, the end product of which is not available in an equivalent commercial form. For purposes of this Schedule, a prescription will not be considered a Compound Drug

if it is reconstituted or if the only ingredient added to the prescription is water, alcohol, a sodium chloride solution or other common diluents.

"Concurrent Drug Utilization Review" or **"Concurrent DUR"** means the review of drug utilization when an On-Line Claim is processed by Aetna at the point of sale.

"**Cost Share"** means that portion of the charge for a Prescription Drug or device dispensed to a Plan Participant that is the responsibility of the Plan Participant as provided in the applicable Plan, including coinsurance, copayments, deductibles and penalties, and may be a fixed amount or a percentage of an applicable amount. Cost Share will be calculated on the basis of the rates charged to the Participating Group by Aetna for Covered Services except as required by law to be otherwise.

"Covered Services" means Prescription Drugs, Specialty Products, over-the-counter medications or other services or supplies that are covered under the terms and conditions set forth in the description of the Plan.

"Discount" means the percentage deduction from AWP that is to be taken into account by Aetna in determining the Calculated Ingredient Cost.

"Dispensing Fee" means an amount agreed by the Participating Group and Aetna in consideration of the costs associated with a Participating Pharmacy dispensing medication to a Plan Participant.

"DMR Claim" means a direct member (Plan Participant) reimbursement claim.

"Drug Classification" means that CVS Caremark shall use Medi-Span Master Drug Database (Medi-Span) indicators, and their associated files, or indicators provided by another nationally available reporting service of pharmaceutical drug information, in helping to determine the classification of drugs (e.g., Prescription Drug vs. OTC, Brand Drug vs. Generic Drug, Single-Source vs. Multi-Source) for purposes of this Agreement.

"Formulary" or **"Formularies"** means the list(s) of Prescription Drugs and supplies approved by the U.S. Food and Drug Administration ("FDA") developed by Aetna which classifies drugs and supplies for purposes of benefit design and coverage decisions.

"Generic Drugs" shall mean drugs or devices for which the Medi-Span Multisource Code field contains a "Y" (generic). In addition, Claims with DAW 5 code ("House Generics") shall be classified as Generic Drug Claims. For purposes of adjudication only, in limited circumstances, Aetna may override the M, N, or O indicators and deem the drug to be a Generic Drug after a review of additional information including other Medi-Span data, FDA application data (NDA/ANDA) and price.

“Implementation Credit” if applicable, is a credit provided to the Participating Group to cover specific costs related to the transition from another vendor to Aetna and further described in the Fee Schedule

“Limited distribution drugs (LDDs) and exclusive distribution Specialty Products” are only available through a limited number of pharmacy providers due to exclusive or preferred vendor arrangements with drug manufacturers.

“Mail Order Pharmacy” or **“Specialty Pharmacy”** means a licensed mail order and specialty pharmacy designated by Aetna to provide or arrange for Covered Services to Plan Participants.

“Manufacturer Administrative Fees” means the administrative fees received by Aetna or its affiliate from pharmaceutical companies for administrative services rendered in its capacity as a group purchasing organization for the Plan in contracting for Rebates and administering Rebate contracts.

“Maximum Allowable Cost” or **“MAC”** means the cost basis for reimbursement established by Aetna, as modified from time to time, for the same dose and form of Generic Drugs which are included on Aetna’s applicable MAC List.

“MAC List(s)” means the lists of MAC payment schedules for Prescription Drugs, devices and supplies identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case the Brand Drug may also be on the MAC List) and developed and maintained or selected by Aetna and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of drug manufacturers, utilization and/or pricing volatility.

“National Average Drug Acquisition Cost” or **“NADAC”** means the published NDC-11 specific NADAC as reported by CMS, on the date dispensed. The NADAC for individual Claims will not in any way be calculated, altered, adjusted or assigned an alternate National Drug Code (NDC) number.

“National Drug Code” or **“NDC”** means a universal product identifier for human drugs. The National Drug Code Query (NDCQ) content is limited to Prescription Drugs and a few selected OTC products. The National Drug Code (NDC) Number is a unique, eleven-digit, three-segment number that identifies the labeler/vendor, product, and trade package size.

“On-Line Claim” means a claim that (i) meets all applicable requirements, is submitted in the proper timeframe and format, and contains all necessary information, and (ii) is submitted electronically for payment to Aetna by a Participating Pharmacy as a result of provision of Covered Services to a Plan Participant.

"Participating Group" means an active plan sponsor client of Coalition which elects for prescription drug benefits through Coalition, provided, however, that "Participating Group" shall in no event mean any group which enters into an independent contract with Aetna for the provision of prescription benefit management services to members of that group outside of the Coalition arrangement. If a Participating Group ceases to be an active member of Coalition, it will no longer be eligible to participate in the Coalition arrangement or receive the benefit of Coalition pricing. Coalition will notify Aetna when a Participating Group ceases to be an active member of Coalition.

"Participating Pharmacy" means a Participating Retail Pharmacy, Mail Order Pharmacy or Specialty Pharmacy.

"Participating Retail Pharmacy" means any licensed retail pharmacy that has entered into an arrangement with Aetna to provide Covered Services to Plan Participants.

"**Pharmacy Service and Fee Schedule**" means a document entitled same and incorporated herein by reference setting forth certain guarantees (if applicable), underlying conditions and other financial information relevant to Participating Group.

"Precertification" means a process under which certain drugs require precertification (prior approval) before Plan Participants can obtain them as a covered benefit. Aetna's Precertification unit must receive prior notification from physicians or their authorized agents requesting coverage for medications on the Precertification List.

"Prescriber" means an individual who is appropriately licensed and permitted by law to order drugs that legally require a prescription.

"Prescription Drug" means a legend drug that, by law, cannot be sold without a written prescription from an authorized Prescriber. For purposes of this Schedule, insulin, certain supplies, and devices shall be considered a Prescription Drug.

"Prospective Drug Utilization Review" or **"Prospective DUR"** means a review of drug utilization that is performed before a prescribed medication is covered under a Plan.

"Rebates" means the formulary rebates received by Aetna from various pharmaceutical companies, whether directly or indirectly, including in Aetna's capacity as a group purchasing organization for the Plan, that are attributable to the utilization of Covered Products by Members, including price/inflation protection and Manufacturer Administrative Fees.

"Rebate Guarantee" means the Rebate amount that Aetna guarantees the Participating Group will receive as set forth in the Pharmacy Service and Fee Schedule.

"Retrospective Drug Utilization Review" or **"Retrospective DUR"** means a review of drug utilization that is performed after a Claim for Covered Services is processed.

"Single Source Generics" means those generics having fewer than two FDA-approved Abbreviated New Drug Application (ANDA) manufacturers (not including any "authorized generics"), or alternatively generic drugs for which there is insufficient inventory and/or competition to supply market demand.

"Specialty Products" means certain pharmaceuticals, biotech or biological drugs, that are used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling, including without limitation those listed in Specialty Addendum (which Aetna may amend from time to time). For sake of clarify, Specialty Connect claims will be reconciled financially as Claims filled at a CVS Specialty Pharmacy with the Plan's applicable financial guarantees for Claims filled at a CVS Specialty Pharmacy.

"Step-Therapy" means a type of Precertification under which certain medications will be excluded from coverage unless the Plan Participant tries one or more "prerequisite" drug(s) first, or unless a medical exception for coverage is obtained.

"Tennessee Low Volume Pharmacy" means a Participating Pharmacy qualifying as low-volume ambulatory pharmacies pursuant to Tennessee Code Annotated, Section 56-7-3206(f) and the regulations promulgated thereunder.

"Tennessee Non-Low Volume Pharmacy" means every other Participating Pharmacy falling outside of the definition of the Tennessee Low Volume Pharmacy.

"Usual and Customary Retail Price" or **"U&C Price"** means the lowest price a Participating Pharmacy would charge to a particular member if such member were paying cash for filling an identical Prescription Drug on that particular day at that particular location, as submitted by Participating Pharmacy. This price must include any applicable Dispensing Fee and/or level of effort, and must include any applicable discounts offered to attract members.

"Wholesale Acquisition Cost" or **"WAC"** means the wholesale acquisition cost of a prescription drug as listed in the Medispan weekly price updates (or any other similar publication designated by Aetna) received by Aetna.

"340B Claim" means a Claim identified by the submission of "20" in any of the Submission Clarification Code fields and/or a Claim submitted by pharmacy owned by a covered entity, as defined in Section 340B(a)(4) of the Public Health Services Act, whose 340B status is coded as "39" in the NCPDP DataQ database.

V. ADMINISTRATIVE SERVICES

Subject to the terms and conditions of this Schedule, the Services to be provided by Aetna, as well as certain Participating Group obligations in connection thereto, are described below.

1. General Responsibilities and Obligations

a. Exclusivity

During the term of this Schedule, the Coalition and Participating Group shall use Aetna as the exclusive provider of the Benefit Plan Design for Plan Participants covered thereby, including without limitation, for pharmacy claims processing, pharmacy network management, clinical programs, formulary management and rebate management. All terms under this Schedule and on the attached Pharmacy Service and Fee Schedule are conditioned on Aetna's status as the exclusive provider of the Benefit Plan Design. Any failure by the Coalition and Participating Group to comply with this Section shall constitute a material breach of this Schedule and the Agreement. Without limiting Aetna's other rights or remedies, in the event the Coalition and Participating Group fails to comply with this section, Aetna shall have the right to modify the terms and conditions of this Schedule, including without limitation, the financial terms set forth in the Pharmacy Service and Fee Schedule and any Performance Guarantees attached hereto.

b. Pricing Assumptions

In addition to any pricing assumptions set forth in the Pharmacy Service and Fee Schedule and any pricing implementation or similar document that is executed by Coalition and/or Participating Group:

(a) Upon thirty (30) days prior written notice to Coalition, Aetna may modify or amend the financial provisions in this Agreement in a manner designed to account for the impact of the events identified below. Such notice will include Aetna's explanation of the manner in which the modification accounts for the impact of the event:

1. After 4 quarters of claims experience (i.e. after 1/1/26), greater than fifteen percent (15%) change in total membership or claims volume based on the Coalition membership and claims volume at that point in time (i.e., this assumption goes into effect on 1/1/26, after 4 quarters of claims experience from the Effective Date, and the reference threshold for lives in claims shall be the lives and claims for Participating Groups on 1/1/26. For sake of clarity, if Coalition has 50,000 members on 1/1/26, the membership threshold / anchor will be set at 50,000).
2. For the first 4 quarters (i.e., until 1/1/26), and for groups without group-specific rebates, 100% Rebate value is greater than 7% below the Coalition Rebate guarantee, in aggregate (Rebate guarantees outlined in the Service and Fee Schedule);

3. Coalition and/or Participating Group initiated change to pharmacy benefit program, Plan design or Formulary alignment. Adding, deleting, or modifying Member choice or incentives to enroll in pharmacy benefit options (e.g. Exchanges, Medicare Part D plans);
4. 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; a branded product converted to OTC status, recalled or withdrawn from the market; or a material reduction in Wholesale Acquisition Cost (WAC); or
5. Any government imposed or industry-wide change, including any prohibition or restriction on Aetna's ability to receive rebates or discounts from pharmaceutical manufacturers; changes to methodology, availability, or publication of AWP; changes to tax laws; or changes in CMS guidelines for government regulated programs, if applicable.

2. Pharmacy Benefit Management Services

a. Pharmacy Claims Processing

(i) On-Line Claims Processing. Aetna will perform claims processing services for Covered Services that are provided by a Participating Pharmacy as of the Effective Date, and submitted electronically to Aetna's on-line claims processing system. On-Line Claims processing services shall include confirmation of coverage, performance of drug utilization review activities pursuant to this Schedule, determination of Covered Services, and adjudication of the On-Line Claims.

(ii) DMR Claims Processing. The Plan Participant shall be responsible for the submission of DMR Claims directly to Aetna on such form(s) provided by Aetna within the timeframe specified on the description of Plan benefits. DMR Claims shall be reimbursed by Aetna based on the lesser of: (i) the amount invoiced and indicated on such DMR Claim; or (ii) the amount the Plan Participant is entitled to be reimbursed for such claim pursuant to the description of Plan benefits.

b. Pharmacy Network Management

(i) Participating Retail Pharmacies. Any additions or deletions to the network of Participating Retail Pharmacies shall be made in Aetna's sole discretion. Aetna shall provide notice to the Participating Group of any deletions that have a material adverse impact on Plan Participants' access to Participating Retail Pharmacies. Aetna shall direct each Participating Retail Pharmacy to (a) verify the Plan Participant's eligibility using Aetna's on-line claims system, and (b) charge and collect the applicable Cost Share from Plan Participants for each

Covered Service. Aetna will adjudicate On-Line Claims for Covered Services from Participating Retail Pharmacies using the negotiated rates that Aetna has in place with the applicable Participating Retail Pharmacy.

- Aetna shall require each Participating Retail Pharmacy to comply with Aetna's applicable network participation requirements. Aetna does not direct or otherwise exercise any control over the professional judgment exercised by any pharmacist dispensing prescriptions or providing pharmacy services. Participating Retail Pharmacies are independent contractors of Aetna and Aetna shall have no liability to the Participating Group, any Plan Participant or any other person or entity for any act or omission of a Participating Retail Pharmacy or its agents, employees or representatives.

- Aetna shall adjudicate each On-Line Claim for services rendered by a Participating Retail Pharmacy at the applicable Discount and Dispensing Fee paid to the Participating Retail Pharmacy. For the avoidance of doubt, the Benefit Cost paid by the Participating Group in connection with On-Line Claims for services rendered by the Participating Retail Pharmacy will be equal to the Discount and Dispensing Fees paid to such pharmacy. This is considered "transparent" or "pass through" pricing.
- For Participating Groups contracted or headquartered in Tennessee, the Customer acknowledges that the Discounts and Dispensing Fees contained in this Agreement reflect a "transparent" or "pass-through pricing" arrangement with Tennessee Non-Low Volume Pharmacies at retail and Tennessee Low Volume Pharmacies at both retail and specialty. Transparent or pass-through pricing means the amount charged to Participating Group and Plan Participants for network claims shall equal the amount paid to the Participating Pharmacy. Such amounts will include NADAC pricing where available in the Low Volume Network at both retail and specialty. The amount billed to the Participating Group will be equal to the amount paid to the Participating Pharmacies. Maintenance Choice Claims dispensed at CVS/pharmacy, if applicable, are exempt from the transparent pricing requirements under this Agreement.
- For Participating Groups contracted or headquartered in West Virginia, Aetna shall adjudicate each On-Line Claim filled in West Virginia for services rendered by a Participating Retail Pharmacy at the applicable NADAC or WAC (in the event NADAC is not available) or at the prices paid to the Participating Retail Pharmacy (in the event WAC is not available). For the avoidance of doubt, the Benefit Cost paid by the Participating Group in connection with On-Line Claims for services rendered by the Participating Retail Pharmacies located in West Virginia will be equal to the Discount and Dispensing Fees paid to such pharmacy. This is considered "transparent" or "pass through" pricing. Maintenance Choice Claims dispensed at CVS/pharmacy, if

applicable, are exempt from the transparent pricing requirements under this Agreement. For further clarification for Claims filled in West Virginia, pursuant to state regulations (subject to change as future regulations are introduced), the ingredient cost component will be calculated as follows: (NADAC price on the date dispensed) * the number of units dispensed. If no NADAC price is available, the calculation will be: (WAC price on the date dispensed) * the number of units dispensed. If no WAC price is available, the calculation will default to AWP minus a given percentage as negotiated with the pharmacy. Further, the Dispensing Fee component will be as outlined in state regulation.

(ii) Mail Order Pharmacy. Aetna shall make available information regarding how Plan Participants may access and use the Mail Order Pharmacy on its internet website and via its member services call center. The Mail Order Pharmacy shall verify the Plan Participant's eligibility using Aetna's on-line claims system and shall charge and collect the applicable Cost Share from Plan Participants for each Covered Service. The Mail Order Pharmacy generally will require that medications and supplies be dispensed in quantities not to exceed a 90-day supply, unless otherwise specified in the description of Plan benefits. If the prescription and applicable law do not prohibit substitution of a Generic Drug equivalent, if any, for the prescribed drug, or if the Mail Order Pharmacy obtains consent of the Prescriber, the Mail Order Pharmacy shall require that the Generic Drug equivalent be dispensed to the Plan Participant. Certain Specialty Products, some acute drug products or certain compounds cannot be ordered through the Mail Order Pharmacy. The Mail Order Pharmacy shall make refill reminder and on-line ordering services available to Plan Participants. Aetna and/or the Mail Order Pharmacy may promote the use of the Mail Order Pharmacy to Plan Participants through informational mailings, coupons or other financial incentives at Aetna's and/or the Mail Order Pharmacy's cost, unless otherwise agreed upon by Aetna and the Participating Group.

(iii) Specialty Pharmacy. Aetna shall make available information regarding how Plan Participants may access and use the Specialty Pharmacy on its internet website and via its member services call center. The Specialty Pharmacy shall verify the Plan Participant's eligibility using Aetna's on-line claims system and shall charge and collect the applicable Cost Share from Plan Participants for each Covered Service. If the prescription and applicable law do not prohibit substitution of a Generic Drug equivalent, if any, to the prescribed drug, or if the Specialty Pharmacy obtains consent of the Prescriber, the Specialty Pharmacy shall require that the Generic Drug equivalent be dispensed to the Plan Participant. The Specialty Pharmacy shall make refill reminder services available to Plan Participants. Aetna and/or the Specialty Pharmacy may promote the use of the Specialty Pharmacy to Plan Participants through informational mailings, coupons or other financial incentives at Aetna's and/or the Specialty Pharmacy's cost,

unless otherwise agreed upon by Aetna and the Participating Group. Further information regarding Specialty Product pricing and limitations is provided in the Service and Fee Schedule.

c. Clinical Programs

(i) Formulary Management. Aetna offers several versions of formulary options ("Formulary") for Participating Group to consider and adopt as its Formulary. The Formulary options made available to Participating Group will be determined and communicated by Aetna prior to the implementation date. Participating Group agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Participating Group the right to use one of its Formulary options during the term of the Agreement solely in connection with the plan, and to distribute or make the Formulary available to members. As such, Participating Group 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. Participating Group 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. Participating Group agrees that any proposed additions and/or deletions to the Formulary will be adopted by the plan sponsor as a matter of the plan sponsor's plan design, and that Participating Group has the right to elect to not implement any such addition or deletion, which such election shall be considered a Customer change to the Formulary subject to Aetna's ability to operationally administer such election and, if so, Aetna's reservation of right to make appropriate and equitable financial changes resulting therefrom. Participating Group 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.

(ii) Prospective Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan benefits the Prospective DUR program, which may include Precertification and Step-Therapy programs and other Aetna standard Prospective DUR programs, with respect to On-Line Claims. Under these programs, Plan Participants must meet standard Aetna clinical criteria before coverage of the Prescription Drugs included in the program will be authorized; provided, however, the Participating Group authorizes Aetna to approve coverage of drugs for uses that do not meet applicable clinical criteria in the event of complications, co-morbidities and other factors that are not specifically addressed in such criteria. Aetna shall perform exception reviews and authorize coverage overrides when appropriate for such programs, and other benefit exclusions and limitations. In performing such reviews, Aetna may rely solely on diagnosis and other information concerning the Plan Participant

deemed credible and supplied to Aetna by the requesting provider, applicable clinical criteria and other information relevant or necessary to perform the review.

(iii) Concurrent Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan benefits its standard Concurrent DUR programs with respect to On-Line Claims. Aetna's Concurrent DUR programs help Participating Pharmacies to identify potential drug interactions, duplicate drug therapy and other circumstances where prescriptions may be clinically inappropriate for Plan Participants. Aetna's Concurrent DUR programs are educational programs that are based on available clinical literature. Aetna's Concurrent DUR programs are administered using information submitted to and available in Aetna's on-line claims system, as well as On-Line Claims information submitted by the Participating Pharmacy.

(iv) Retrospective Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan benefits its standard Retrospective DUR programs with respect to On-Line Claims. Aetna's Retrospective DUR programs are designed to help providers and Plan Participants identify circumstances where prescription drug therapy may be clinically inappropriate or other cost-effective drug alternatives may be available. Aetna's Retrospective DUR programs are educational programs and program results may be communicated to Plan Participants, providers and plan sponsors. Aetna's Retrospective DUR programs are administered using information submitted to and available in Aetna's On-Line Claims system, as well as On-Line Claims information submitted by the Participating Pharmacy.

(v) Drug Savings Review If purchased by Participating Group as indicated on the Pharmacy Service and Fee Schedule, Aetna shall administer the Drug Savings Review program. Drug Savings Review uses Retrospective DUR approach. Claims are systematically analyzed within 72 hours of adjudication, for possible physician outreach based on program algorithms. The specific outreach programs are designed to promote quality, cost-effective care in accordance with accepted clinical guidelines through mailings or telephone calls to physicians.

Drug Savings Review will analyze Claims on a daily basis, identify potential opportunities for quality and cost improvements, and will notify physicians of those opportunities. The physician-based programs will identify:

- Certain medications that may duplicate each other's effect;
- Certain drug to drug interactions; and
- Prescriptions for a multiple daily dose when symptoms might be controlled with a once-daily dosing.

(vi) Pharmacy Advisor Program. Aetna shall implement and administer as specified in the description of Plan benefits the Pharmacy Advisor Program which focuses on improving adherence, reducing costs and closing gaps in care in targeted conditions where adherence is critical, such as diabetes, asthma and heart failure. Identifying members with such targeted conditions will enable the Pharmacy Advisor Program to alert and provide pharmacists at local Participating Retail Pharmacies with information that will be helpful in their treatment. Effective January 1, 2021, the Pharmacy Advisor Program will be available only if purchased by Participating Group as indicated on the Pharmacy Service and Fee Schedule.

(vii) Aetna Healthy Actions℠ Rx Savings. If purchased by Participating Group as indicated on the Pharmacy Service and Fee Schedule, the Aetna Healthy Actions Rx Savings program helps to reduce a Plan Participant's cost share for certain prescription drugs and can include outreach to Plan Participants and prescribing doctor to help promote adherence. It targets drugs for which compliance has been found to be most critical to realize cost savings for Plan Participants and plan sponsors. The targeted drugs treat certain chronic conditions such as diabetes, hypertension, and asthma.

(viii) Choose Generics Program. If purchased by Participating Group as indicated on the Fee Schedule, the Choose Generics Program is an option that encourages Plan Participants to receive generic equivalent rather than the Brand Drug . Under this program, Plan Participants can choose to obtain the Brand Drug at a higher than normal cost (subject to the exceptions described in the paragraph immediately below). Such higher cost will be equal to the Cost Share for the Brand Drug plus the difference in the cost between the Brand Drug and its generic equivalent. The cost differential is not applied to the Plan Participant's deductible.

If no generic equivalent medication or corresponding MAC amount is available or the prescriber has written "dispense as written" on the prescription order, the cost differential described above is not applied to the higher cost. In some instances, a Brand Drug is not eligible for a corresponding MAC amount due to Formulary and/or Rebate contract requirements that prohibit application of "member pay the difference" logic or mandate minimum copay steerage levels. In other instances, a Brand Drug may not be eligible for a corresponding MAC amount due to supply and/or pricing considerations.

(ix) Disclaimer Regarding Clinical Programs. Aetna's clinical programs do not dictate or control providers' decisions regarding the treatment of care of Plan Participants. Aetna assumes no liability from Participating Group or any other

person in connection with these programs, including the failure of a program to identify or prevent the use of drugs that result in injury to a Plan Participant.

d. Plan Participant Services and Programs

Internet services including the Secure Member Portal and Aetna Website. Through the Secure Member Portal, Plan Participants have access to the Aetna website and Aetna Health mobile app. Plan Participants have access to the following:

- Estimating the cost of Prescription Drugs (Price a Drug[SM]).
- Prescription Comparison Tool – Compares the estimated cost of filling prescriptions at a Participating Retail Pharmacy to the Mail Order Pharmacy mail-order prescription service.
- Aetna Formulary – Available for Plan Participants who wish to review prescribed medications to verify if any additional coverage requirements apply.
- View drug alternatives for medications not on the Preferred Drug List.
- Claim information and EOBs.

RxSavings Plus Program (Core)

The RxSavings Plus Program (Core) allows Discount Program Participants to fill certain Prescription Drugs at discounted prices through Program Pharmacies. Discount Program Participants include former Plan Participants as well as non Plan Participants (i.e., part-time employees and new employees prior to benefit eligibility under this Agreement). Program Pharmacies are certain retail pharmacies participating in a discount network. All communication regarding the Rx Savings Plus Program (Core) will be provided by Participating Group.

RxSavings Plus Program (Optional)

If elected by Participating Group as indicated on the Pharmacy Service and Fee Schedule, the RxSavings Plus Program (Optional) will allow Plan Participants to fill Prescription Drugs not covered under the Benefit Plan Design through Program Pharmacies. All communication regarding the RxSavings Plus Program (Optional) will be provided by Participating Group.

Through the Aetna Pharmacy website, Plan Participants have access to the following:

- Find-A-Pharmacy – This service helps locate an Aetna participating chain or independent pharmacy on hundreds of medications and herbal remedies.
- Tips on drug safety and prevention of drug interactions.

- Answers to commonly asked questions about prescription drug benefits and access to educational videos.
- Preferred Drug List and Generic Substitution List.
- Step Therapy List.

e. Rebate Administration

(i) Payment of Rebates to Participating Group. CVS Caremark shares Rebates with Aetna based on the utilization by Plan Participants of covered Prescription Drugs administered and paid through the Plan Participant's pharmacy benefits. Aetna, in turn, may share Rebates with Participating Group subject to the terms and conditions set forth in this section and the Pharmacy Service and Fee Schedule.

(ii) If Participating Group is eligible to receive Rebates under this Schedule, Participating Group acknowledges and agrees that Aetna shall retain the interest (if any) on, or the time value of, any Rebates received by Aetna prior to Aetna's payment of such Rebates to Participating Group in accordance with this Schedule. Aetna may delay payment of Rebates to Participating Group to allow for final adjustments or reconciliation of Service Fees or other amounts owed by Participating Group upon termination of this Schedule.

(iii) If Participating Group is eligible to receive a portion of Rebates under this Schedule, Participating Group acknowledges and agrees that such eligibility under paragraphs a. and b. above shall be subject to Participating Group's and its affiliates', representatives' and agents' compliance with the terms of this Schedule, including without limitation, the following requirements:

- Election of, and compliance with, Aetna's Formulary;

- Adoption of and conformance to certain benefit plan design requirements related to the Formulary as described in Pharmacy Service and Fee Schedule; and

- Compliance with other generally applicable requirements for participation in Aetna's rebate program, as communicated by Aetna to Participating Group from time to time.

Coalition and Participating Group further acknowledges and agrees that if it is eligible to receive a portion of Rebates under this Schedule, such eligibility shall be subject to the condition that Coalition, Participating Group, its affiliates, representatives and agents do not contract directly or indirectly with any other person or entity for discounts, utilization limits, Rebates or other financial incentives on pharmaceutical products or formulary programs for Claims processed by Aetna pursuant to this Agreement, without the prior written

consent of Aetna. Without limiting Aetna's right to other remedies, failure by Coalition or Participating Group to obtain Aetna's prior written consent in accordance with the immediately preceding sentence shall constitute a material breach of the Agreement, entitling Aetna to (a) suspend payment of Rebates hereunder and to renegotiate the terms and conditions of this Agreement, and/or (b) immediately withhold any Rebates earned by, but not yet paid to, Participating Group as necessary to prevent duplicative Rebates on such drugs.

VI. IMPORTANT INFORMATION ABOUT THE PHARMACY BENEFIT MANAGEMENT SERVICES

1. Rebate amounts vary based on several factors, including the volume of utilization, Benefit Plan Design, and Formulary or preferred coverage terms. Aetna may offer Participating Group an amount of Rebates on Prescription Drugs that are administered through the Plan Participant's pharmacy benefit. These Rebates are earned when members use drugs listed on Aetna's Formulary and preferred Specialty Products. Aetna determines each customer's Rebates based on actual Plan Participant utilization of those Formulary and preferred Specialty Products for which Aetna receives Rebates from CVS Caremark. The amount of Rebates will be determined in accordance with the terms set forth in the Coalition and Participating Group's Pharmacy Service and Fee Schedule.

   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. Pharmaceutical rebates earned on Prescription Drugs and Specialty Products administered and paid through the Plan Participant's pharmacy benefits represent the great majority of Rebates.

   A report indicating the Plan's Rebate payments, broken down by calendar quarter, is included with each remittance received under the program, and is also available upon request. Remittances are distributed as outlined in the Pharmacy Service and Fee Schedule. Interest (if any) received by Aetna prior to allocation to eligible self-funded customers is retained by Aetna.

2. Coalition and Participating Group acknowledges that from time to time, Aetna receives other payments from Prescription Drug manufacturers and other organizations that are not Rebates and which are paid separately to Aetna or designated third parties (e.g., mailing vendors, printers). These payments are to reimburse Aetna for the cost of various educational programs. These programs are designed to reinforce Aetna's goals of maintaining access to quality, affordable health care for Plan Participants and Participating Group. These goals are typically accomplished by educating physicians and Plan Participants about established clinical guidelines, disease management, appropriate and cost-effective therapies, and other information. Aetna may also receive payments from Prescription Drug manufacturers and other organizations that are not

Rebates. These payments are generally for one of three purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data, (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and Plan Participants about clinical guidelines, disease management and other effective therapies, or (iii) to compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder. These payments are not considered as Rebates and are not included in rebate sharing arrangements with plan sponsors, including without limitation, Participating Group.

CVS Caremark may also receive network transmission fees from its network pharmacies for services it provides for them. These amounts are not considered rebates and are not shared with plan sponsors. These amounts are also not considered part of the calculation of claims expense for purposes of discount guarantees.

Coalition and Participating Group 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 or CVS Caremark in connection with network contracting, provider education and other activities Aetna conducts across its book of business. Coalition and Participating Group further agree that the amounts described above belong exclusively to Aetna or CVS Caremark, and Coalition and Participating Group has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or CVS Caremark.

These other payments are unrelated to the Prescription Drug Formulary Rebate arrangements and serve educational as well as other functions. Consequently, these payments are not considered Rebates, and are not included in the Rebates provided to Coalition and Participating Group, if any.

3. Coalition and Participating Group acknowledges that in evaluating clinically and therapeutically similar Prescription Drugs for selection for the Formulary, Aetna reviews the costs of Prescription Drugs and takes into account Rebates negotiated between CVS Caremark and Prescription Drug manufacturers. Consequently, a Prescription Drug may be included on the Formulary that is more expensive than a non-Formulary alternative before any Rebates Aetna may receive from CVS Caremark are taken into account. In addition, certain Prescription Drugs may be chosen for Formulary status because of their clinical or therapeutic advantages or level of acceptance among physicians even though they cost more than non-Formulary alternatives. The net cost to Participating Group for Covered Services will vary based on: (i) the terms of CVS Caremark's arrangements with Participating Pharmacies; (ii) the amount of the Cost Share obligation under the terms of the Plan; and (iii) the amount, if any, of Rebates to which Participating Group is entitled under this Schedule and Pharmacy Service and Fee Schedule. As a result, Participating Group's actual claim expense per prescription for a particular Formulary Prescription Drug may in some circumstances be higher than for a non-Formulary alternative.

In Plans with Cost Share tiers, use of Formulary Prescription Drugs generally will result in lower costs to Plan Participants. However, where the Plan utilizes a Cost Share calculated on a percentage basis, there could be some circumstances in which a Formulary Prescription Drug would cost the Plan Participant more than a non-Formulary Prescription Drug because: (i) the negotiated Participating Pharmacy payment rate for the Formulary Prescription Drug charged to Aetna by CVS Caremark may be more than the negotiated Participating Pharmacy payment rate charged to Aetna by CVS Caremark for the non-Formulary Prescription Drug; and (ii) Rebates received by Aetna from CVS Caremark are not reflected in the cost of a Prescription Drug obtained by a Plan Participant.

4. Coalition and Participating Group acknowledges that Aetna contracts with Participating Pharmacies through CVS Caremark to provide Participating Group and Plan Participants with access to Covered Services. The prices negotiated and paid by Aetna to CVS Caremark for Covered Services dispensed by Participating Pharmacies can vary from one pharmacy product, plan or network to another. Customer pays the actual prices paid by Aetna or the PBM to Participating Retail Pharmacies. When Aetna receives payment from the Customer before payment to a Participating Pharmacy or the PBM, Aetna retains the benefit of the use of the funds between these payments.

   Coalition and Participating Group acknowledges that Aetna contracts with Participating Pharmacies through CVS Caremark to provide Participating Group and Plan Participants with access to Covered Services. The prices negotiated and paid by Aetna to CVS Caremark for Covered Services dispensed by Participating Pharmacies can vary from one pharmacy product, plan or network to another.
5. Participating Group acknowledges that Aetna generally pays CVS Caremark for Brand Drugs dispensed by Participating Pharmacies whose patents have expired and their Generic Drug equivalents at a single, fixed price established by Aetna (Maximum Allowable Cost or MAC). MAC pricing is designed to help promote appropriate, cost-effective dispensing by encouraging Participating Pharmacies to dispense equivalent Generic Drugs where clinically appropriate. When a Brand Drug patent expires and one or more generic alternatives first become available, the price for the Generic Drug(s) may not be significantly less than the price for the Brand Drug. Aetna reviews the drugs to determine whether to pay CVS Caremark based on MAC or on a discounted fee-for-service basis, typically a percentage discount off of the listed Average Wholesale Price of the drug (AWP Discount). This determination is based in part on a comparison under both the MAC and AWP Discount methodologies of the relative pricing of the Brand and Generic Drugs, taking into account any Rebates Aetna may receive from CVS Caremark in connection with the Brand Drug. If Aetna determines that under AWP Discount pricing the Brand Drug is less expensive (after taking into account manufacturer Rebates Aetna receives) than the generic alternative(s), Aetna may elect not to establish a MAC price for such Prescription Drugs and continue to pay CVS Caremark according to an AWP Discount.

In some circumstances, a decision not to establish a MAC price for a Brand Drug and its generic equivalents dispensed by Participating Pharmacies could mean that the cost of such Prescription Drugs for Participating Group is not reduced. In addition, there may be some circumstances where Participating Group could incur higher costs for a specific Generic Drug ordered through the Mail Order Pharmacy than if such Generic Drug were dispensed by a Participating Retail Pharmacy. These situations may result from: (i) the terms of CVS Caremark's arrangements with Participating Pharmacies; (ii) the amount of the Cost Share; (iii) reduced retail prices and/or discounts offered by Participating Pharmacies to Plan Participants; and (iv) the amount, if any, of Rebates to which Participating Group is entitled under the Schedule and the Pharmacy Fee Schedule.

VII. AUDIT RIGHTS

1. General Pharmacy Audit Terms and Conditions The parties agree that individual Participating Groups will have the following Claims and Pricing audit rights as clearly defined below. The Coalition and only those Participating Groups with individual rebate guarantees will have the Rebate Audit rights as clearly defined below:

A. Claims (Plan Design) Audits. Individual Participating Groups, or a mutually acceptable independent third party retained by the individual Participating Group, may conduct an annual audit of plan design, for the prior Contract Year. Answers to Claim level questions are normally provided within 30 business days for a maximum of (i) 300 Claims sample for Plans with a minimum of 20,000 Plan Participants and (ii) 250 Claims for Plans under 20,000 Plan Participants. The same data and same time period may only be audited once.

   Any mutually agreed upon third party auditor engaged by Individual Participating Group shall execute Aetna's form confidentiality agreement prior to conducting a Claims audit ensuring that all information reviewed during such audit and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party. The scope and procedures of the Claims audit shall be in accordance with the procedures set forth in this section VII. Participating Group acknowledge that each shall not be entitled to audit agreements with vendors, pharmaceutical companies, Participating Pharmacies or other providers of products or services to Aetna as part of any Claims audit. The same time period and data may only be audited once. Claims audit may include review of, but is not limited to: Channel steerage, AWP, Invalid NDC, Clinical edits, Compound edits, Day Supply limits, Dispense as written penalties, Duplicate claims, "Lesser of" language application, Member cost share amounts, Member eligibility, Refill too soon thresholds, Service performance guarantee reporting and calculation. For purposes of clarification, only a single Participating Group may conduct a Claims audit at any time.

B. Pricing Audits.

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Individual Participating Groups, or a mutually acceptable independent third party retained by the individual Participating Group, may conduct an annual pricing reconciliation audit for the prior two contract years. The same data and time period may only be audited once. This includes, but is not limited to the performance of contracted discount guarantees, dispensing fee guarantees, and administrative fees. The same data and time period may only be audited once. The Pricing Audit for any Participating Group would need to be conducted with a Plan Design Audit if both are being audited in the same year, done at the same time and by the same auditor. Otherwise, any separate request in the same year would warrant a fee by Aetna. For purposes of clarification, only a single Participating Group may conduct a Pricing audit at any time.

C. Rebate Audits.

Coalition, through a mutually agreeable independent third party retained by Coalition, may conduct an annual Rebate audit for the prior Contract Year for those Participating Groups that do not have their own Minimum Rebate Guarantee Reconciliation. This audit shall also include the Minimum Rebate Guarantee Reconciliation for the Participating Groups that do not have their own Minimum Rebate Guarantee. Such audit shall be limited to a review of up to ten (10) pharmaceutical company contracts directly related to Participating Groups' Rebates as selected by Coalition. Such review of pharmaceutical company contracts may include formulary and Rebate provisions to the extent permitted by such contracts and shall be limited to information necessary for validating the accuracy of the Rebate amounts remitted to Participating Group by Aetna. The scope and procedures of the Rebate audit shall be in accordance with the procedures set forth in this section VII. The same time period and data may only be audited once.

Individual Participating Groups that have their own Minimum Rebate Guarantee Reconciliation, through a mutually agreeable independent third party retained by Participating Group, may conduct an annual Rebate audit for the prior Contract Year. This audit shall also include the Minimum Rebate Guarantee Reconciliation. Such audit shall be limited to a review of (i) up to five (5) pharmaceutical company contracts directly related to Participating Groups' Rebates as selected by the Participating Group for Plans with a minimum of 20,000 but less than 50,000 Plan Participants and (ii) up to ten (10) pharmaceutical company contracts directly related to Participating Groups' Rebates as selected by the Participating Group for Plans greater than 50,000 Plan Participants. Such review of pharmaceutical company contracts may include formulary and Rebate provisions to the extent permitted by such contracts and shall be limited to information necessary for validating the accuracy of the Rebate amounts remitted to Participating Group by Aetna. The scope and procedures of the Rebate audit shall be in accordance with the procedures set forth in this section VII. The same time period and data may only be audited once.

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D. Confidentiality Agreement. Any mutually agreed upon third party auditor engaged by the Coalition or the Participating Group shall execute Aetna's form confidentiality agreement prior to conducting a Rebate audit ensuring that all information reviewed during such audit and all details and terms of any pharmaceutical company contract reviewed will be treated as confidential and will not be revealed in any manner or form by or to any third party, including Participating Groups.

2. Additional Claim and Rebate Audit Terms and Conditions

Aetna and Participating Group agree the following guidelines shall apply to any audit described by this Agreement.

1. Audit Notification Letter

A Participating Group request for an audit of Aetna will be directed to the Participating Group's account manager either in writing on Participating Group's letterhead or by e-mail. Audits require thirty (30) days prior written notice, including receipt of fully executed confidentiality agreement by the Participating Group's auditor and Aetna, detailed audit scope document, and a complete Claims sample, if applicable. A new audit may not be started until the prior audit, if any, is closed.

2. Use of Third-Party Auditor

In the event a third-party auditor is used, the auditor shall be a mutually acceptable independent third party retained by Participating Group. The third-party auditor shall execute a confidentiality agreement with Aetna in a form and substance reasonably acceptable to Aetna prior to conducting an audit.

3. Teleconference

Upon Aetna's receipt of a request for an audit, Aetna will organize and conduct an initial teleconference between Participating Group and Aetna. This teleconference will address the following:

- Individual audit participants
- Requirement and purpose of an approved confidentiality agreement (for use with outside audit firms or other Participating Group representatives, as applicable)
- Onsite requirements
- Mutually established timelines
- Claims tape needs and costs
- Prescription copies: timelines, availability and cost
- Guidelines for acceptable verification of audit questions

- Aetna's right to respond within a reasonable time after questions arise and before audit results are disseminated by the auditor to Participating Group
- Audit process confirmation letter
- Other appropriate issues.

4. Mutually Agreed Timelines

Participating Group and Aetna will mutually agree upon an audit timeline, taking into consideration individual circumstances and constraints.
An example of a standard timeline is as follows (from the time a signed confidentiality agreement is secured):

- Claim tape request – two (2) weeks for one (1) Participating Group
- Standard screen prints – fourteen (14) business days
- Mail service prescription copies – six (6) weeks (cost is typically $5.00 per script copy)
- Audit report reply – Participating Group or Participating Group's auditor may review the entire prior Contract Year's Claims data. Aetna will review a maximum of 300 Claims for Plans with a minimum of 20,000 Plan Participants and a maximum of 250 Claims for Plans with less than 20,000 Plan Participants from the Participating Group or Participating Group Auditor's fall out report related to such Claims and will respond within thirty (30) business days.

Due to the larger extent of Coalition audits, compared to Participating Group audits, Coalition audits will have a longer turnaround time that will be mutually agreed to by the Coalition and Aetna, dependent on the size and scope of the audit.

5. Response to Sampling Questions

The Participating Group can submit to Aetna questions related to provided Claim samples. Answers to generic questions are normally provided within fourteen (14) business days after the questions have been presented. Answers to Claim level questions are normally provided within thirty (30) business days for a maximum of 300 Claim (or 250 Claim if less than 20,000 Plan Participants) sample from the Participating Group or Participating Group Auditor's fall out report.

6. Claims Tape Requests

Claims tape specifications shall be clarified during the initial teleconference and processed following Aetna's receipt of a signed confidentiality agreement from any third party auditor. Delivery to the specified party normally takes place within two (2) weeks for the prior Contract Year of data and at Aetna's standard data fees ($125 per month of data). Audits requiring more than a prior Contract Year of data, and/or multiple Contract Years during a single audit, may be conducted at Aetna's standard audit cost

plus additional data fees ($5,000 per year of data) and a mutually agreed upon timetable.

7. Audit Report

In the event of an audit by a third party, the third-party auditor and Participating Group shall provide Aetna with a copy of any proposed audit report, and Aetna will have a reasonable opportunity to comment on any such report before it is finalized.

8. Close of Audit

Upon finalization of audit results and agreement between Participating Group and Aetna on any identified financial discrepancies, the audit period under review will be closed. Any adjustments, payments and/or reimbursements determined to be necessary as a result of any examination or audit shall be paid by the appropriate party within thirty (30) days of execution of an appropriate release document covering the audit period. Participating Groups are responsible for requesting and performing a comprehensive audit regularly. To enable the parties to close their financial records in a timely manner, once a Contract Year has been audited, no further auditing activity for the Contract Year may be performed, notwithstanding that an issue arises in a future period that dates back to the previously audited period. In the event that no prior audits have occurred, any audit findings and adjustments will be limited to a maximum timeframe of three (3) Contract Years (i.e., the Contract Year being audited and up to the preceding two (2) Contracts Years).

9. Audit Costs

Participating Group shall be responsible for all their expenses of the audit. Audit requests beyond those defined within this section of the Agreement is subject to payment of an audit support charge.

The audit rights herein are valid during the term of the contract and through one (1) year of termination. Unless required by state law, any audit ask after one (1) year of termination will be at Aetna's standard audit fee.

COBRA SERVICES SCHEDULE

MASTER SERVICES AGREEMENT MSA-0838904

EFFECTIVE October 1, 2026

Subject to the terms and conditions of the Agreement, the COBRA Administrative Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by the Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4, Service Fees, of the Agreement) will be provided by Aetna. Additional Services may be provided at the Customer's written request under the terms of the Agreement. This schedule shall supersede any previous document(s) describing the Services.

SECTION 1 - DUTIES OF THE PARTIES

Aetna Responsibilities

1.1 The Customer hereby appoints Aetna, and Aetna agrees to provide, administrative services as agreed to between the parties and as further described in this COBRA Services Schedule (the "Services"). Such Services shall be performed in a good and workmanlike manner consistent with industry standards.

1.2 Aetna shall, at its expense, maintain adequate and necessary records on each Participant related to the Services. The Customer shall furnish Aetna with all information necessary for the preparation of such records. Aetna shall not be responsible for verifying the accuracy or completeness of the information provided by the Customer and the Customer shall indemnify and hold Aetna harmless from and against any claim, damage, loss or expense arising out of the inaccuracy or incompleteness of such information.

1.3 At no time shall Aetna provide legal, tax or accounting advice or services in connection with the Services. The Customer shall be responsible for obtaining any legal, tax or accounting advice they deem advisable in connection with any Customer-sponsored employee benefits from their counsel or advisor.

1.4 Aetna shall hold all funds received from the Customer, Participant or on behalf of a Participant as applicable, in an account established for such purpose at a financial institution of Aetna' choosing. Aetna shall pay all fees associated with said account.

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Customer's Responsibilities

1.5 The Customer shall be responsible for any delay in the performance of the Services caused by the failure of the Customer to promptly furnish information or funds, as required, to Aetna.

1.6 The Customer shall provide Aetna with complete and accurate information including, but not limited to, proper accounting of all Participants for whom Services are provided, specific coverages and changes and corrections thereto. Aetna shall not be liable for (and Customer releases and discharges Aetna and agrees to defend, indemnify and hold Aetna harmless from and against) any and all claims, damages, losses or expenses suffered or incurred as a result of any inaccurate or incomplete information furnished by Customer to Aetna.

1.7 The Customer is responsible for maintaining reasonable internal control mechanisms as they relate to the Services that Aetna provides, including, but not limited to:

(a) The Customer having its own administration functions and controls so users are removed promptly when they no longer need access to system resources.

(b) The Customer having controls to ensure that all Aetna-generated reports and information received from Aetna are reviewed for accuracy and Participant activity on a timely basis, with any inaccuracies or discrepancies being communicated in writing to Aetna no later than thirty (30) days after such report or information is first generated by Aetna.

(c) The Customer having controls to ensure that any erroneous data is re-submitted to Aetna within thirty (30) days from the time it is first inputted erroneously.

(d) The Customer shall reconcile all cash activity to Aetna-generated reports as soon as reasonably possible (and in any event within ten (10) days after such report is first delivered by Aetna to the Customer). Customer shall advise Aetna in writing of any discrepancies or inaccuracies in connection with such reconciliation within twenty (20) days thereafter.

SECTION 2 - PAYMENTS

2.1 The Customer agrees to pay Aetna the amounts set forth in the Fee and Expense Exhibit.

Such amounts are payable via an ACH debit which shall be initiated by Aetna ten (10) days after the invoice is delivered to the Customer. Aetna shall initiate the ACH debit against an account designated for this purpose by the Customer. This may be the same account designated for ACH funding, or may be a unique account, at the Customer's discretion.

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Customer shall promptly review and verify the accuracy of each invoice and notify Aetna in writing of any inaccuracy or discrepancy with respect to any amount referenced therein within sixty (60) days after receipt of such invoice, failing which such invoice shall be deemed final, complete and correct for all purposes. Any payments which are not timely paid hereunder shall, at the option of Aetna, bear interest at a rate of eighteen percent (18%) per annum until paid.

2.2 If, during the term of this Agreement, any tax (other than taxes based on the net income of Aetna) or any other assessment or premium charge, shall be assessed against Aetna with respect to the Services or this Agreement, Aetna shall report the payment of such amount to the Customer and the Customer shall pay such amount directly (or reimburse Aetna for the same, at Aetna' option).

2.3 Nothing in this Schedule shall prohibit Aetna from performing any service not enumerated in this Agreement for a reasonable fee. Any such service and corresponding fee shall be provided only if agreed to by the Customer and Aetna in writing, in advance of such performance.

2.4 If the Customer, for any reason whatsoever, fails to make a required payment on a timely basis, Aetna may (in addition to its other rights and remedies), suspend the performance of the Services until such time as the Customer makes the proper remittance and otherwise delivers adequate assurance to Aetna, as reasonably determined by Aetna, concerning the Customer's performance hereunder. Aetna shall use reasonable efforts to provide the Customer with up to three (3) days prior written notice of its intention to take such action.

SECTION 3 – UNDERTAKING OF OBLIGATIONS AT DIRECTION OF CUSTOMER

3.1 Aetna shall undertake its obligations hereunder as directed by (and in accordance with instructions provide by) the Customer. Aetna shall at no time exercise any discretionary authority or control respecting the management or administration of the Plan(s), or the management or disposition of any Plan assets. On all matters involving the exercise of discretion, Aetna shall seek direction from the Customer and shall be fully protected, held harmless, and indemnified in so acting consistent with such direction. The Customer acknowledges that the timeliness of providing information and direction to Aetna is critical to the successful completion of the Services. All employee data and other relevant information will be supplied to Aetna in a timely and accurate manner using a pre-approved Aetna format. Aetna is not responsible for the actions of the Customer in processing or interpreting data provided by the Customer or the Customer's failure to provide the necessary data.

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Aetna agrees to provide the following services and Customer agrees to provide all information and data as needed.

SECTION 4 - INITIAL/GENERAL COBRA NOTICE

4.1 Customer will notify Aetna in writing within thirty (30) days of new enrollees in a group health plan subject to COBRA, which notice will specify:

(a) the date and type of enrollment;

(b) the names and addresses of each new qualified beneficiary(ies), and

(c) the names and addresses of family members of qualified beneficiary(ies).

4.2 Within ten (10) business days after Aetna receives the notice described in paragraph 4.1 above, Aetna will send with proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage upon the occurrence of a qualifying event.

SECTION 5- QUALIFYING EVENT NOTICE

5.1 Customer will notify Aetna in writing within thirty (30) days of a qualifying event occurring, which notice will specify:

(a) the date and type of qualifying event (as set forth in 26 U.S. Code Section 4980B(f)(3)(A) through (F);

(b) the names, social security numbers, addresses and birth dates of all qualified beneficiaries (and the covered Participant if not a qualified beneficiary) and their relationship to each other and to the covered Participant; and

(c) the specific group health plan(s) and combinations of such plans under which the qualified beneficiaries are entitled to COBRA continuation coverage.

5.2 Within fourteen (14) days after Aetna receives the notice described in paragraph 5.1 above, Aetna will send, with proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage, along with an election form specifying the group health plan(s) and the cost of coverage thereof to such qualified beneficiaries.

SECTION 6 - NOTICE TO QUALIFIED BENEFICIARIES OF ENROLLMENT

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6.1 Within ten (10) business days after Aetna receives a properly completed and signed election form for COBRA continuation coverage and initial payment from the qualified beneficiary(ies), Aetna will send payment coupons or invoice to such qualified beneficiary(ies), provided the election form was returned to Aetna by the qualified beneficiary within sixty (60) days of the date the election form was mailed to the qualified beneficiary, or the loss of coverage date, whichever is later. The initial premium must be postmarked within forty five (45) days after the COBRA election. Aetna will also provide a method for automatic electronic premium payment from a qualified beneficiary's checking or savings account.

6.2 If Aetna receives an election form for COBRA continuation coverage after such sixty (60) day period has expired, Aetna will provide the affected qualified beneficiary(ies) with a notice of unavailability of coverage. Such notice shall be provided within ten (10) business days after Aetna receives the late election form.

SECTION 7 - NOTICE OF SUBSEQUENT QUALIFYING EVENT

7.1 Qualified beneficiary(ies) must notify Aetna in writing within sixty (60) calendar days after the latest of a subsequent qualifying event, which notice will specify:

(a) Name and address of the COBRA Participant entitled to extend the period of COBRA continuation coverage up to 36 months due to a second qualifying event; and

(b) The type of qualifying event.

7.2 Within ten (10) business days after Aetna receives the notice described in paragraph 7.1 above, Aetna will send, by proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to such extended COBRA continuation coverage, along with an election form specifying the group health plans and the cost of coverage thereof. Aetna will provide the affected qualified beneficiary(ies) with a notice of unavailability of coverage if the event does not qualify as a subsequent qualifying event.

SECTION 8 - NOTICE OF TOTALLY DISABLED QUALIFIED BENEFICIARIES

8.1 Qualified beneficiaries must notify Aetna within sixty (60) calendar days after the latest of (a) the date of the Social Security Administration's disability, (b) the date of the covered employee's termination of employment or reduction of hours; and (c) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination or reduction of hours. Such notice must be provided within (18) eighteen months after the covered employee's termination of employment or reduction of hours. By providing Aetna with this notice, the qualified beneficiary certifies that the qualified beneficiary is entitled to up to 29 months of COBRA continuation coverage.

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8.2 Within ten (10) business days after receiving the foregoing letter. Aetna will determine the qualified beneficiary's ability to extend coverage as described in 26 U.S. Code Section 4980B(f)(2)(B)(i). Upon determination, Aetna will send a letter notifying the totally disabled qualified beneficiary of their ability to extend the maximum period of continuation coverage to 29 months. Aetna will also provide notice to the disabled qualified beneficiary of the increase in premiums to 150% for months 19 through 29 if the Customer elects to charge additional premium. Aetna will provide the affected qualified beneficiary with a denial notice if it is determined that coverage cannot be extended.

SECTION 9 - NOTICE OF EXPIRATION OR TERMINATION OF COBRA CONTINUATION COVERAGE

9.1 Aetna will notify COBRA Participants of the date of termination of their COBRA continuation coverage within ten (10) business days following the date Aetna learns of one or more of the following reasons for termination of COBRA continuation coverage:

(a) failure of the COBRA Participant to timely pay the correct premium for COBRA continuation coverage;

i. For purposes of this Schedule "timely pay" means the initial premium payment is made within forty-five (45) calendar days from the date of the COBRA election, thereafter premium payments will be considered timely if they are made within a thirty (30) calendar day grace period after the first day of the coverage period to which the premiums relate.

(b) coverage of the COBRA Participant under another group health plan, if such plan does not contain any exclusions or limitations with respect to the COBRA participant health coverage;

(c) expiration of the maximum period for COBRA continuation coverage;

(d) the Customer ceasing to provide any group health plan to any Customer employees and all of its commonly controlled trades or businesses (within the meaning of Code Section 414);

(e) the qualified beneficiary, after having elected COBRA continuation coverage, becomes eligible for Medicare;

(f) the Social Security Administrator issues a final determination that the qualified beneficiary is no longer disabled; or

(g) any other event that would cause a qualified beneficiary to lose coverage, such as filing fraudulent or false claims, omitting a material fact or making a misrepresentation of

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a material fact in connection with the group health plans.9.2 If the reason for notice is the expiration of the maximum period for COBRA continuation coverage, a notice of conversion rights (if available) shall be sent 180 days prior to expiration of COBRA continuation coverage.

SECTION 10 - PREMIUMS FOR COBRA CONTINUATION COVERAGE

10.1 COBRA Participants shall make premium payments, for COBRA continuation coverage and who have made a valid election of COBRA continuation coverage, via mail to Aetna; electronic funds transfer through the Participant's bank to Aetna; or online through the Aetna website. Alternatively, Aetna may accept payments on behalf of the COBRA Participant from other third-parties. Aetna shall deposit such funds received from COBRA Participants into a custodial account established for such purpose at a financial institution of Aetna's choosing. Any interest generated on such account shall generally be at federal funds rates. Such interest shall be used to pay the fees of the financial institution with respect to such account. To the extent that such interest is not sufficient to pay such fees, Aetna shall pay such fees. To the extent that such interest is in excess of such fees, Aetna shall be entitled to retain such interest as compensation for services provided. Premium payments collected by Aetna belong to the Customer, except that Aetna shall retain the two percent (2%) surcharge administrative fee paid by such COBRA Participants. Aetna shall act solely as an administrative collection agent for the Customer in collecting premium payments and will remit payments to the Customer, appropriate insurance carrier, or other entity directed by the Customer by the 15th day of the month following the month in which payment was received.

10.2 When premium payments are received at Aetna, Aetna will notify the appropriate insurance carriers/administrators of eligibility changes including new enrollees or terminations. When premium payments are received by the Customer, the Customer is responsible to notify appropriate insurance carriers/administrators of eligibility changes including new enrollees or terminations.

10.3 If the premium payment is deficient by an amount that is no greater than $50 or 10% of the COBRA premium amount required for that coverage period, Aetna will notify the qualified beneficiary of the deficient amount and provide him or her with a reasonable period of time (not to exceed thirty (30) days) in which to make the payment as described in 26 C.F.R. §54.4980B-8, Q/A-5(d).

10.4 Aetna will provide the Customer with a monthly summary employer census report, COBRA participant payment and refund report, COBRA participant paid through report, deficient payment report and an address update report. The Customer will notify Aetna of any errors or corrections in such reports within thirty (30) days following delivery by Aetna.

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10.5 If Aetna receives written notice from the Customer of an increase in the premium amount for COBRA continuation coverage, and such notice specifies the effective date of the increase (which must be at least thirty (30) days after such written notice to Aetna), Aetna will notify the affected COBRA participants of the amount and effective date of the increase within thirty (30) business days following Aetna's receipt of such written notice from the Customer.

SECTION 11 -ANNUAL OPEN ENROLLMENT SERVICE

11.1 Where agreed upon between Aetna and the Customer, Aetna shall assist the Customer in notifying COBRA Participants of open enrollment rights. Customer shall provide benefit material to Aetna at least sixty (60) days prior to the open enrollment period.

11.2 Aetna will send a letter notifying the COBRA Participant of their open enrollment options. This mailing shall include enrollment forms and benefit communication material as provided by Customer.

11.3 The Customer will provide Aetna with a completed open enrollment document. Upon receipt of the completed open enrollment document from the Customer, Aetna will process the documents and notify the carrier(s) of any change in the enrollment status.

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TEMPORARY EXHIBIT 1 –HEALTH COVERAGE
PLAN OF BENEFITS
TO THE MASTER SERVICES AGREEMENT- MSA-0838904
EFFECTIVE October 1, 2026

The Plan(s) described in this Temporary Exhibit are benefit plans of the Customer. These benefits are not insured with Aetna but will be paid from the Customer's funds. Until this Temporary Exhibit is otherwise modified or replaced in its entirety by agreement between Aetna and the Customer:

1. Aetna will provide certain administrative services to the Plan as outlined in the Letter of Understanding signed by Aetna.
2. Aetna will use the description of covered benefits, services and programs outlined in the Plan Design(s), including any subsequent changes agreed to by Aetna and the Customer, in the administration of the Plan(s).
3. Further, in the administration of the Plan(s), Aetna will use Aetna's standard plan General Exclusions and standard Glossary definitions of terms.

The terms of this Temporary Exhibit control until superseded by a subsequent Plan document or Summary Plan Description, for any specific benefits applicable to any class(es) of employees, as indicated therein.

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EXHIBIT 2

PERFORMANCE GUARANTEES

FOR

MASTER SERVICES AGREEMENT No. MSA-0838904

EFFECTIVE October 1, 2026

An agreement between

Aetna Life Insurance Company ("Aetna")

and

Brazoria County

(Customer)

There are Performance Guarantees between the Customer and Aetna, which are attached by reference and made part of this Services Agreement.

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RESPONDENT LIST

RFP #26-27 MEDICAL DENTAL TPA, PHARMACY (PBM) AND COBRA ADMIN

DUE DATE: TUESDAY, MARCH 3, 2026 AT 11:00 A.M., LOCAL TIME

LOCATION: BRAZORIA COUNTY PURCHASING CONFERENCE ROOM
237 E LOCUST ST SUITE 406, ANGLETON, TX 77515

COMPANY/ORGANIZATION	LOCATION
AETNA LIFE INSURANCE	HARTFORD, CT
BLUE CROSS BLUE SHIELD OF TEXAS	RICHARDSON, TX
FLEXIBLE BENEFIT ADMINISTRATORS	VIRGINIA BEACH, VA
UNITED HEALTHCARE	AUSTIN, TX
TEXAS ASSOCIATION OF COUNTIES	AUSTIN, TX
CAREMARK PCS EMPLOYERS HEALTH COALITION	WOONSOCKET, RI
SURENCY LIFE & HEALTH INSURANCE CO	WICHITA, KS
TOTAL ADMINISTRATIVE SERVICES CORP (TASC)	MADISON, WI
CONSUMER CAPITAL CORP	CHICAGO, IL

**Non-Responsive submission*

26-27 - RFP #26-27 MEDICAL AND DENTAL TPA, PHARMACY (PBM), AND COBRA ADMINISTRATIVE SERVICES
Scoring Summary

Active Submissions

	Total	A - MEDICAL	A-1 - Evaluation of proposed pricing –	A-2 - Administrative capability/utilization management	A-3 - Experience, Background and Qualifications	A-4 - Size, accessibility, adequacy and quality of provider network in the local area, Texas and US	A-5 - Compliance with and adherence to the specifications of all Standard Terms and Conditions, Special Requirements, and other requests contained in the RFP	B - PBM	B-1 - Evaluation of Proposed Pricing –	B-2 - Administrative capability –	B-3 - Experience, Background and Qualifications	B-4 - Size, accessibility, adequacy, and quality of retail pharmacy network in the local area, Texas and US	B-5 - PBM Financial Strength and Stability	B-6 - Compliance with and adherence to the specifications of all Standard Terms and Conditions, Special Requirements, and other requests contained in the RFP	C - DPPO	C-1 - Evaluation of proposed pricing	C-2 - Size, accessibility, adequacy, and quality of DPPO provider network in the local area	C-3 - Administrative capability/network management	C-4 - Experience, Background and Qualifications	C-5 - Compliance with and adherence to the specifications of all Standard Terms and Conditions, Special Requirements, and other requests contained in the RFP
Supplier	/ 300 pts	/ 100 pts	/ 35 pts	/ 25 pts	/ 15 pts	/ 15 pts	/ 10 pts	/ 100 pts	/ 35 pts	/ 20 pts	/ 15 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 100 pts	/ 35 pts	/ 25 pts	/ 20 pts	/ 10 pts	/ 10 pts
Aetna	262.86	87.57	31	20.86	14	13.14	8.571	87.14	30.86	17.43	13.86	8.429	8.429	8.143	88.14	30.86	21.57	18.29	9.143	8.286
Texas Association of Counties	195.57	66	21.71	16.57	10.43	10.57	6.714	60.43	16.86	13.86	10.57	7.143	6.143	5.857	69.14	23.71	16.86	13.71	7.571	7.286
UnitedHealthcare Services Inc.	168	62.86	21.71	15.71	8.857	10.14	6.429	55.29	16.43	12	9.143	6	5	6.714	49.86	15.57	14.29	10.43	4.857	4.714
Blue Cross and Blue Shield of Texas	165.6	70	20.71	17.71	12.43	11.71	7.429	35.17	8.167	8.167	7.833	4.333	3.667	3	60.43	21	13.86	11.14	7.857	6.571
Employers Health Coalition	88.02	12.5	2.833	2.833	2.833	2	2	63.86	21.29	13.29	10.43	6.143	6	6.714	11.67	4.5	2.833	2	1.167	1.167
Flexible Benefit Administrators, Inc.	39.07	14.57	4.714	4.143	2	2	1.714	13.67	3.667	2.833	2	2	1.167	2	10.83	3.667	2.833	2	1.167	1.167
Total Administrative Services Corporation (TASC)	30.24	11.57	3.571	2.571	1.857	2	1.571	11.83	2.833	2	2	1.667	1.667	1.667	6.833	2.833	1.167	1.167	0.83333	0.83333
Surency Life and Health Insurance Company	26.05	9.714	2.714	2.429	1.571	1.571	1.429	10.33	2	2.833	2	1.167	1.167	1.167	6	2	1.167	1.167	0.83333	0.83333
Consumer Capital Group Corp.	24.33	10.5	4.167	2	1.833	1.5	1	7	1.667	1.667	1.167	0.83333	0.83333	0.83333	6.833	2.5	1.167	1.167	1	1

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **7/14/2026**

Award CSP #26-13 DSR 48-14-24-5118-002 Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou

Per the recommendation of the evaluation committee, award “CSP #26-13 DSR 48-14-24-5118-002 Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou” to the highest ranked vendor, James W. Turner Construction, LTD of Tomball, Texas, who submitted the best offer meeting our specifications and scope of work in the amount of $2,892,164.00.

In addition, the procurement will utilize funds from the United States Department of Agriculture, Natural Resources Conservation Service.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

CSP #26-13 Award Summary

A total of four hundred and forty-eight (448) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were ninety-one (91) document takers resulting in eight (8) submissions.

Upon review of the responses received and per the recommendation of the evaluation committee, award "CSP #26-13 DSR 48-14-24-5118-002 Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou" to the highest ranked vendor, James W. Turner Construction, Ltd of Tomball, Texas, who submitted the best evaluated offer meeting our specifications and scope of work, in the amount of $2,892,164.00.

Evaluation Committee
Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Jessica Romera, Auditor's Office
Natasha Stulberg, Purchasing designee (non-voting member)

26-13 - DSR 48-14-24-5118-002 Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou

Scoring Summary
Active Submissions

	Total	Price	Qualifications	Construction Duration & Sequencing	Proposed Personnel	Work Schedule and Record
Supplier	/ 100 pts	/ 40 pts	/ 15 pts	/ 25 pts	/ 10 pts	/ 10 pts
JAMES W TURNER CONSTRUCTION LTD	98	40	15	24.67	10	8.333
Rapid Response Disaster Services LLC	96	38	14.33	24	10	9.667
AshBritt, Inc.	92.67	34.33	14.33	24.67	10	9.333
DRC Emergency Services, LLC	89.67	32.67	15	24.67	9.333	8
CTC Disaster Response Inc	89.33	30.67	15	24.67	10	9
Garner Environmental Services, Inc.	87	29	15	23.33	10	9.667
Aftermath Disaster Recovery, Inc.	85.67	26.33	15	24.67	10	9.667
TFR Enterprises, Inc	80	23.67	13.33	25	8.333	9.667

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **7/14/2026**

Solicit Statement of Qualifications for Design Services for Surfside Jetty County Park

Approval to advertise “Request for Statement of Qualifications for Design Services for Construction Management Plan (CMP) Surfside Jetty County Park Waterfront Revitalization”.

The project will utilize National Oceanic and Atmospheric Administration (NOAA) grant funds, GoMESA and, if needed, the department’s Fiscal Year 2026 budget funds.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Bryan Frazier, Director, Parks Department
Chad Davenport, Assistant Director, Parks Department
Lydia Ortiz, Grant Specialist, Parks Department
Haley Leeper, Auditor’s Office
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **7/14/2026**

Discuss Potential Ligitation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **7/14/2026**

Deliberation of Business and Financial Issues Related to the Manvel Annex Expansion Contribution Agreement

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **7/14/2026**

Discuss Lease of Airport Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **7/14/2026**

Discuss Personnel Matters