MEETING NOTICE
COMMISSIONERS COURT
BRAZORIA COUNTY

Tuesday, December 9, 2025 **9:00 AM** **Commissioners Courtroom**

Regular Session

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

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER LINDER

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - November 17, 2025 1:00 PM

D.2. Commissioners Court Regular Session - November 18, 2025 9:00 AM

D.3. Commissioners Court Special Session - November 25, 2025 9:00 AM

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES

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

H. CONSENT

County Judge

H.1. Appointments to the Transportation Policy Council and Transportation Advisory Committee - 2026

District Attorney

H.2. Authorize Self-Insurance Coverage

H.3. Brazoria County Sexual Assault Response Team (SART)

Sheriff's Office

H.4. Resolution - Paul Coverdell Forensics Improvement Grant Program FY 2026

Tax Assessor - Collector

H.5. Monthly Collections Report for October 2025

Airport

H.6. Out of State Travel

Auditor

H.7. Payment of Bills

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

H.9. FY 2026: Line Item Transfers

H.10. FY 2026: Additional Funds

H.11. Payment of Bills

CDBG/HUD/Welfare Department

H.12. Public Facility Agreement Village of Bailey’s Prairie

H.13. Public Facility Agreement City of Brazoria

H.14. Public Facility Agreement City of Richwood

H.15. Brazoria County Community Development Consolidated Annual Performance and Evaluation Report (CAPER)

Emergency Management

H.16. Urban Area Security Initiative (UASI) Community Preparedness Citizens Corps Project

H.17. Acceptance of Terms for Subrecipients Utilizing TCEQ Solid Waste Fund for DR-4781 (Severe Storms / Derecho) and DR-4798 (Hurricane Beryl) Debris Operations

H.18. Brazoria County Emergency Management Plan - Annex U Legal

Engineer

H.19. Interlocal Agreement for Debris Removal Along Oyster Creek and Bastrop Bayou

H.20. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.21. Replat of Peregrine Subdivision - Abstract 29 (Precinct 1)

Flood Plain

H.22. Beachfront Construction Permit - 12935 Gulf Beach Dr, Treasure Island, Freeport, Abstract 29 S.F. Austin Block 16 Lot 15 (Precinct 1)

H.23. Beachfront Construction Permit - 13107 Gulf Beach Dr, Treasure Island, Freeport, Abstract 29 S.F. Austin Block 8 Lot 18 (Precinct 1)

Human Resource

H.24. Deputy Constable Appointment - Precinct 3

H.25. Reappointment to Brazoria County Children’s Protective Services Board

H.26. Reappointment to Brazoria County Children’s Protective Services Board

H.27. Reappointment to Brazoria County Children’s Protective Services Board

H.28. Reappointment to Brazoria County Children’s Protective Services Board

H.29. Deputy Constable Appointment - Precinct 2

Parks

H.30. Fish and Bait Restock for Brazoria County Park Ponds

Purchasing Department

H.31. Award ITB #26-01 Mowing with Hay Production

H.32. Reject Bids for ITB #26-02 After Market Auto Parts, Supplies, Filters and Miscellaneous Items

H.33. Renew RFP #24-18 The Purchase of Law Enforcement Uniforms, Accessories and Body Armor

H.34. Name Change Amendment for Gannett Fleming

Toll Road Authority

H.35. Amendment No. 1 to Project Development Agreement with Texas Department of Transportation (TxDOT) for the Brazoria County Expressway

I. DISCUSSION

County Judge

I.1. Consideration of and Possible Action on County Bonds

County Clerk

I.2. Election Precinct Changes

Auditor

I.3. Issuance of a Purchase Order After the Fact - District Attorney's Office

I.4. Issuance of a Purchase Order After the Fact - County Clerk - Elections

Engineer

I.5. Open Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 4)

I.6. Close Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 4)

I.7. Accept Posting of Regulatory Signs for the Road and Bridge Department (Precinct 4)

Human Resource

I.8. New Hire Starting Rate of Pay - Justice of the Peace Precinct 4 - Place 2

Purchasing Department

I.9. Advertise Request Proposals for Aerial Mosquito Spraying

I.10. Award RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

Department Heads

J. CLOSED MEETING

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

Texas Govt Code 551.071

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

J.1. Discuss Potential Litigation

J.2. Consultation with Attorney Regarding Detention Center

Texas Govt Code 551.087

Discussion or deliberation regarding Economic Development Negotiations

J.3. Discussion of Tax Abatement

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. RECESS

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

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

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **12/9/2025**

Commissioners Court Special Session - November 17, 2025 1:00 PM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.2. **12/9/2025**

Commissioners Court Regular Session - November 18, 2025 9:00 AM

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ORDER NO. D.3. **12/9/2025**

Commissioners Court Special Session - November 25, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.1. **12/9/2025**

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

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

COLLECTION REPORT TO BRAZORIA COUNTY

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

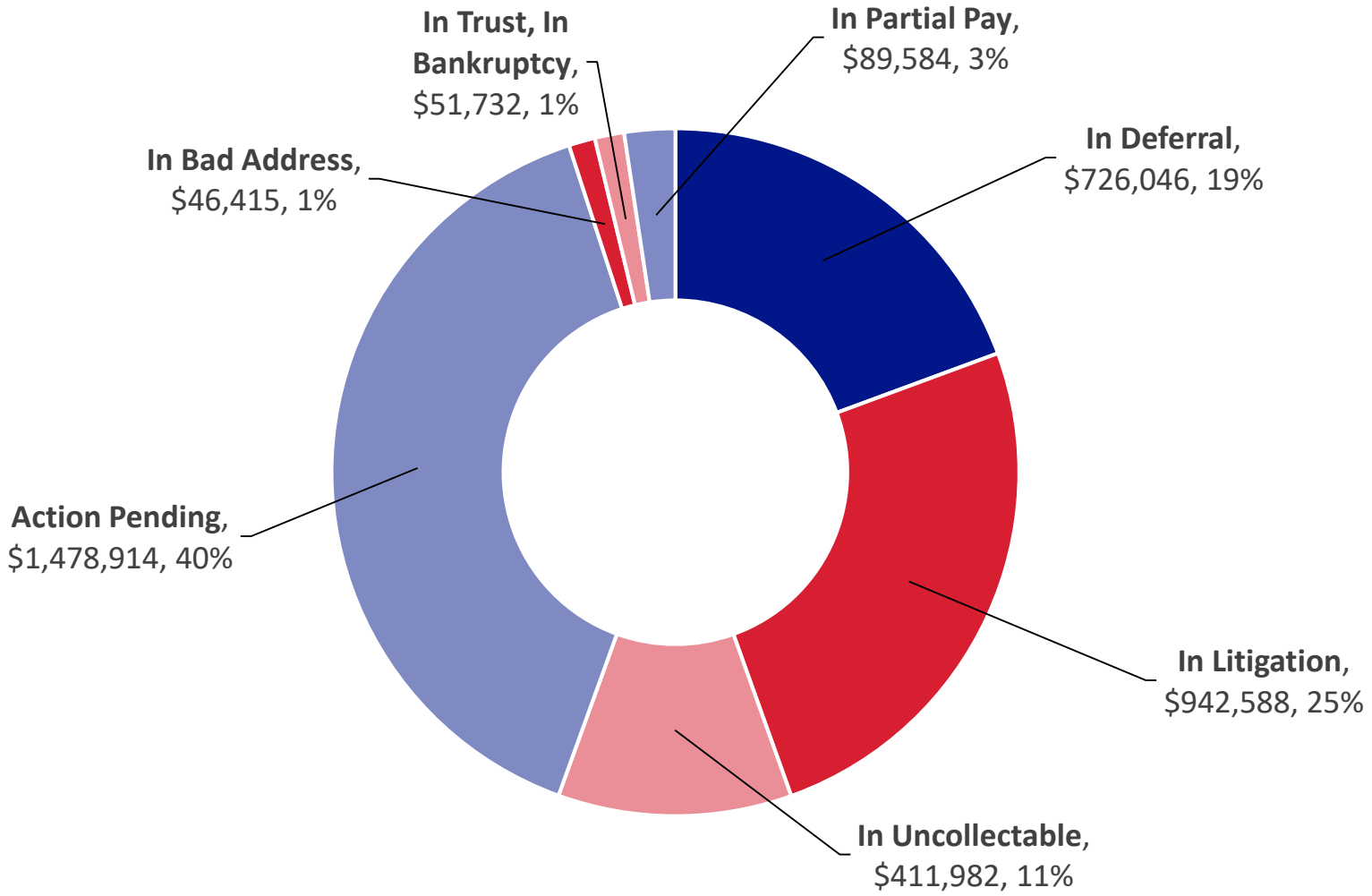
November 2025

www.pbfcm.com

ACCOUNT BREAKDOWN CHART

FOR BRAZORIA COUNTY

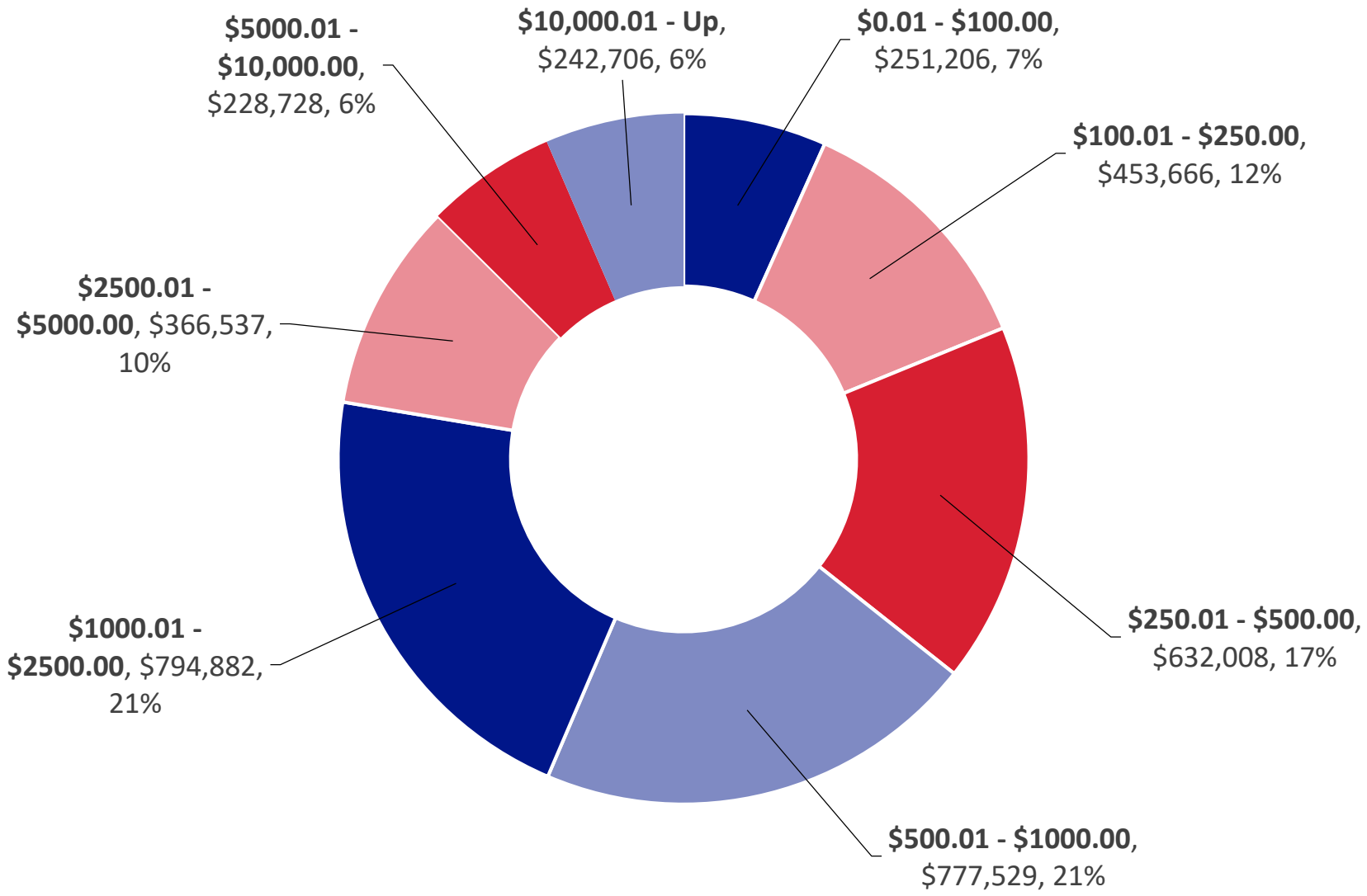
As of 11/10/2025 - ***Total Base Tax: $3,747,262***



DOLLAR RANGE CHART

FOR BRAZORIA COUNTY

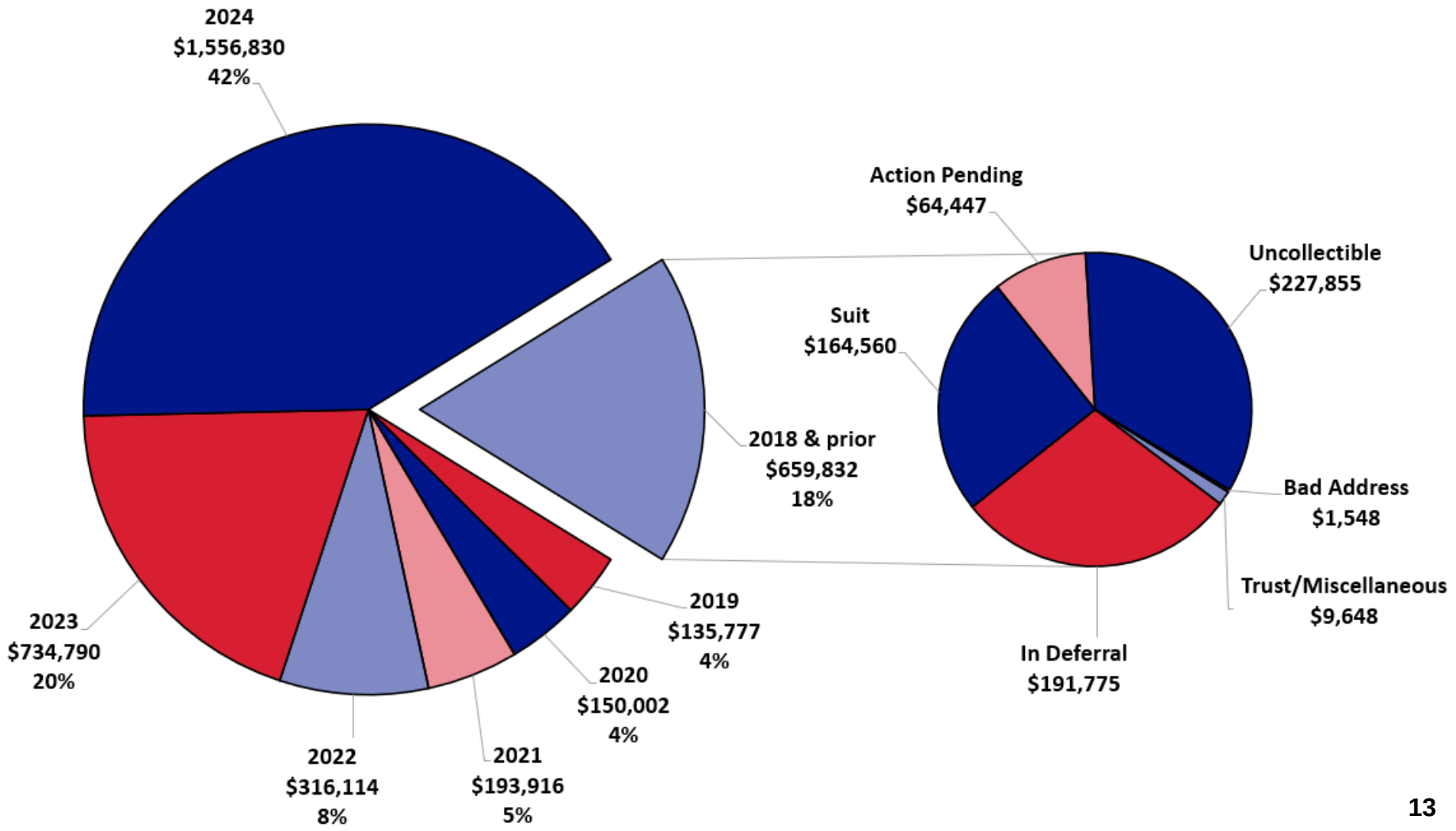
As of 11/10/2025 - ***Total Base Tax: $3,747,262***



OUTSTANDING TAXES YEAR BY YEAR

FOR BRAZORIA COUNTY

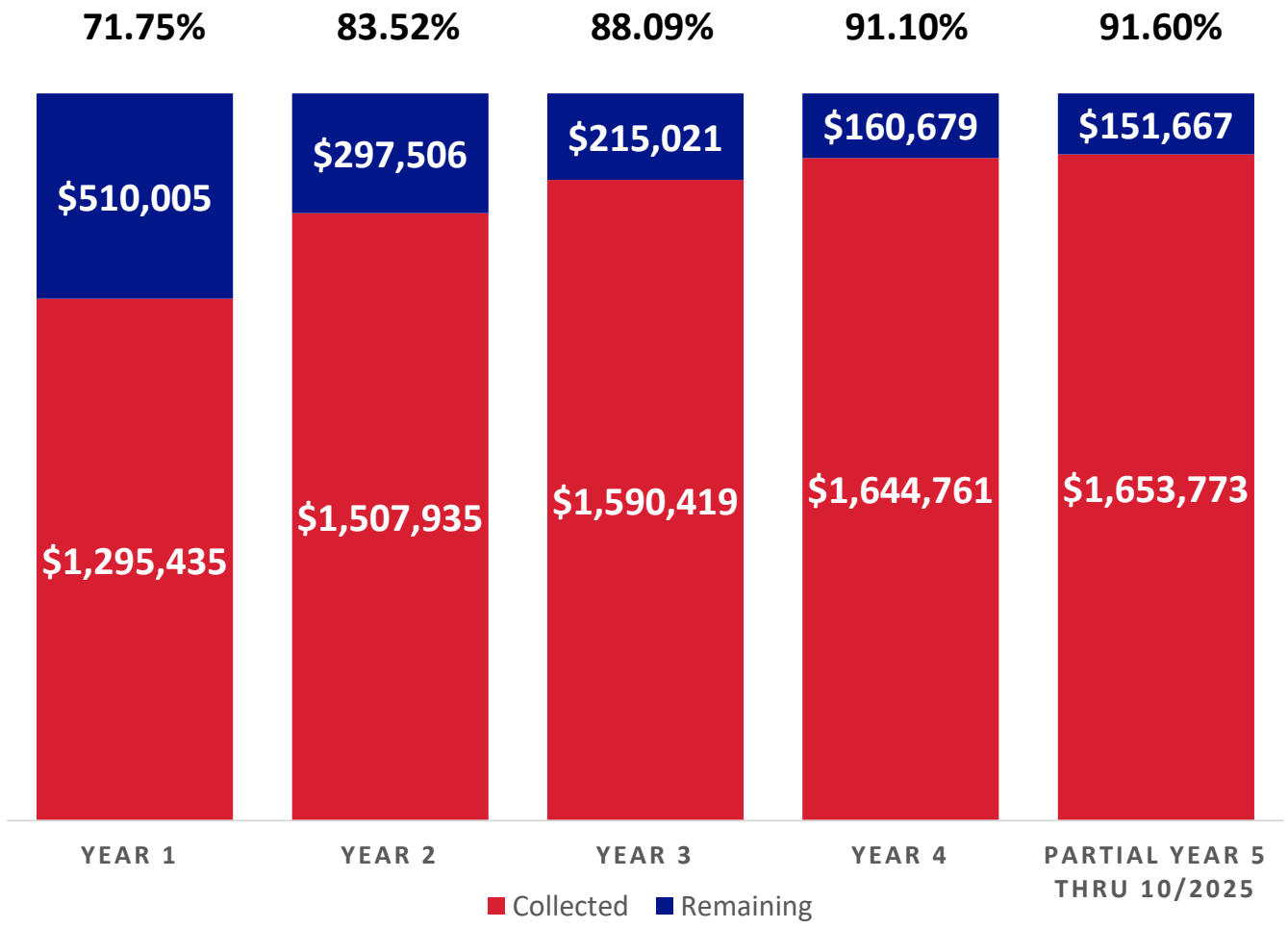
As of 11/10/2025 - ***Total Base Tax: $3,747,262***



2020 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

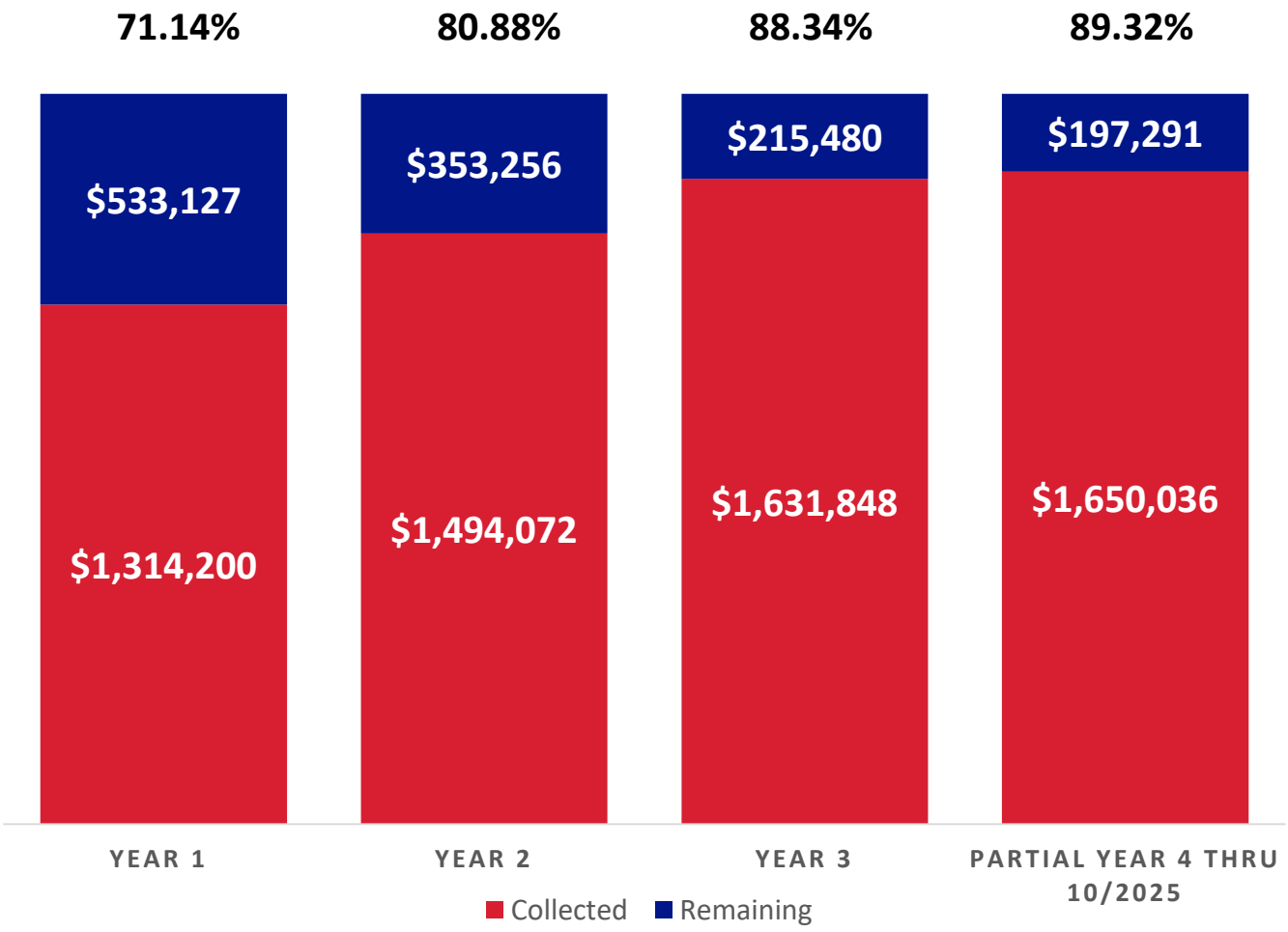
As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $1,805,441***



2021 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

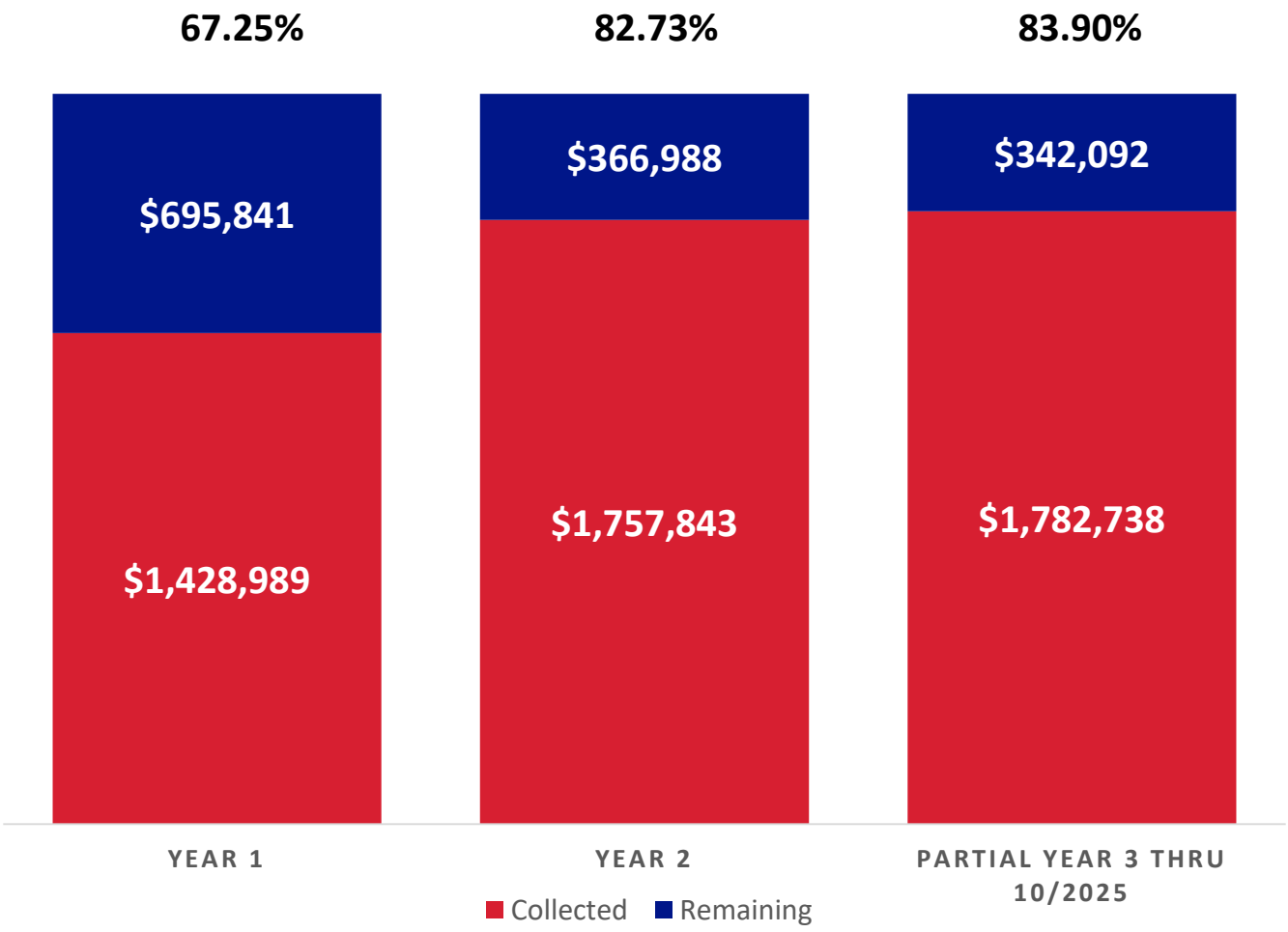
As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $1,847,328***



2022 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

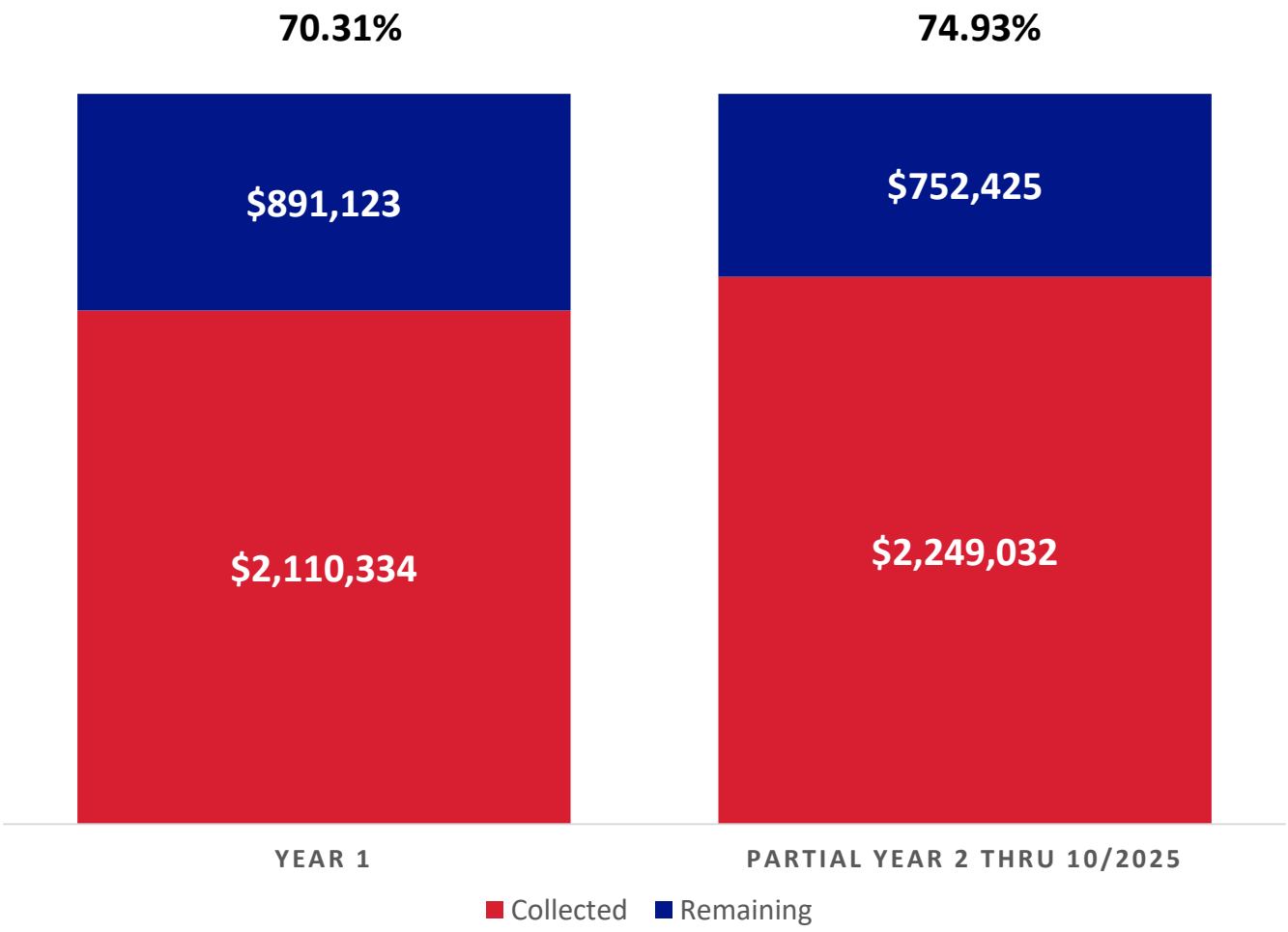
As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $2,124,831***



2023 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

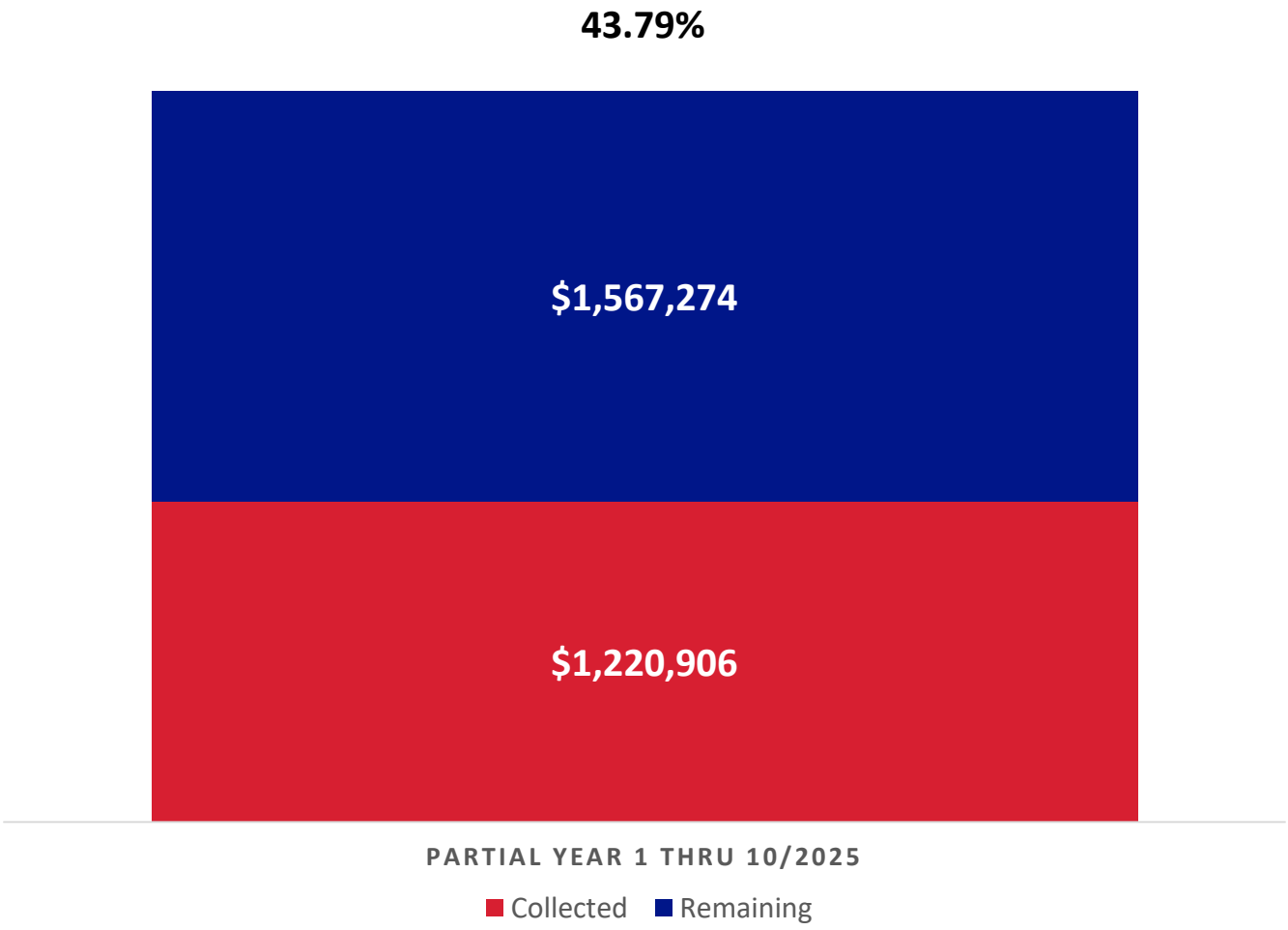
*As of 07/01 – 6/30 for each year - **Initial Outstanding Base Tax $3,001,457***



2024 PERCENTAGE OF COLLECTION

FOR BRAZORIA COUNTY

As of 07/01 – 6/30 for each year - ***Initial Outstanding Base Tax $2,788,180***



PERDUE BRANDON

ATTORNEYS AT LAW

BRAZORIA COUNTY

TOP 10 REPORT AS OF NOVEMBER 1, 2025

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

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

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

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

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

5. **ADAM & AUDRA ROBINSON (2023-2024) $ 12,539; Case # 133249**
   We have a tax suit pending which initially involved three tracts of land in the Brazosport area. We have been receiving monthly payments, however, due to the amount owed to all entities, the case has been set for trial in December 2025.

6. **PROTHERM SERVICES GROUP, LLC- (2022 & 2024) $ 10,960; Case # 136236**
   There are two accounts located in Freeport. Suit was filed in August 2025, and all parties have been served. The case will be set for trial in February 2026 and after judgment, posted for tax sale.

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

8. **SERENITY LIGHT RECOVERY- (2024) $10,613; Case # 125476**
   This involves a 10-acre commercial tract of land in Angleton. We initially filed suit in 2023 and over time taxes were paid but the 2024 taxes became delinquent and part of the lawsuit. We had planned to set the case for trial in December 2025, but the owner filed for bankruptcy, and we filed a claim in September 2025. The owner and secured lender have agreed to allow the owner to try to sell the property by March 2026 or the lender will foreclose. Taxes will be paid in either scenario.

9. **B & E APARTMENTS, LLC- (2023-2024) $ 10,002**
   This is an apartment complex on Dixie Drive in Alvin. The taxpayer made an appropriate 42.08 payment and has filed a suit against the appraisal district. No action can be taken until the valuation lawsuit is complete. It is possible a portion or all the outstanding taxes shown due will be removed.

10. **BRYANT HAMP ESETATE- (2020-2024) $ 8,810; Case # 13467**
    We filed suit in May 2025, on a 35-acre tract of land located in the William Cummings Survey, off County Road 510. There are 30 defendants in the case. Once everyone is served, we will set the case for trial and then tax sale.

ACCOUNTS PAID SINCE SEPTEMBER 1, 2025, TOP 10 REPORT

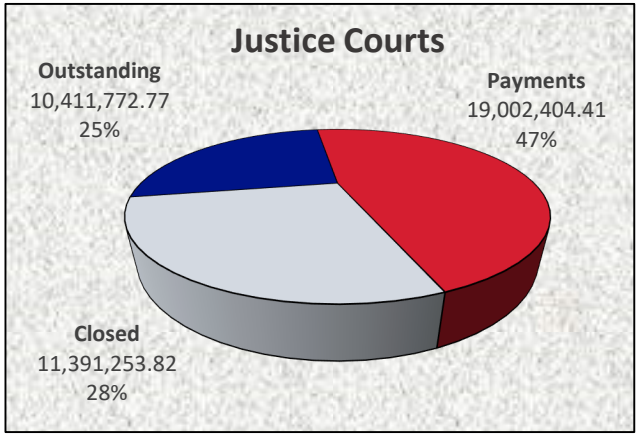
LUCKY JUPITER, INC. (2024) $ 13,368- still owes money but the amount is outside the Top 10

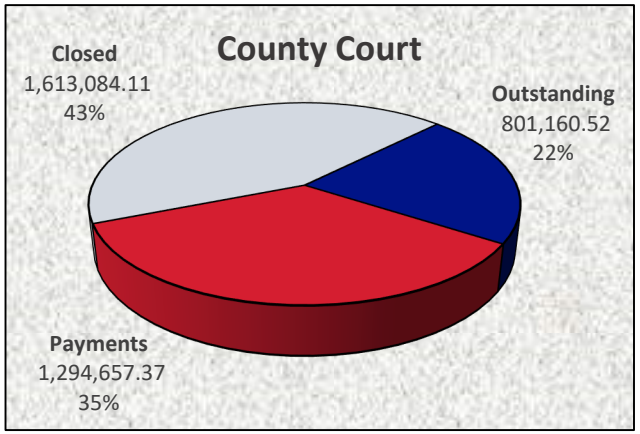
HWY 332 HOSPITALITY, LLC (2024) $ 12,468- still owes money but the amount is outside the Top 10

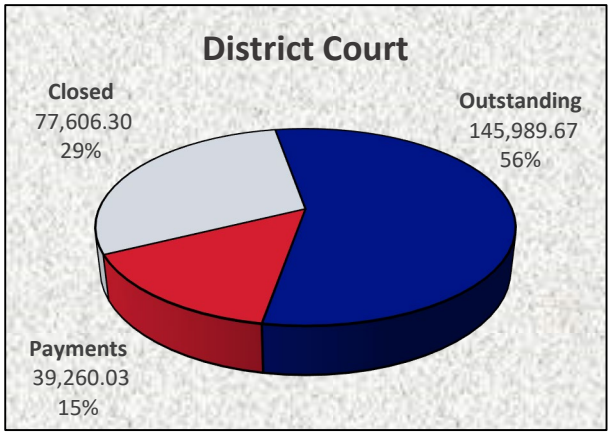
FINE & FEE COLLECTION REPORT AS OF NOVEMBER 18, 2025

FOR BRAZORIA COUNTY

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total $ % cleared	Total # % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts	Text Contacts
	$	#	$	#	% of $	% of #	$	#	% of $	% of #							
Brazoria JP1-1 (Brown)	5,619,258.00	14,604	2,613,137.01	8,538	46.50%	58.46%	1,822,366.14	6,645	32.43%	45.50%	78.93%	103.96%	8,895	61,962	6,277	23,426	13,063
Brazoria JP1-2 (Rape)	3,993,057.00	9,842	1,762,627.20	6,318	44.14%	64.19%	1,215,408.14	3,901	30.44%	39.64%	74.58%	103.83%	6,293	43,209	4,433	24,403	14,051
Brazoria JP2-1 (Vasut)	7,913,433.00	23,499	2,372,327.89	9,725	29.98%	41.38%	2,751,519.36	9,860	34.77%	41.96%	64.75%	83.34%	9,510	60,787	8,445	24,815	15,556
Brazoria JP2-2 (Davis)	6,968,702.00	20,364	3,682,667.04	15,267	52.85%	74.97%	1,635,747.86	6,486	23.47%	31.85%	76.32%	106.82%	11,768	87,165	7,431	27,808	15,956
Brazoria JP3-1 (Merkel)	2,417,998.00	6,262	1,337,633.20	4,425	55.32%	70.66%	745,818.09	2,438	30.84%	38.93%	86.16%	109.60%	4,381	22,885	3,880	13,843	2,394
Brazoria JP3-2 (Castillo)	1,203,433.00	3,281	498,343.67	1,936	41.41%	59.01%	325,042.84	1,512	27.01%	46.08%	68.42%	105.09%	2,328	15,517	2,224	9,704	3,705
Brazoria JP4-1 (Linder)	4,079,277.00	10,324	1,552,765.01	6,888	38.06%	66.72%	947,801.11	2,936	23.23%	28.44%	61.30%	95.16%	5,525	43,550	4,796	17,467	9,815
Brazoria JP4-2 (Kersh)	8,610,273.00	21,511	5,182,903.39	17,518	60.19%	81.44%	1,947,550.28	7,004	22.62%	32.56%	82.81%	114.00%	13,126	130,918	10,837	30,372	14,069
Total of all JP's	**40,805,431.00**	**41,460**	**19,002,404**	**35,789**	**46.06%**	**64.60%**	**11,391,253.82**	**40,782**	**28.10%**	**38.12%**	**74.16%**	**102.73%**	**61,826**	**465,993**	**48,323**	**171,838**	**88,609**
Brazoria County Court	3,708,902.00	4,741	1,294,657.37	3,592	34.91%	75.76%	1,613,084.11	2,350	43.49%	49.57%	78.40%	125.33%	4,430	20,201	5,042	10,775	-
Brazoria District Clerk	262,856.00	250	39,260.03	227	14.94%	90.80%	77,606.30	81	29.52%	32.40%	44.46%	123.20%	656	1,691	637	2,474	-
Total of County/District	**3,971,758.00**	**4,991**	**1,333,917**	**3,819**	**24.92%**	**83.28%**	**1,690,690.41**	**2,431**	**36.51%**	**40.98%**	**61.43%**	**124.27%**	**5,086**	**21,892**	**5,679**	**13,249**	**-**







TOP 10 ACCOUNTS BY ZIP CODE

FOR BRAZORIA COUNTY JP3-2

1

77584 - $34596.20(52)

2

77511 - $23527.30(40)

3

77581 - $12158.60(28)

4

77583 - $12328.50(21)

5

77033 - $9346.00(13)

6

77048 - $7700.30(13)

7

77087 - $6431.50(10)

8

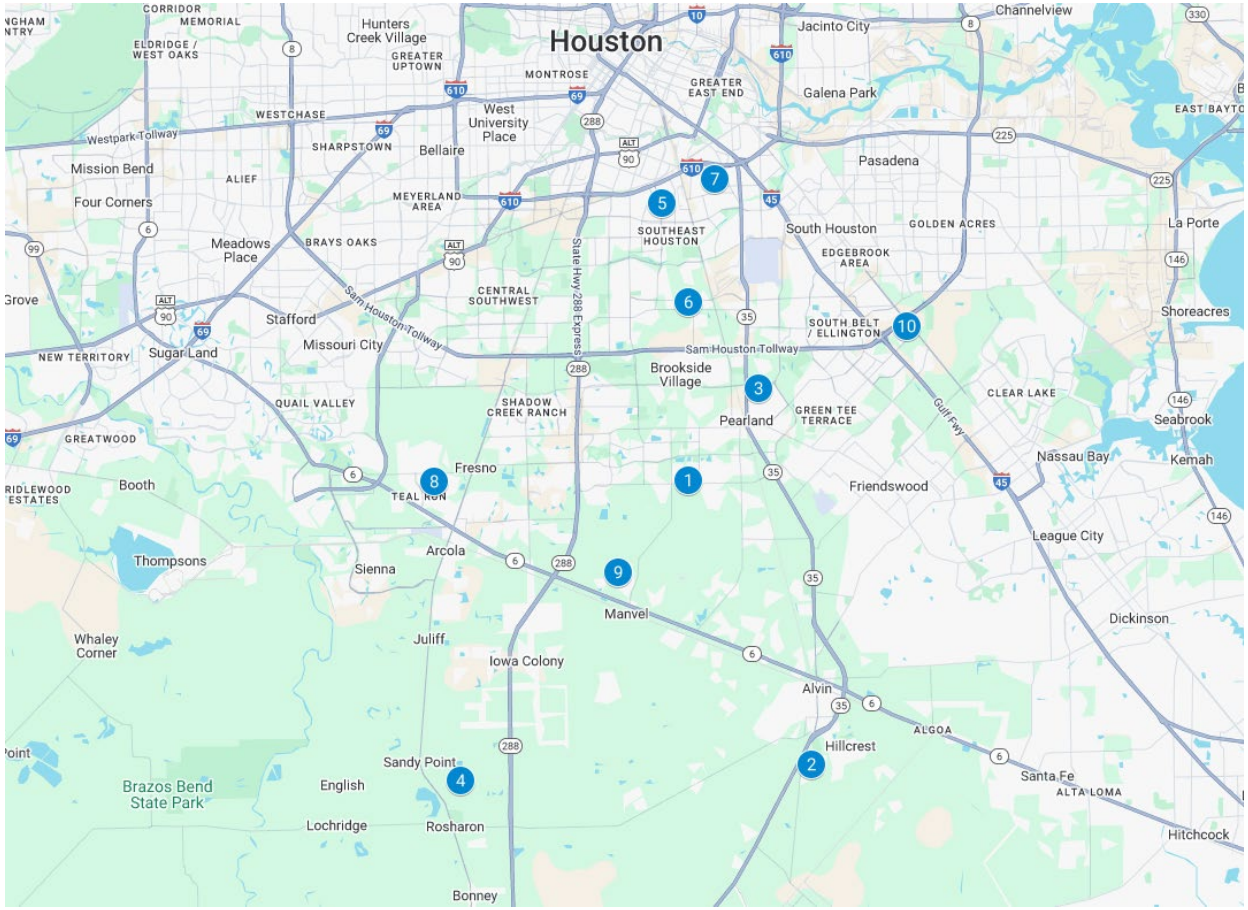
77545 - $6688.50(10)

9

77578 - $6488.80(9)

10

77034 - $6605.50(8)



TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE
FOR BRAZORIA COUNTY JP3-2

1

77511 - $2524.00(4)

2

77584 - $2715.00(4)

3

77075 - $2030.50(3)

4

77021 - $608.50(2)

5

77017 - $1410.50(2)

6

77015 - $1163.50(2)

7

77009 - $1607.00(2)

8

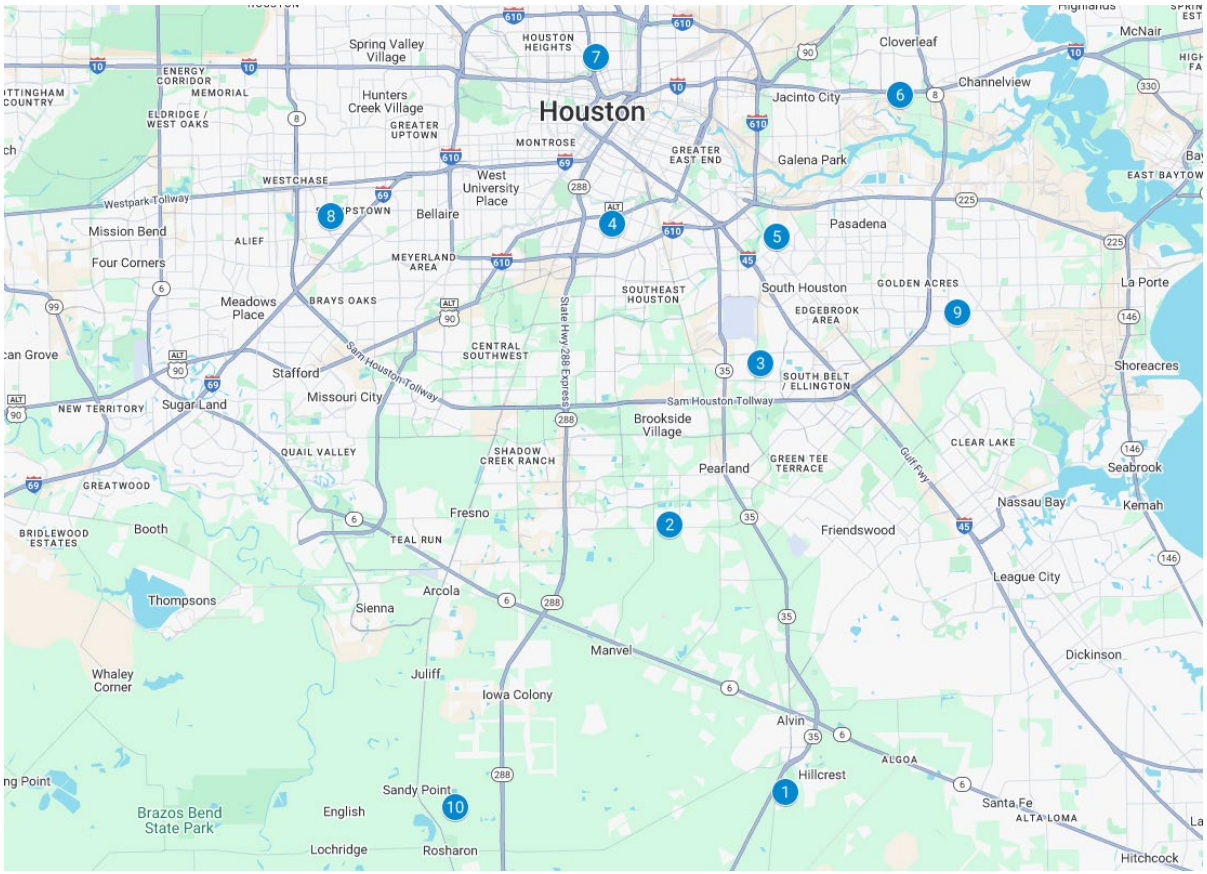
77036 - $1547.00(2)

9

77505 - $710.00(2)

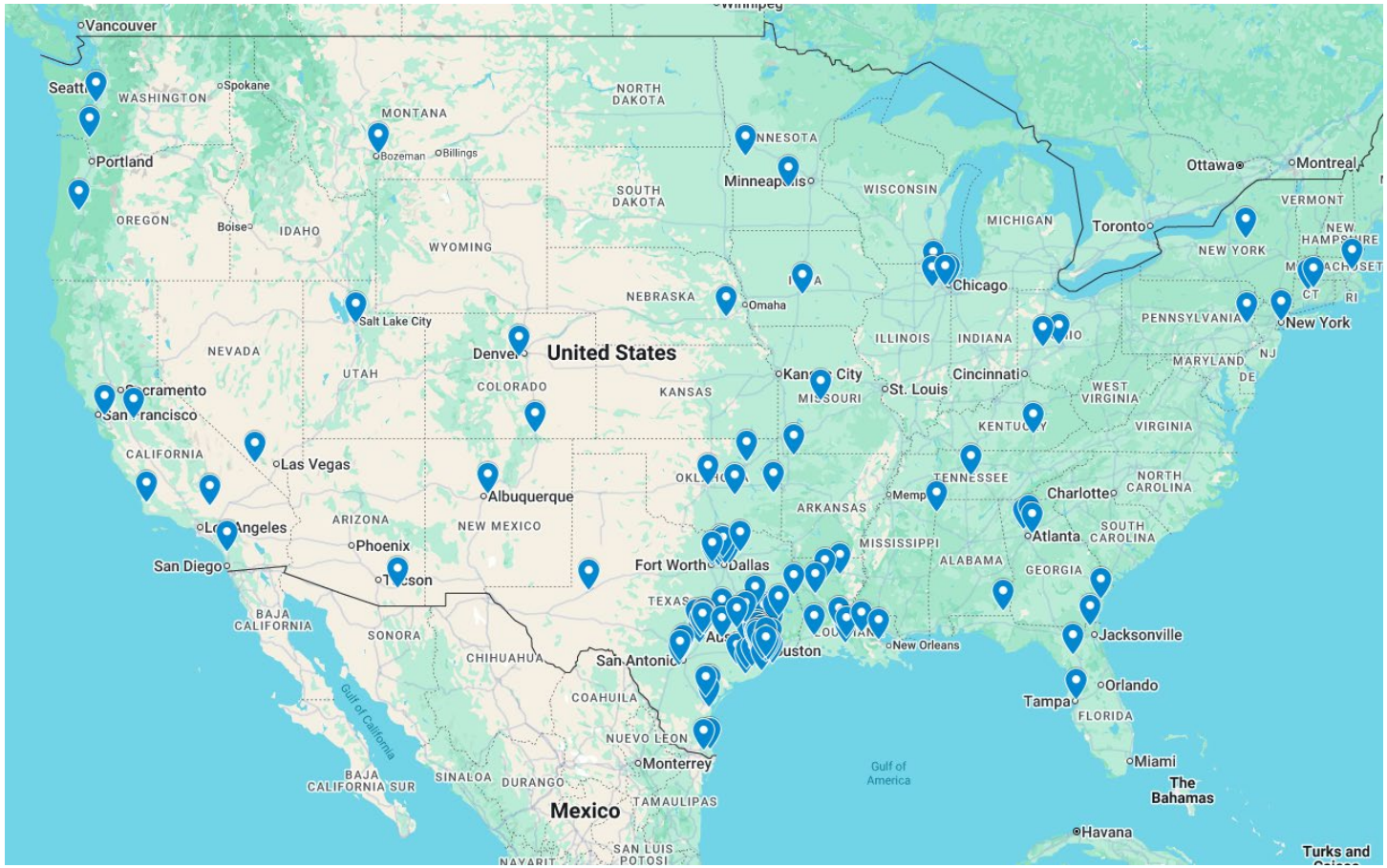
10

77583 - $1313.00(2)



ALL ACCOUNTS
FOR BRAZORIA COUNTY JP3-2

All items



PERDUE BRANDON

ATTORNEYS AT LAW

BCTRA Performance Report
(October 2025)

The following is an overview of our collection activity from September 2021 thru October 2025.

Collections Statistics

	Transactions	Tolls
Turnover	2,927,070	$4,081,362.05
Additions by HCTRA	24,719	$35,484.55
Adjustments by HCTRA	-54,121	-$72,667.76
Adjusted Turnover	**2,897,668**	**$4,044,178.84**
Total Collected (payments)	-439,998	-$632,518.02
Collection Rate	15.18%	15.64%
Remaining Balance	**2,847,670**	**$3,411,660.82**

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

Account Status Breakdown

Status	Accounts	Tolls
In Collections*	98,067	$3,368,110.15
Account Research (Name, Address, Vehicle Ownership, Deceased, Bankruptcy and Client Demographic Change)	239	$3,724.61
Deceased	717	$22,847.16
Bankruptcy	0	$0.00
In Reconciliation	57	898.75
In Dispute	17	$479.81
Other (Cease and Desist, Refused to Pay, Uncollectible, payment pending – Toll Authority)	54	$2,156.94

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

Contact Statistics

Total Calls In	67,104
Total Calls Out	1,432,414
Total Auto Emails Out	1,602,256
Total Auto Text Messages Out	120,485

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **12/9/2025**

Appointments to the Transportation Policy Council and Transportation Advisory Committee - 2026

Approve Appointments to the Transportation Policy Council (TPC) and Transportation Advisory Committee (TAC) - 2026.

Further, that the County Judge be authorized to sign attached appointments on behalf of Brazoria County.

Annual Appointments to the Transportation Policy Council for January 2026-December 2026

Primary Voting Member:

Name: Matt Hanks
Title: County Engineer
Organization: Brazoria County Engineer's Office
Mailing Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: matth@brazoriacountytx.gov
Term Expires: December 2026

Alternate Voting Member:

Name: David Linder
Title: Commissioner Precinct 4
Organization: Brazoria County Commissioner Precinct 4 Office
Mailing Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: davidl@brazoriacountytx.gov
Term Expires: December 2026

Appointing Official:

Signature: _____

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

Title: Brazoria County Judge

Signature Date: _____

Please return completed form by Friday, December 26, 2025

RETURN TO: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516

Annual Appointments for the Transportation Advisory Committee February 2026 – January 2026

Primary Voting Member:

Name: Wael Tabara
Job Title: Assistant County Engineer
Organization: Brazoria County Engineer's Office
Mailing Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: waelt@brazoriacountytx.gov

Alternate Voting Member:

Name: Karen McKinnon
Job Title: Assistant County Engineer
Organization: Brazoria County Engineer's Office
Mailing Address: 451 North Velasco #230, Angleton, TX 77515
Phone: 979-864-1265
Email Address: karenm@brazoriacountytx.gov

Appointing Official:Signature: _____

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

Title: Brazoria County Judge

Signature Date: _____

Please return completed form no later than Friday, December 26, 2025

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **12/9/2025**

Authorize Self-Insurance Coverage

The Court authorizes the use of the County's Self-Insurance fund to comply with the coverage insurance requirements of the attached Health and Human Services Commission Agreement under the Women, Infants, and Children's (WIC) Nutrition Grant Program Agreement for Contract No. HHS001503400032.

Further, that the County Judge and, where applicable, the County Auditor be authorized to complete and endorse documentation relating to this coverage.

Docusign Envelope ID: 0E2DBD7A-CB93-464A-8850-1CDBCAA92847

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS001503400032
UNDER THE
WOMEN, INFANTS, AND CHILDREN'S NUTRITION GRANT PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are Health and Human Services Commission "HHSC" ("System Agency"), a pass-through entity, and Brazoria County Health Department ("Grantee"), having its principal office at 4005 Technology Dr., Ste. 1008 N, Angleton, TX 77515 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Grant Agreement is to provide funding for the Women, Infants and Children's Nutrition Program (the "Grant Agreement").

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

III. DURATION

This Grant Agreement is effective on October 1, 2025 and terminates on September 30, 2030, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. Notwithstanding the limitation in the preceding sentence and with at least 30 calendar days' advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 3 months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement.

IV. STATEMENT OF WORK

The Statement of Work to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment A.

V. BUDGET AND INDIRECT COST RATE

HHSC will issue an annual funding letter ("Notice of Award") to Grantee by July 1 setting the award amount for the corresponding grant fiscal year (October 1 through September 30). HHSC will notify Grantee of any changes to annual funding amounts by issuing a revised Notice of Award.

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Grantee acknowledges and understands awards under this Contract are subject to federal funding to HHSC to facilitate the WIC program.

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT A, STATEMENT OF WORK**.

Indirect Cost Rate: The Grantee's acknowledged or approved Indirect Cost Rate (ICR) and the [ICR Acknowledgement Letter/ICR Acknowledgement Letter – Ten Percent De Minimis/ICR Agreement Letter] is incorporated into this contract by reference. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will incorporate the new rate, together with the new indirect cost rate letter, into this contract by reference and the budget will be revised accordingly.

VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency
Noemi Hernandez, Contract Manager
Health and Human Services Commission
4616 West Howard Lane, Suite 275, Mail Code 4554
Austin, TX 78728
noemi.hernandez2@hhs.texas.gov

Grantee
L.M. "Matt" Sebesta, County Judge
Brazoria County Health Department
237 E. Locust, Suite 401
Angleton, TX 77515-4664
matts@brazoriacountytx.gov

VII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent

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by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VIII. FEDERAL AWARD INFORMATION

Grantee's Unique Entity Identifier is: **N1GLHP8EWHD9**

Federal funding under this Grant Agreement is a subaward under the following federal award(s):

A. Assistance Listings Title and Number:
- Name – Number: Special Supplemental Nutrition Program for Women, Infants & Children (FOOD, ADMIN and PEER) 10-557
- Name – Number: Supplemental Nutrition Assistance Program 10-561

B. Federal Award Period: October 1, 2025 to September 30, 2026

C. Name of Federal Awarding Agency: United States Department of Agriculture (USDA) - Food and Nutrition Service (FNS)

D. Federal Award Project Description: WIC Local Agency Services

E. Awarding Official Contact Information: FNS Southwest Regional Office
Food and Nutrition Service
1100 Commerce Street Room 522
Dallas, TX 75242-9980
(214) 290-9810

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes. Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

- **ATTACHMENT A: STATEMENT OF WORK**;
- **ATTACHMENT B: HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.5 (SEPTEMBER 2024)**;
- **ATTACHMENT C: HHS CONTRACT AFFIRMATIONS V. 2.5 (NOVEMBER 2024)**;
- **ATTACHMENT D: FEDERAL ASSURANCES**;

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- **ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**;
- **ATTACHMENT F: FFATA CERTIFICATION FORM**; and
- **ATTACHMENT G: DATA USE AGREEMENT (OCTOBER 2019)**.

X. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

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SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT
CONTRACT NO. HHS001503400032

SYSTEM AGENCY

Signed by:
Crystal Starkey
8BCBA42F11E543D...

Signature

Printed Name: Crystal Starkey

Title: Deputy Executive Commissioner

Date of Signature: January 14, 2025

GRANTEE

DocuSigned by:
L.M. Sebesta, Jr.
7158A8A7BC4B414...

Signature

Printed Name: L.M. "Matts" Sebesta

Title: County Judge

Date of Signature: January 14, 2025

Docusign Envelope ID: 0E2DBD7A-CB93-464A-8850-1CDBCAA92847

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

1.1 Perform professional, administrative and clerical services necessary to determine eligibility, provide food benefits, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Grantee shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Contract. During the term of this Contract, the USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current System Agency WIC Program Policy and Procedures Manual and program rules.

1.2 Determine eligibility of applicants through assessment of their categorical criteria, income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

1.3 Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations according to WIC Program policy.

1.4 Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Grantee shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.

1.5 Issue pre-numbered WIC Electronic Benefit Transfer (EBT) cards furnished by System Agency to qualified participants who shall use such EBT cards to obtain specified food items from approved participating vendors; maintain complete accountability and security of all WIC EBT cards. Grantee shall be held financially responsible for all unaccounted WIC EBT cards and/or for the redeemed value of those issued to ineligible participants. In addition, Grantee shall be held financially liable for issuance of infant formula benefits that are not authorized or prescribed according to the System Agency WIC Policy and Procedures Manual.

1.6 Provide WIC services in locations in accordance with the System Agency WIC Program's policies.

1.7 Appoint a Grantee WIC Director/Supervisor.

1.8 Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00p.m., Monday through Friday, or on Saturday or Sunday according

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to the Grantee's System Agency-approved Annual Plan of Operations or Certification of Local Agency (LA) Hours of Operation Form, which are incorporated by reference and made a part of this Contract.

1.9 Assist System Agency or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by System Agency's WIC Program policies and procedures for the compilation of such data.

1.10 Become and maintain designation as a Mother-Friendly Worksite in accordance with 25 Tex. Admin. Code§ 31.1.

1.11 Implement or expand Grantee Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC program participants in normal breastfeeding situations. Provide clients with afterhours peer counseling services. Funding for this activity will be contingent on availability and written approval by System Agency.

1.12 Stock System Agency provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. System Agency reserves the right to withhold payment and/or implement other contractual remedies if Grantee fails to accurately complete and submit online breast pump receiving reports within three (3) business days of receiving a System Agency breast pump delivery as documented in the current WIC policy and procedure manual.

1.13 Implement or expand Grantee's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide services for Grantee that includes, but not limited to: high-risk individual counseling, developing and conducting nutrition education classes taught in-person, online, or in a self-paced manner, consultation regarding the appropriate issuance of special formulas, nutrition publications and visual aids for on the job use, implementing staff training, assisting with the Annual Nutrition Education and Breastfeeding plan, and planning and assisting with special projects.

1.14 Train Local Agency staff. The term "Local Agency" is defined at 7 CFR § 246.2.

1.15 Conduct outreach to potential participants and community partners and implement strategies to retain existing participants in accordance with Grantee's outreach and retention plan.

1.16 Complete surveys as requested.

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1.17 Provide all WIC local agency employees providing services to WIC clients, a computer that has access to the WIC Management Information System (MIS) system and meets requirements set by the Texas WIC program.

1.18 Coordinate with System Agency to visit the physical address of a proposed grocery store outlet and determine if a store exists at the specified location and confirm the signage closely matches the indicated store name, if signage is present. Grantee shall send System Agency an email correspondence indicating findings on a form provided by System Agency, within five (5) business days of receipt of the form.

1.19 Review, research, and resolve client records identified by the MIS Dual detection process as a potential "duplicate record". System Agency reserves the right to withhold payment and/ or implement other contractual remedies if Grantee fails to accurately resolve all possible dual participation at the time of certification.

1.20 Ensure requirements are met in accordance with the Contract Terms and Conditions and in the frequency designated by the System Agency. A quarter is October through December, January through March, April through June and July through September, unless otherwise stated.

1.21 Implement special projects according to System Agency-approved plan related to nutrition education, outreach or breastfeeding. Funding for special projects is contingent upon availability and approval in writing by System Agency of the Grantee's plan for the special project.

1.22 If selected by System Agency, provide meals to WIC participants as part of the WIC Summer Meals Program in collaboration with the Texas Department of Agriculture (TDA) as follows:

A. Implement WIC Summer Meals Program according to System Agency-approved plan.

B. Submit meals served data to Contracting Entity (CE), a designated TDA contractor, in a frequency and format designated by the CE.

C. Submit requested updates and/or reports to System Agency in a frequency and format designated by System Agency.

1.23 Implement lactation services for WIC program participants who have breastfeeding problems that are beyond the scope of practice of Grantee's WIC staff and/or peer counselors using International Board-Certified Lactation Consultants (IBCLC) or the most qualified equivalent. Lactation services may also include Local Agency staff training and the provision of lactation equipment. System Agency will provide written approval of Grantee's plan to use lactation funding.

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1.24 If selected by System Agency, serve as:

A. A Lactation Support Center for WIC program mothers with breastfeeding problems as outlined by System Agency;

B. A Lactation Support Center that provides the opportunity for WIC local agency staff and other health care providers to receive training and clinical experience working with breastfeeding mothers; and

C. A statewide Lactation Support Center for health care providers to utilize for information and assistance when working with pregnant and breastfeeding women. To serve as the Lactation Support Center Grantee must:

1. Provide counseling services (to include in-person, phone, and teleconsults) to breastfeeding mothers at Grantee's location every fiscal year.

2. Ensure at least 40 students (i.e., WIC staff, dietetic interns, residents, nurses) complete the Clinical Lactation Practicum or other breastfeeding training.

3. Provide community education and track outreach activities to promote and support breastfeeding and the use of the Lactation Support Center in the community.

4. Submit quarterly activity reports within thirty (30) calendar days after the end of each quarter of this Contract, in a format designated by System Agency. Activity reports will include Grantee's activities to meet requirements stated within this section.

5. If selected, oversee the lactation support hotline. Oversight includes:

a. Designate an employee(s) or sub-contractor, who is trained to support breastfeeding, to answer the hotline during designated hours within their scope of practice and provide appropriate referrals if outside the scope of practice or as needed.

b. Provide information to families and health care providers on breastfeeding management and appropriate referrals and resources, or assistance on finding local IBCLC services in their area.

c. Report the available data on the monthly number of calls received through the Texas Lactation Support hotline.

1.25 Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Grantee's staff is approved in writing by System Agency to participate in the System Agency's dietetic Internship program. This internship will consist of

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no less than 1,000 hours of supervised learning experiences in a variety of nutrition related facilities. Grantee is responsible for:

A. Designating a WIC Nutritionist, preferably a registered dietitian, to be the Community Nutrition WIC Preceptor and oversee and evaluate intern's performance for the Community Nutrition (CN)/WIC portion of the System Agency dietetic internship.

B. The Community Nutrition WIC Preceptor to ensure that the dietetic interns meet all requirements, standards and required supervised practice hours for the CN Supervised Practice as outlined by the System Agency's WIC Program.

C. Ensuring that the intern is not used for regular WIC duties during the internship period.

D. Collecting pay-back monies from intern in the event that the intern does not fulfill dietetic internship local agency contract requirements. Monies must be returned to System Agency.

1.26 If selected by System Agency, implement or expand the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) projects. SNAP-Ed projects will focus on obesity prevention, nutrition education or breastfeeding-friendly community initiatives, or peer counselor services for SNAP-Ed and WIC eligible populations within the community.

If selected, grantee shall appoint a project coordinator to oversee the implementation and evaluation of each initiative; participate in activities as requested by System Agency, including but not limited to, reports including budget status and evaluation results, collaboration on articles, participation in sharing sessions; follow the SNAP-Ed guidance related to allowable costs for approved SNAP-Ed projects; collect data and submit all requested reports in a frequency and format designated by SNAP-Ed and System Agency for review and approval.

1.27 If selected by System Agency, implement or expand the Improving Participant Experience (IPE) initiative and strategies to improve the client experience and alleviate client "pain points," thus improving the quality of services and client satisfaction. This may include clinic improvements, repairs or renovations.

A. Grantee shall submit proposed initiatives required reports, and documents in a frequency and format designated by System Agency for review and approval.

B. Grantee shall appoint a project coordinator to oversee the implementation and evaluation of each initiative.

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C. Grantee shall participate in activities as requested by System Agency, including but not limited to, submitting mid-year and end of year reports, quarterly webinars, and participating in sharing sessions.

D. Grantee shall spend funds related to clinic improvements on items that meet the Texas WIC Design Guidelines and Catalog and request approval from the System Agency for other items or projects if they are outside of the WIC branding guidelines and the Texas WIC Design Guidelines and Catalog regardless of cost.

1.28 If selected by System Agency, assist other local agencies with the following:

A. purchasing supplies and/or equipment for other WIC local agencies,

B. provide services to assist other WIC local agencies with certifications, scheduling appointments, issuance of benefits and processing applicants within federal timeframes;

C. Assist local agencies in utilization of clinic space and clinic flow including:

1. Consultation with local agency regarding placement of equipment and clinic reconfiguration to enhance clinic flow.

2. Visits to local agency sites to ensure that changes are successfully implemented and to advise and make recommendations as needed.

D. Assist with mentoring new directors on WIC implementation and policy and procedures related to the WIC program.

E. Additional duties not listed but deemed necessary by either the local agency or System Agency;

F. Submit reports to System Agency in a format and frequency designated by System Agency documenting services provided to local agencies and local agency clinic efficiency.

1.29 If selected by System Agency, provide WIC outreach utilizing a subcontracted entity for a designated area of the state.

Subcontracted WIC program outreach services to include:

A. Conduct outreach to potentially eligible persons about the benefits of the WIC Program, including nutrition education, breastfeeding support and supplemental foods;

B. Provide WIC application and appointment assistance, including assistance with the online WIC portal or mobile application;

C. Promote WIC services at community events and through local media;

D. Track and report case outcome determination; including persons referred to WIC who subsequently participate in the WIC program; and

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E. Provide WIC clients and applicants with appointment reminders.

Administrative requirements include:

A. Require at a minimum, one (1) in-person training per federal fiscal year (FFY) for all subrecipient subcontractor staff providing WIC program services outreach. Grantee will submit to System Agency training content for review and approval upon request.

B. Provide System Agency with Grantee and Grantee subcontractor activity reports in the frequency and format designated by System Agency.

C. Grantee shall maintain and provide to System Agency upon request, written policies and procedures for monitoring subrecipient subcontractors for both financial and programmatic performance.

D. Grantee shall submit to System Agency upon request, results of ongoing monitoring and corrective actions in a format and frequency designated by System Agency.

E. Grantee shall ensure a signed Data Use Agreement is signed for every contract term and that all client and potential client identifying information forwarded to the subrecipient subcontractor is used only for the purposes stated in this section.

1.30 If selected by System Agency, serve as a Training and Conference center for the Texas WIC program and the United States Department of Agriculture (USDA) staff.

A. In addition to training implemented by Grantee, the Training and Conference Center shall be used as a central site for conducting routine training by System Agency.

B. Training center staff may be requested to develop specific courses as designated by the System Agency.

C. Training center staff must be made available to conduct trainings when needed.

D. Training center staff may be required to travel to other agencies/sites to conduct trainings at the System Agency's request.

E. Grantee shall submit proposed courses, initiatives and required reports in a frequency and format designated by System Agency for review and approval.

F. The Training and Conference Center will also be available for video conferencing as needed by System Agency, USDA, and WIC local agencies.

1.31 Notify the assigned contract manager to this Contract in writing of any change in the Grantee's Contact Persons or Key Personnel within ten (10) business days. This

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will be documented and tracked using controlled correspondence with the HHSC contract manager per Section 1.35.

1.32 Notify the assigned contract manager to this Contract in writing of any significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three (3) calendar days of discovery in addition to notifying the appropriate authorities.

1.33 Comply with the Contract's Terms and Conditions and the System Agency WIC Program's property management policy.

1.34 Require that all Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner while performing the Project.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

1.35 HHSC and the Grantee may formally document requests for decisions and/or information, and the subsequent response to those requests, using controlled correspondence, unless an alternate communication procedure is documented in the WIC policy and procedures. To be effective, each controlled correspondence document must be signed by both HHSC contract manager (or designee) and the Grantee contract manager (or designee) identified in the Contract. An electronic signature is acceptable. Controlled correspondence documents will be maintained by both HHSC and Grantee in on-going logs and must become part of the normal status reporting process.

1.36 Notify System Agency in writing at least ninety (90) calendar days before the intended effective date of any change in legal entity status, such as ownership or control, name change, legal status with the Texas Secretary of State, or State Comptroller's Texas Identification Number. This will be documented and tracked using controlled correspondence with the HHSC contract manager per Section 1.35.

1.37 Notify System Agency in writing within ten (10) calendar days of any change in administrator or director; and within seven (7) business days of any change in the contact telephone number designated in the Contract. This will be documented and tracked using controlled correspondence with the HHSC contract manager per Section 1.35.

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1.38 Notify their assigned contract manager in writing within one (1) business day when Grantee has knowledge or any reason to believe that they or their agent, employee, subcontractor or volunteer that is working in a financial role under this Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program crime.

1.39 Notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five (5) business days of the date of becoming aware of such.

1.40 Ensure compliance with insurance coverage as written in the Contract's Terms and Conditions and in this Attachment A, to include:

A. Insurance for governmental entities shall align to Texas Government Code Chapter 2259, as it relates to self-insurance.

B. Grantee shall secure professional liability insurance on an occurrence basis with a limit of not less than $1 million per occurrence or wrongful act and $1 million yearly aggregate for qualified professional services provided under this Contract. Policy shall be endorsed with a waiver of subrogation in favor of System Agency. This insurance shall not be canceled, materially changed, or nonrenewed except after thirty (30) days written notice has been given to System Agency. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

C. Additionally, unless employed by System Agency, Grantee or their agent, employee, subcontractor or volunteer will not be allowed to operate System Agency vehicles. Grantee or their agent, employee, subcontractor or volunteer may operate their own vehicles in performance of their duties provided they present proof of personal auto insurance and a valid driver's license. It is understood that Grantees or their agents, employees, subcontractors or volunteers are required to carry their own auto insurance at all times. Grantee and all their agents, employees, subcontractors or volunteers shall hold System Agency harmless from any liability resulting from operation of personal vehicles.

1.41 Ensure adequate hardware, software and ongoing information technology (IT) support necessary to maintain the Grantee's operations and activities.

II. DELIVERABLES

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2.1 Grantee must develop an annual Nutrition Education and Breastfeeding Plan, including an Outreach and Retention Plan, in accordance with HHS WIC Program Policy and Procedures Manual and initially submit to the System Agency in the format designated by System Agency for review and approval. Grantee must incorporate System Agency requested revisions, as applicable, by the date agreed upon by the System Agency and Grantee. The System Agency shall have the option to withhold reimbursement and/or implement other contractual remedies if the required revisions to the Nutrition Education and Breastfeeding Plan are not submitted by the final due date designated by the System Agency.

2.2 Grantee must submit a complete and accurate Financial Status Report (FSR) as a final close-out FSR in the format designated by System Agency no later than sixty (60) calendar days following the end of the corresponding fiscal year in accordance with HHS WIC Program Policy and Procedures Manual. The System Agency shall have the option to withhold reimbursement and/or implement other contractual remedies if the final FSR is not submitted by November 29, or the date agreed upon by the System Agency and Grantee.

III. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions. System Agency will email the Grantee a notification when performance measure is not met and request an action plan on how the Grantee will meet the performance measure for the next quarter. The action plan must be reviewed and accepted by the System Agency.

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in the Contract, without waiving the enforceability of any of the other terms of the Contract.

3.1 Grantee must:

A. Ensure an average of less than 5% of families who participate in the WIC Program as food benefit recipients will refuse nutrition education classes at the time of food benefit issuance, per quarter. The System Agency will access and analyze performance measure data. The families nutrition education refusal percentage is the number of families refusing nutrition education divided by the number of families eligible to receive nutrition education.

B. Ensure an average of 20% of all pregnant women who enter the WIC Program shall be certified as eligible during the period of the first trimester of their pregnancy, per quarter. The System Agency will access and analyze performance measure data. The certified first trimester percentage is the number of pregnant women certified in the first trimester divided by the total number of pregnant women certified.

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C. Ensure an average of 80% of clients enrolled in the WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food benefit recipients each month (breastfeeding infants are also included in the client count), per quarter. The System Agency will access and analyze performance measure data. The active participant percentage is the number of participating clients issued benefits where monthly participation status reason is 'Active' excluding dual participants, transfer locked and migrants, divided by the number of eligible participants (enrolled) excluding dual participants, transfer locked and migrants; and

D. Ensure an average customer satisfaction percentage of no more than 10% below the statewide average, per quarter. The System Agency will access and analyze performance measure data. The statewide customer satisfaction percentage is an aggregate of all Grantee customer service satisfaction scores. Ten percent of the statewide average is subtracted from the total statewide average giving the Grantee the minimal acceptable customer satisfaction score. The System Agency may use additional customer satisfaction comparisons to continually improve the service in Texas.

IV. INVOICE AND PAYMENT

4.1 System Agency will send Grantee an annual funding letter ("Notice of Award") setting the award amount for the corresponding fiscal year. Annual and funding adjustment Notices of Award will be incorporated into this Contract by reference.

4.2 Grantee will request monthly reimbursements by e-mail to HHSC WIC Program Services Unit at WICInvoices@hhs.texas.gov by the last business day of the following month.

4.3 Grantee will submit a separate invoice for reimbursement of actual allowable costs associated with each project as indicated on the Notice of Award funding letter.

A. Grantee will indicate separately on the face of the invoice, the costs associated with administration, nutrition education, and breastfeeding, and/or in the format designated by System Agency.

B. Grantee awarded SNAP-Ed Program funding will indicate separately on the face of the invoice the expense by cost categories as instructed when awarded the SNAP-Ed funding.

4.4 Grantee will submit FSR quarterly reports by e-mail for each project as indicated on the Notice of Award funding letter to HHS WIC Program Services Unit at WICInvoices@hhs.texas.gov by the last business day of the month following the end of each quarter of the Contract term for review and financial assessment.

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4.5 Grantee will be paid in accordance with the terms of this Contract.

4.6 All payments made by System Agency to Grantee under this Contract will be reimbursements subject to the following requirements, conditions and stipulations:

A. All categories of costs billed to System Agency and allocation of such costs, shall be in accordance with the Plan to Allocate Direct Costs (PADC) submitted by Grantee and accepted by the System Agency. This document is incorporated in the Contract by reference.

B. System Agency will reimburse Grantee up to the earned allowable amount for administrative costs necessary to fulfill program objectives such as determining eligibility, providing appropriate nutrition education and counseling, providing breastfeeding promotion and support, issuing benefits via the WIC EBT cards, making participant referrals, vendor evaluation, outreach, and start-up costs.

C. Administrative funding is based on the Grantee's participant rate and/or a base rate as established by System Agency.

D. Grantee will be allowed the option of receiving cash advances in accordance with current System Agency's WIC program policy and procedures.

E. Grantee must liquidate all encumbrances and invoice for all costs associated with the FFY within sixty (60) calendar days of the last day of the FFY.

F. Grantee shall utilize not less than 19% of total expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance within the WIC Program.

G. System Agency will provide annually to Grantee an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Grantee will be based on Grantee's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported on the System Agency MIS known as the Texas Integrated Network (TXIN).

H. System Agency reserves the right to withhold payment or implement other contractual remedies when evidence exists that nutrition education and/or breastfeeding promotion is not being provided or not adequate, or Grantee is not complying with the provisions of USDA and/or System Agency directives.

I. System Agency may provide extended hours funding to Grantee for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.

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J. To the extent that one time federal funding is available, System Agency may allocate additional funding to Grantee to be used exclusively for one time staff merits. Grantee will maintain authority for the distribution of merit funds and request reimbursement for spent funds consistent with the award letter requirements. Grantee must utilize the additional funding following the specified System Agency methodology.

4.7 Grantee will submit a reimbursement or payment request as a final close-out invoice not later than sixty (60) calendar days following the end of the corresponding fiscal year. Reimbursement or payment requests received after the deadline may not be paid.

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Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

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

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

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

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

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

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

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

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

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

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

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

1.2 Interpretive Provisions

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

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

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

2.3 ANCILLARY AND TRAVEL EXPENSES

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

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2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

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

2.8 NONSUPPLANTING

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

2.9 INDIRECT COST RATES

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

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

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

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4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

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

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

5.2 General Affirmations

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

5.3 Federal Assurances

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

5.4 Federal Certifications

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

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5.5 State Assurances

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

ARTICLE VI. Intellectual Property

6.1 Ownership of Work Product

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

6.2 Grantee's Pre-Existing Works

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

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 Third Party IP

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

6.4 Agreements with Employees and Subcontractors

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

6.5 Delivery upon Termination or Expiration

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

6.6 Survival

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

6.7 System Agency Data

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

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

7.2 DAMAGE TO STATE PROPERTY

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

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7.3 Property Rights upon Termination or Expiration of Contract

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

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

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

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8.5 CONFIDENTIALITY

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

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

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

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

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

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9.3 Termination for Cause

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

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

9.5 Inherently Religious Activities

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

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

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

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

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10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

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

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

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

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

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

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

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

11.8 Subcontractors

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

11.9 Permitting and Licensure

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

11.10 Independent Contractor

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

11.11 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

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

11.13 SURVIVABILITY

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

11.14 FORCE MAJEURE

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

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

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

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

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

11.21 Counterparts

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

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11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

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

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

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

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

11.26 Disclosure of Litigation

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

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

11.27 No Third Party Beneficiaries

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

11.28 Binding Effect

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

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HEALTH AND HUMAN SERVICES
Contract Number HHS001503400032
Attachment C CONTRACT AFFIRMATIONS

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

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

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

2. Complete and Accurate Information

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

3. Public Information Act

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

4. Contracting Information Requirements

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

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

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18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

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

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31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

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

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

37. Abortion Funding Limitation

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

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

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

38. Funding Eligibility

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

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

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

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

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

41. COVID-19 Vaccine Passports

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

42. COVID-19 Vaccinations

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

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43. Entities that Boycott Energy Companies

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

44. Entities that Discriminate Against Firearm and Ammunition Industries

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

45. Security Controls for State Agency Data

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

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

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

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47. Office of Inspector General Investigative Findings Expert Review

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

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

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

49. Foreign-Owned Companies in Connection with Critical Infrastructure

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

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

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

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52. Prohibition on Abortions

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

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

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

55. False Statements

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

56. Permits and License

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

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57. Equal Employment Opportunity

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

58. Federal Occupational Safety and Health Law

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

59. Signature Authority

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

Signature Page Follows

Docusign Envelope ID: 0E2DBD7A-CB93-464A-8850-1CDBCAA92847

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

Brazoria County

Legal Name of Contractor

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

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:
L.M. Sebesta. Jr.
7158A8A7BC4B414...

Signature of Authorized Representative

January 14, 2025

Date Signed

L. M. "Matt" Sebesta, Jr.

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

County Judge

Title of Authorized Representative

237 E. Locust, Ste 401

Physical Street Address

Angleton, Texas 77515

City, State, Zip Code

Same

Mailing Address, if different

Same

City, State, Zip Code

979-864-1200

Phone Number

979-864-1239

Fax Number

matts@brazoria-county.com

Email Address

040341430

DUNS Number

74-60000445

Federal Employer Identification Number

17460000445

Texas Identification Number (TIN)

17460000445

Texas Franchise Tax Number

Texas Secretary of State Filing Number

N1GLHP8EWHD9

SAM.gov Unique Entity Identifier (UEI)

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OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: L.M. Sebesta, Jr.	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Brazoria County Health Department	January 14, 2025

Standard Form 424B (Rev. 7-97) Back

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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 civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Brazoria County Health Department

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: County Judge | Middle Name:

* Last Name: Sebesta | Suffix:

* Title: County Judge

* SIGNATURE: DocuSigned by: L.M. Sebesta, Jr. | * DATE: January 14, 2025

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TEXAS Health and Human Services

Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

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

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

◯ Yes – Skip questions A, B and C and continue to section D. ⓧ No – Answer questions A and B.

A. Certification Regarding Percent of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

◯ Yes ⓧ No – Skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

ⓧ Yes ◯ No – Skip question C.

If your answer is **Yes** to both questions A and B, you must answer question C.

If your answer is **No** to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

◯ Yes ◯ No – Provide the names and total compensation of the top five highly compensated officers/senior executives.

Name of Officer or Senior Executive	Total Compensation
1.	
2.	
3.	
4.	
5.	

D. Signatures

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

DocuSigned by:
L.M. Sebesta. Jr.
7158A8A7BC4B414...

Signature of Authorized Representative

January 14, 2025

Date

Printed Name of Authorized Representative	Title of Authorized Representative
L.M. Sebesta. Jr.	County Judge
Legal Name of Contractor	**Unique Entity Identifier**
Brazoria County Health Department	N1GLHP8EWHD9
Applicable HHSC Contract No.(s):	
HHS001503400032	

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DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

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privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

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"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

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(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

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impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi**.** The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

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- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

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(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:***
a. The date the Breach occurred;

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b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

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(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

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Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

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Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with_____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE _____**, 202 .**	**DATE:** _____

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Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

Certificate Of Completion

Envelope Id: 0E2DBD7A-CB93-464A-8850-1CDBCAA92847
Status: Completed
Subject: New $16,754,610.00; HHS001503400032; Brazoria County; CPSO/FHS/EFND/WIC
Procurement Number:
Source Envelope:
Document Pages: 121
Signatures: 6
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)
PCS_DocuSign@hhsc.state.tx.us
IP Address: 168.60.229.116

Record Tracking

Status: Original
12/18/2024 6:40:05 PM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Texas Health and Human Services Commission
Location: DocuSign

Signer Events	Signature	Timestamp
Andy Marker Edward.Marker@hhsc.state.tx.us Director, System Contracting Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 167.137.1.17	Sent: 12/18/2024 6:43:34 PM Viewed: 12/19/2024 7:54:41 AM Signed: 12/19/2024 7:54:48 AM
L.M. Sebesta. Jr. matts@brazoria-county.com County Judge Brazoria County Health Department Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.232.211.130	Sent: 12/19/2024 7:54:53 AM Viewed: 12/31/2024 9:03:35 AM Signed: 1/14/2025 12:31:58 PM
Crystal Starkey crystal.starkey@hhs.texas.gov Deputy Executive Commissioner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 167.137.1.11	Sent: 1/14/2025 12:32:04 PM Viewed: 1/14/2025 1:01:15 PM Signed: 1/14/2025 1:01:23 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Leigh MacLean leigh.maclean@hhs.texas.gov Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/18/2024 6:43:32 PM
Melissa Gonzales Melissa.Gonzales@hhs.texas.gov Contract Administration Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/18/2024 6:43:33 PM
Noemi Hernandez noemi.hernandez2@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/18/2024 6:43:33 PM Viewed: 12/19/2024 8:09:09 AM
Rebecca Reed beccab@brazoria-county.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/19/2024 7:54:53 AM Viewed: 12/26/2024 10:09:05 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2024 6:43:33 PM
Certified Delivered	Security Checked	1/14/2025 1:01:15 PM
Signing Complete	Security Checked	1/14/2025 1:01:23 PM
Completed	Security Checked	1/14/2025 1:01:23 PM

Payment Events	Status	Timestamps

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **12/9/2025**

Brazoria County Sexual Assault Response Team (SART)

The Court hereby appoints the members of Brazoria County Sexual Assault Response Team in accordance with Local Government Code Section §351.252.

The appointed members are as follows:

Claudette Tuggle - Brazoria County Women's Center
Mary Aldous - Brazoria County District Attorney's Office
John Thomas - Pearland Police Department
Jeff Mink - Brazoria County Sheriff's Office
Jamie Ferrell - Memorial Hermann Forensic Nursing Services
Joseph Gardzina - ADAPT Program
Brookley Delbosque - Texas Forensics Nurse Examiners

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **12/9/2025**

Resolution - Paul Coverdell Forensics Improvement Grant Program FY 2026

Consider, approve, and authorize the attached Resolution relating to the FY2026 Paul Coverdell Forensics Improvement Grant Program**,** supporting the Brazoria County Sheriff's Office Crime Lab's request for financial assistance from the U.S. Department of Justice, National Institute of Justice**,** for the purpose of purchasing new forensic analysis equipment**.**

Further, the County Judge is hereby authorized to act as Brazoria County's Authorized Official and sign any document related to the application for the Grant upon review by the District Attorney's Office.

RESOLUTION

PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT

GRANT PROGRAM NUMBER 5456501

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Brazoria County Sheriff's Office accepts the awarded Paul Coverdell Forensic Sciences Improvement Grant to purchase new forensic analysis equipment for the Crime Lab in the Fiscal Year 2026; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The Brazoria County Commissioners Court designates The Brazoria County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Brazoria County Commissioners Court approves the acceptance of the Paul Coverdell Forensic Sciences Improvement Grant from the United States Department of Justice.

Grant Number 5456501

PASSED and APPROVED this the 9th day December, 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **12/9/2025**

Monthly Collections Report for October 2025

Approve Tax Office Monthly Collections Report for October 2025

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

November 25, 2025

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

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of October 01, 2025 to October 31, 2025.

Sincerely,

Kristin R. Bulanek

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

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tax Office Collections
Fiscal Year 2026
Monthly Report

Tax Collections for the period 10/01/2025 - 10/31/2025

	2025 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$1,564,140.20	$10,945.09	$1,575,085.29	0.98%
Special R&B	250,490.34	1,223.97	$251,714.31	0.98%
	$1,814,630.54	$12,169.06	$1,826,799.60	

Tax Receivables as of 10/31/2025

	2025 Tax Roll	Prior Tax Yrs	Total
County	$157,166,312.49	$3,293,961.03	$160,460,273.52
Special R&B	25,194,364.15	517,849.51	25,712,213.66
	$182,360,676.64	$3,811,810.54	$186,172,487.18

Special Assessments Receivables as of 10/31/2025

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,505.36	65.38%
Pecan Estates	39,545.80	67.21%
Hampton Road	45,397.88	48.94%
Westwood	34,465.42	68.68%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	50,301.22	78.41%
Bailey Oakwood Creek	320,934.79	73.11%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	301,302.52	10.17%
Lindel Estates DFH	373,313.96	22.98%
Riverside	335,227.90	32.53%
Briar Meadow	153,304.31	51.17%
Twin Lakes	480,802.00	21.09%
Old Coffee Plantation	285,017.50	30.50%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	11,535.27	89.92%
	$3,215,294.12	

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues
Fiscal Year 2026
October-2025

Revenue Source	Revenue
Beer & Liquor License	0.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	32,190.00
Auto Registration-County Fees	264,970.00
Specialty Plates	152.00
Postage & Handling Compensation	48,223.10
Auto Registration-Car License Fee	21,883.55
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	960.00
Hot Check Fees	450.00
Reimburse Postage/Telex	207.00
Boat Title/Registration Commissions	1,045.70
Boat Sales Tax Commissions	2,744.59
Scofflaw	0.00
Special Assessments:	
Bonnie Lane	0.00
Laura Lane	0.00
Norris Road	0.00
Rose Mary St.	0.00
Pecan Estates	0.00
Hampton Road	0.00
Westwood Road	0.00
Sally Lake	0.00
Benefield	0.00
Brazos Bend II	1,953.22
Bailey Oakwood Creek	0.00
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	2,666.10
Lindel Estates-DFH	2,601.26
Riverside	1,265.86
Briar Meadow	0.00
Twin Lakes	0.00
Old Coffee Plantation	0.00
Brazos Bend	0.00
Brazos Oaks	0.00
Forest Loop	0.00
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	0.00
River Road	0.00
	$381,312.38

Summary of County Figures not audited

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 10/31/2025 and Month Range from 10/1/2025 to 10/31/2025 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,009,871	29,895,654,216	59,351,355,655	0.262548	155,825,797.25	155,871,961.39	0.00	155,871,961.39

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,803,177,535	30,362,044,145	60,441,133,390	0.262548	158,686,986.89	158,730,452.69	0.00	158,730,452.69

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
89,247,009,871	1,556,167,664	90,803,177,535	90,803,177,535	215.91

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
29,895,654,216	466,389,929	30,362,044,145	30,362,044,145

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 10/31/2025	REFUNDS DUE	COL %
2025	155,871,961.39	2,858,491.30	2,858,491.30	1,564,140.20	1,564,140.20	157,166,312.49	(519.52)	0.98
2024	1,386,663.29	(17,572.61)	(17,572.61)	17,452.02	17,452.02	1,351,638.66	(32,812.80)	1.27
2023	633,083.50	(3,828.63)	(3,828.63)	(19,800.53)	(19,800.53)	649,055.40	(18,360.91)	0.00
2022	289,953.23	9,972.32	9,972.32	7,767.55	7,767.55	292,158.00	(590.10)	2.58
2021	174,141.23	(41.03)	(41.03)	2,196.23	2,196.23	171,903.97	(133.04)	1.26
2020	133,475.32	(58.14)	(58.14)	1,012.60	1,012.60	132,404.58	(60.12)	0.75
2019	121,839.21	0.00	0.00	957.95	957.95	120,881.26	0.00	0.78
2018	93,987.68	0.00	0.00	457.39	457.39	93,530.29	0.00	0.48
2017	89,415.51	0.00	0.00	272.40	272.40	89,143.11	0.00	0.30
2016	82,000.47	0.00	0.00	138.01	138.01	81,862.46	0.00	0.16
2015	76,727.47	0.00	0.00	147.41	147.41	76,580.06	0.00	0.19
2014	42,371.86	0.00	0.00	135.75	135.75	42,236.11	0.00	0.32
2013	28,734.27	0.00	0.00	101.66	101.66	28,632.61	0.00	0.35
2012	38,434.60	0.00	0.00	51.75	51.75	38,382.85	0.00	0.13
2011	25,886.48	0.00	0.00	(52.92)	(52.92)	25,939.40	0.00	0.00
2010	17,306.34	0.00	0.00	20.14	20.14	17,286.20	0.00	0.11
2009	15,563.64	0.00	0.00	18.32	18.32	15,545.32	0.00	0.11
2008	15,686.85	0.00	0.00	50.86	50.86	15,635.99	0.00	0.32
2007	13,626.70	0.00	0.00	3.11	3.11	13,623.59	0.00	0.02
2006	11,913.89	0.00	0.00	3.21	3.21	11,910.68	0.00	0.02
2005	10,267.74	0.00	0.00	3.48	3.48	10,264.26	0.00	0.03
2004 *	15,354.93	0.00	0.00	8.70	8.70	15,346.23	0.00	0.05
TOTAL	**159,188,395.60**	**2,846,963.21**	**2,846,963.21**	**1,575,085.29**	**1,575,085.29**	**160,460,273.52**	**(52,476.49)**	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 10/31/2025 and Month Range from 10/1/2025 to 10/31/2025 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,214,065	30,063,803,414	59,183,410,651	0.042210	24,981,317.64	24,988,728.52	0.00	24,988,728.52
Adjusted Value	**Adjusted Exemption**	**Adj Taxable**	**Rate**	**Calc Adj Levy**	**Actual Current Levy**	**Adj Frozen Loss**	**Act Levy + Act Frozen**
90,803,381,729	30,538,349,438	60,265,032,291	0.042210	25,437,870.13	25,444,854.49	0.00	25,444,854.49

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
89,247,214,065	1,556,167,664	90,803,381,729	90,803,381,729	34.71

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
30,063,803,414	474,546,024	30,538,349,438	30,538,349,438

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 10/31/2025	REFUNDS DUE	COL %
2025	24,988,728.52	456,125.97	456,125.97	250,490.34	250,490.34	25,194,364.15	(85.80)	0.98
2024	220,929.22	(2,869.65)	(2,869.65)	2,424.46	2,424.46	215,635.11	(5,318.42)	1.11
2023	100,656.65	(625.92)	(625.92)	(3,338.56)	(3,338.56)	103,369.29	(2,954.68)	0.00
2022	49,548.35	1,712.84	1,712.84	1,327.16	1,327.16	49,934.03	(101.34)	2.58
2021	25,718.00	(4.60)	(4.60)	326.14	326.14	25,387.26	(19.77)	1.26
2020	19,420.24	(8.50)	(8.50)	148.88	148.88	19,262.86	(9.12)	0.76
2019	16,589.12	0.00	0.00	129.53	129.53	16,459.59	0.00	0.78
2018	15,281.65	0.00	0.00	72.47	72.47	15,209.18	0.00	0.47
2017	14,018.60	0.00	0.00	41.75	41.75	13,976.85	0.00	0.29
2016	12,310.88	0.00	0.00	20.78	20.78	12,290.10	0.00	0.16
2015	10,753.88	0.00	0.00	20.67	20.67	10,733.21	0.00	0.19
2014	5,748.74	0.00	0.00	18.58	18.58	5,730.16	0.00	0.32
2013	3,973.06	0.00	0.00	14.13	14.13	3,958.93	0.00	0.35
2012	5,400.74	0.00	0.00	7.18	7.18	5,393.56	0.00	0.13
2011	3,746.36	0.00	0.00	(7.68)	(7.68)	3,754.04	0.00	0.00
2010	2,567.62	0.00	0.00	3.00	3.00	2,564.62	0.00	0.11
2009	2,375.02	0.00	0.00	3.00	3.00	2,372.02	0.00	0.12
2008	2,702.88	0.00	0.00	9.25	9.25	2,693.63	0.00	0.34
2007	2,593.37	0.00	0.00	0.60	0.60	2,592.77	0.00	0.02
2006	2,192.03	0.00	0.00	0.60	0.60	2,191.43	0.00	0.02
2005	1,734.10	0.00	0.00	0.60	0.60	1,733.50	0.00	0.03
2004 *	2,608.80	0.00	0.00	1.43	1.43	2,607.37	0.00	0.05
TOTAL	**25,509,597.83**	**454,330.14**	**454,330.14**	**251,714.31**	**251,714.31**	**25,712,213.66**	**(8,489.13)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **12/9/2025**

Out of State Travel

Approve out of state travel for Airport Director to attend the Transportation Research Board's ACRP Project Panel 04-36 meeting, in accordance with duties for the project's committee panel in Washington, DC from December 17, 2025 through December 18, 2025.

Further, no airport funds are anticipated to be used for this event.

TRB

TRANSPORTATION RESEARCH BOARD

November 17, 2025

MEMORANDUM

TO: Chair and Members of ACRP Project Panel 04-36

FROM: Dan Magnolia, Travel Specialist

COPY: Matthew Griffin, Senior Program Officer, ACRP

SUBJECT: ACRP Project 04-36
Safety Management Systems for Small and Non-Hub Airports

It is time to start making your plans for the First Meeting of ACRP Project Panel 04-36, which will take place on December 17-18, 2025 in Room Keck 400 of the Keck Center of the National Academies, 500 5th St NW, Washington DC.

Panel travel expenses related to attending the meeting will be covered by the ACRP.

Here is a checklist of things you need to do:

☐	Immediately	Complete and return the attached meeting response form by **December 2, 2025**. • We will make your hotel reservations for you.	Pg 2
☐	Immediately	Review our requirements for reimbursement of travel expenses.	Pg 3
☐	Immediately	Make your travel arrangements—we offer the services of a travel agency (Vai Travel) to assist you.	Pg 4
☐	Before the meeting	Review our requirements for ground transportation to/from the airport or train station.	Pg 4
☐	Day of meeting	Allow enough time to get from your hotel to the meeting location. The meeting will begin at **9:00 a.m. ET**	Pg 3
☐	After the meeting	Submit your Travel Expense Report (TER) within 30 days.	Pg 3
☐	Any time	If you have any questions about your travel arrangements, please refer to the TRB-CRP Travel FAQ included with this travel memo.	Pg 4

NATIONAL ACADEMIES Sciences Engineering Medicine

500 Fifth Street, NW, Washington, DC 20001
Phone 202.334.3224 Fax 202.334.2006 www.TRB.org

Jeff Bilyeu

From: Magnolia, Daniel <DMagnolia@nas.edu>
Sent: Monday, November 17, 2025 12:08 PM
To: 'Hollie Baron'; 'Thomas Herman'; 'Bryan Rodgers'; 'Sana Usman'; Jeff Bilyeu
Cc: Summerlin-Azeez, Brittany; Griffin, Matthew; Snell, Joseph; 'Paul Eubanks'; 'Hannah Genovese'; 'Daria Wonnacott'
Subject: [EXTERNAL] TRB-CRP Travel Memo for ACRP 04-36 First Panel Meeting on December 17-18, 2025 (TRB250567)
Attachments: TRB-CRP Travel FAQ.pdf; TRB250567_TravelMemo_ ACRP04-36_DueDec2.pdf

Importance: High

ACRP 04-36: *Safety Management Systems for Small and Non-Hub Airports*

Dear Panel Members,

The **ACRP 04-36 First Panel Meeting** has been scheduled for **December 17-18, 2025**. You will have already been contacted by this project's Senior Program Officer (SPO) or Program Coordinator (PC) regarding your invitation in a separate message. Please Read This Email and its Attachments Carefully and reply at your earliest convenience *before* the RSVP Due Date even if you are awaiting travel approval.

STEP 1: Read the attached **Travel Memo** titled "TRB250567_TravelMemo_ ACRP04-36_DueDec2".
STEP 2: Complete and Return the **Attendance and Hotel Response Form*** on **Page 2** of the **Travel Memo**.
STEP 3: Call **VAI Travel** *immediately* at **301-948-2448** to book your flight or train reservations using the Travel Code **TRB250567**. (See Page 4 of the Travel Memo for more details.)
Due to the high volume of concurrent CRP travel events, I **may not respond before the RSVP Due Date.*

- **TRB Travel Specialists** are available to explain the travel services provided for full voting panel members. While we are *not* a travel agency, we can guide you through the travel process. It is highly recommended that you utilize the travel and lodging services provided to ensure a smooth trip and prompt reimbursement. Please include your **Travel Code** (see travel memo) in all correspondence and messages.
- This will be an **in-person meeting** in **WASHINGTON, DC** at the **KECK Center**. Inquiries about remote participation should be directed to the SPO.
- The attached **Travel Memo** has **ALL** the information you need: 1.) **meeting details**; 2.) making **travel reservations**, and; 3.) **hotel reservations**.
- Please note that **requesting additional hotel dates** outside of the approved travel period is not guaranteed, may be at a higher rate than per diem, and paid for by the traveler including tax. (Availability changes frequently.)
- **Interested in booking your own Travel & Lodging?** It's ALL outlined in the included **Travel Memo** and **FAQ**.
- **RSVP BY DEC 2: RETURN** the **Meeting & Hotel RSVP Form** (travel memo, page 2) to me and CONTACT the official travel agent **VAI Travel** at your earliest convenience to make your travel arrangements as outlined in the travel memo (travel memo, page 4). **We encourage you to use VAI rather than booking your own travel.** Rooms unaccounted for will be released and no longer guaranteed after the due date. Please refer to the TRB-CRP FAQ for more details.
- **LIAISONS:** TRB does not pay for the cost of panel liaison travel to panel meetings. We still appreciate your RSVP for planning purposes. (No need to complete the form, a reply email will suffice.)

- **LOCAL:** Panel members who work within 50 miles of the meeting location are considered local by The National Academies policy and not eligible for per diem travel or lodging reimbursement. We still appreciate your RSVP for planning purposes.
- **AGENDA:** If you need a meeting agenda or have any meeting-related questions, please contact your SPO or PC.

Help with...	Example...	Contact...
Meetings	Agendas, deliverables, reports, scheduling, project info, etc.	Senior Program Officer MJGriffin@nas.edu Program Coordinator BSummerlin-Azeez@nas.edu
Travel & Hotel	RSVP, Air/train travel, hotel reservations, constructive cost estimates, etc.	Travel Specialist dmagnolia@nas.edu
Expense Reports	Workday, completing/submitting expenses, etc.	CRP Finance Office CRPTravelAcct@nas.edu

Cheers and safe travels,

Dan Magnolia
CRP Travel Specialist (NCHRP, ACRP, TCRP, International)

TRAVEL EXPENSES: Metro, Taxi, Uber/Lyft are reimbursable expenses for eligible CRP panel members during the Approved Travel Period. Contact CRPTravelAcct@nas.edu for travel expense report help.
DELAYED or CANCELED Flight? Please contact the **Vai Travel After-Hours Center** for assistance at **(301) 948-2448** or **(888) 565-9174** and provide access code **DCA352100**. Please have your **TRB Travel Code** ready (i.e., **TRB250xxx**; see your Travel Memo).

Daniel J. Magnolia (he, him, his)
Travel Specialist, Cooperative Research Programs (CRP)
Transportation Research Board (TRB)
Keck Center of the National Academies of Sciences, Engineering, and Medicine
500 Fifth Street NW, Washington, DC 20001
www.trb.org

NATIONAL ACADEMIES *Sciences Engineering Medicine*

Celebrating the 100th Anniversary of the NAS Building (1924-2024)

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **12/9/2025**

Payment of Bills

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

FY 2026: Record Budget for Other Funds

Courthouse Security	520000 (Operating)	38500	14900	$1,392

Record budget amendment for services approved by Commissioners Court Order H.13 dated October 28, 2025.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **10/28/2025**

Purchase of Items for Courthouse Security

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

- Service Evaluation of Rapiscan 920CX Unit #7233102 with an approximate cost of $1,392.00

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

Rapiscan systems
An OSI Systems Company

QUOTATION

RAPISCAN SYSTEMS INC.
2805 Columbia St
Torrance, CA 90503
USA
T: (978) 262-8700
F: (978) 262-0533

QUOTE: SQ-19362-2
DATE: 10/16/2025
EXPIRATION DATE: 1/14/2026
95-4413488
DUNS NUM:

Quotation Status: Sent

BUYER:
Brazoria County Auditor
3602 CR 45
Angleton, TX 77515
USA

BILL TO:
Brazoria County Auditor
3602 CR 45
Angleton, TX 77515
USA

SHIP TO :
Brazoria County Auditor
Courthouse Administration Bldg. 237
E. Locust Street
Angleton, TX 77515
USA

END USER:
Brazoria County
Courthouse Administration Bldg. 237
E. Locust Street
Angleton, TX 77515
USA

Buyer contact
Name: Mike Thomas
Phone: 979-864-1723
Email: miket@brazoriacountytx.gov
Serial number: 7233102 Object Type: BPI

Seller contact
Contact name: Rapiscan Customer Service
Phone: +1 (888) 258-6684
Email: rapcscallcenter@rapiscansystems.com
Description: Rapiscan 920CX, Multi voltage, 160KV

Terms
Currency: USD
Payment terms: Net30
Mode of Delivery:
Worker: David Galicia

LINE	PART# & ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	EVALUATION (FIRM FIXED PRICE) QUOTE FOR EVALUATION OF UNIT: 7233102. Reported Problem: Cup of liquid spilled inside of machine.	1.00	1,392.00	1,392.00

TOTAL	1,392.00
EST SALES TAX / VAT	0.00
GRAND TOTAL	1,392.00

Rush

CAT 99000

542000 - 38500 - 14900

Rapiscan systems
An OSI Systems Company

QUOTATION

RAPISCAN SYSTEMS INC.
2805 Columbia St
Torrance, CA 90503
USA
T: (978) 262-8700
F: (978) 262-0533

QUOTE: SQ-19362-2
DATE: 10/16/2025
EXPIRATION DATE: 1/14/2026
: 95-4413488
DUNS NUM:

This Quotation is subject to and governed by Service Terms and Conditions G502 (the "Terms"), available at www.rapiscansystems.com/termsandconditions. Notwithstanding the foregoing, if Buyer has a pre-existing framework agreement with Rapiscan under which it will place its order for the products and services identified in this Quotation (e.g., distribution agreement, resale agreement, master ordering agreement) or if Buyer is purchasing the products and services identified in this Quotation from a U.S. Government Federal Supply Schedule, then this Quotation is subject to such pre-existing framework agreement or supply schedule (as applicable). This Quotation, unless earlier revoked by Rapiscan, is valid until the Expiration Date indicated above.

CILC shall be advised and negotiated by:
Bank of America
333 South Hope St #1300
Los Angeles, CA 90071 USA
Account Name: American Science and Engineering, Inc.
ACH ABA: 122000030
Account #: 1459067118
WIRE ABA: 026009593
Swift Code: BOFAUS3N

All banking charges in connection with the CILC are Buyer's responsibility.

Banking information for wire transfers to AS&E:
Bank of America
333 South Hope St #1300
Los Angeles, CA 90071 USA
ACH ABA: 122000030
Account #: 1459067118
WIRE ABA: 026009593
Swift Code: BOFAUS3N

Any order resulting from this proposal is subject to credit approval.

By signing below, Buyer hereby agrees to purchase the products and services.

_____
Signature

_____
Name

_____
Title

If Buyer elects to provide a separate Purchase Order, the Purchase Order must include the following statement:
"This Order is provided as acceptance of Rapiscan's quotation/proposal, including Rapiscan's Terms and Conditions referenced therein."

Rapiscan reserves the right to adjust the price provided on any quote or in any proposal for any price increases resulting from the imposition of tariffs on materials or components used in the manufacturing of the products, or other similar fees, imposed after the time of the initial quote.

SUPPLY CHAIN DISRUPTIONS: Since the onset of the global COVID-19 pandemic, Rapiscan has experienced supply chain interruptions that could continue to delay product deliveries, product installations, spare parts availability, maintenance and repair work, and technical support, among other deliverables and services. Rapiscan will endeavor to plan for and limit the impact that these and other types of force majeure events may have on you – our customer – but we cannot guarantee currently anticipated performance dates and response times.

Consignee:

ULT Consignee:

Rapiscan systems
An OSI Systems Company

QUOTATION

RAPISCAN SYSTEMS INC.
2805 Columbia St
Torrance, CA 90503
USA
T: (978) 262-8700
F: (978) 262-0533

QUOTE:	SQ-19362-2
DATE:	10/16/2025
EXPIRATION DATE:	1/14/2026
:	95-4413488
DUNS NUM:	

FIRM FIXED PRICE
QUOTE IS VALID FOR 90 DAYS
**RAPISCAN WILL PROVIDE ANOTHER ESTIMATE, IF ADDITIONAL PARTS AND /OR LABOR ARE NEEDED. **
PAYMENT ARRANGEMENTS NEED TO BE MADE PRIOR TO DISPATCHING AN ENGINEER AND/OR SHIPPING PARTS
LOCAL AND STATE TAXES MAY APPLY
*DELIVERY: Delivery will be established at time of order placement based on current stock and backlog.

Lynn Lester

From: Mike Thomas
Sent: Thursday, October 16, 2025 7:08 AM
To: Lynn Lester
Cc: Susan Serrano; Aaron Kaspar
Subject: FW: [EXTERNAL] SQ-19362 : C003464 - Brazoria County Auditor
Attachments: CC Form SQ-19362.pdf; SQ-19362.pdf

This is the updated evaluation quote for repairs of the x-ray machine.

Lieutenant Mike Thomas
Brazoria County Sheriff's Office
Courthouse Security / BCSO Drone Team
Office: 979-864-1723
Cell: 979-288-4307

From: Rapiscan Systems LLC <rapcscallcenter@rapiscansystems.com>
Sent: Thursday, October 16, 2025 4:49 AM
To: Mike Thomas <miket@brazoriacountytx.gov>
Subject: [EXTERNAL] SQ-19362 : C003464 - Brazoria County Auditor

Hello Mike,

Please refer to attached QUOTE FOR EVALUATION OF UNIT: 7233102.

If you are using a Purchase Order as a method of payment, please reference quote number (SQ-19362) your billing address, quoted amount and equipment serial number for invoicing purposes.

If you wish to make the payment using a Credit Card, please fill in the attached Credit Card form and fax a copy of the completed Credit Card form along with a copy of the quote to (866)-759-1324 for processing.

PLEASE DO NOT ALTER ANY INFORMATION ON THE QUOTE OR THE CREDIT CARD FORM. If changes are required, please contact the Customer Service Call Center to have the quote updated.

If you are not paying by Purchase Order or Credit Card, please fill out the BUYER portion at the bottom of the attached quote. Signature, name, title, and date are all required information.

Please verify that the BUYER information at the top of the quote is correct for billing/invoicing purposes.

This quote is valid for 90 days.

Please note, if you choose to process the payment via Credit Card, an additional Admin fee of 3% will be applied to the Total amount if it exceeds or is equal to $5,000.

Please note, Rapiscan Customer Service Call Center is experiencing a higher volume of inquires than usual and response times vary.

To speak to an agent immediately 24hours a day / 7 days a week:

- Live Chat at: https://www.rapiscansystems.com/chat
- Call Us at: 1.888.258.6684

We appreciate your patience and business.

Sincerely,

Tell us how we are doing, click here to take a customer satisfaction survey.

Rapiscan systems
An OSI Systems Company

Arun Kumar Puppala
2805 Columbia St., Torrance, CA 90503
Office: +1.888.258.6684 | Fax: +1.310.349.2641
RapCSCallCenter@rapiscansystems.com

Click on Live Chat for Service Support

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COMMISSIONERS COURT OF BRAZORIA COUNTY

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

FY 2026: Line Item Transfers

General Fund	Category	Fund	Dept	Amount
Non-Departmental	470610 (Excess Tax Sale Proceeds)	10000	14900	($25,000)
Health	500000 (Salaries/Benefits)	10000	45000	($7,000)
Health	520000 (Operating)	10000	45000	$32,000

Transfer needed for Software Development and License Agreement approved by Commissioners Court Order H.37 dated November 18, 2025.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **11/18/2025**

Amend Contract for Software Development and License Agreement

Pending final review by the District Attorney's Office, Civil Division, approve amendment to internal contract, number C #21-103 for "Software Development and License Agreement" with Yes And LLC (Yes&) of Houston, Texas for an annual cost of $48,000.00 for the renewal term of January 1, 2026 to December 31, 2026.

In addition, the following approved FY26 funds will be utilized for the expenditure:

- Vaccine Management Support - Health Department General Fund (543500-10000-45000)
- Water Testing Support - Health Department General Fund (543500-10000-45300)
- PHEP Program/Reportable Conditions - DSHS PHEP (543500-30705-45000)

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.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **12/9/2025**

FY 2026: Additional Funds

Additional funds are needed for cash disbursements paid in October 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			
Non-Departmental 520000 (Operating)	10000	14900	$ 585.74
Non-Departmental 590000 (Capital)	10000	14900	$ 9,953.46
Information Systems 520000 (Operating)	10000	22000	$ 39,487.60
County Clerk 520000 (Operating)	10000	12000	$ 2,438.00
County Court at Law 4 520000 (Operating)	10000	15004	$ 177.14
District Courts 520000 (Operating)	10000	16000	$ 1,196.85
District Clerk 520000 (Operating)	10000	17000	$ 405.52
Justice of the Peace 4,2 520000 (Operating)	10000	18420	$ 2,898.00
County Auditor 520000 (Operating)	10000	20100	$ 4,373.05
County Treasurer 520000 (Operating)	10000	20300	$ 300.00
Facilities Management 520000 (Operating)	10000	25000	$ 6,664.38
County Sheriff 520000 (Operating)	10000	30000	$ 28,514.71
County Sheriff 590000 (Capital)	10000	30000	$ 513,856.00
Animal Control 520000 (Operating)	10000	30100	$ 549.82
Crime Lab 520000 (Operating)	10000	30200	$ 89.82
Constable-Precinct 1 520000 (Operating)	10000	32100	$ 562.14
Constable-Precinct 2 520000 (Operating)	10000	32200	$ 1,731.83
Constable-Precinct 3 520000 (Operating)	10000	32300	$ 8,330.30
Constable-Precinct 4 520000 (Operating)	10000	32400	$ 2,882.22
Detention Center 520000 (Operating)	10000	35000	$ 7,976.57
Juvenile Probation 520000 (Operating)	10000	36000	$ 2,164.50
Health 520000 (Operating)	10000	45000	$ 796.15
Environmental Health 520000 (Operating)	10000	47000	$ 135.00
Library Administration 520000 (Operating)	10000	55000	$ 6,648.84
Fairgrounds 520000 (Operating)	10000	57000	$ 11,762.50
Agriculture Extension 520000 (Operating)	10000	60000	$ 85.98
			$ 654,566.12
Other Funds			
General Fund - Construction 590000 (Capital)	10100	57000	$ 77,472.50
General Fund - Construction 590000 (Capital)	10100	56000	$ 3,080.00
Sheriff Special Response Team 520000 (Operating)	10350	30000	$ 9,482.00
			$ 90,034.50
Road and Bridge Non-Construct 520000 (Operating)	20000	75000	$ 43,055.16
			$ 43,055.16
Emergency Mgmt-Fire Code 520000 (Operating)	38000	34200	$ 18,068.63
D A Forfeiture, CCP Chapter 59 520000 (Operating)	38730	19300	$ 3,995.00
D A Forfeiture, CCP Chapter 59 590000 (Capital)	38730	19300	$ 15,750.00

Sheriff Contraband Forfeiture 520000 (Operating)	39100	30000	$ 10,050.00
Mosquito Control District 520000 (Operating)	39900	49900	$ 81.51
Airport Operating 520000 (Operating)	60500	90000	$ 5.00
			$ 47,950.14

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **12/9/2025**

Payment of Bills

That the checks payable from Tuesday, December 9, 2025 through Monday, January 5, 2026 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Public Facility Agreement Village of Bailey's Prairie

An amendment to the Bailey's Prairie 2022 CDBG Park project agreement is requested to add time to complete construction and project close-out. Seeking authorization to approve the extension and for County Judge to sign the Amendment to Agreement after final review and approval by the District Attorney's Office.

AMENDMENT TO PUBLIC FACILITIES AGREEMENT
BETWEEN BRAZORIA COUNTY
AND
VILLAGE OF BAILEY'S PRAIRIE
(2022 Park Improvements)

WHEREAS on December 9, 2025, the Brazoria County Commissioner's Court at its regular Commissioner's Court meeting approved a fourth amendment to the Public Facilities Agreement between "Village of Bailey's Prairie" and "Brazoria County" as follows:

Page 1, Section IV – Time of Performance, shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of October, 2022 and end on the 31st day of May 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete design, bid and award construction contract	28 month
Complete construction	12 months
Final inspection & completion of Certificate of Const. Completion	1 month
Total:	44 months

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____
Name: _____

Date: _____

APPROVED FOR GRANTEE:

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

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **12/9/2025**

Public Facility Agreement City of Brazoria

An amendment to the City of Brazoria 2024 CDBG Water project agreement is requested to add time to complete construction. Seeking authorization to approve the extension and for County Judge to sign the Amendment to Agreement after final review and approval by the District Attorney's Office.

AMENDMENT TO PUBLIC FACILITIES AGREEMENT
BETWEEN BRAZORIA COUNTY
AND
City of Brazoria
(2024 Water Improvements)

WHEREAS on December 9, 2025, the Brazoria County Commissioner's Court at its regular Commissioner's Court meeting approved an amendment to the Public Facilities Agreement between "ADAPT Foundation DBA Brazos Place" and "Brazoria County" as follows:

Page 1, Section IV – Time of Performance, shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 31st day of May, 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 month
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	2 months
Conduct preconstruction conference and issue Notice to Proceed	2 months
Complete construction	9 months
Final inspection and completion of Certificate of Construction Completion	1 month
Total:	20 months

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____
Name: _____

Date: _____

APPROVED FOR GRANTEE:

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

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **12/9/2025**

Public Facility Agreement City of Richwood

An amendment to the City of Richwood 2024 CDBG Water project agreement is requested to add time to complete construction. Seeking authorization to approve the extension and for County Judge to sign the Amendment to Agreement after final review and approval by the District Attorney's Office.

AMENDMENT TO PUBLIC FACILITIES AGREEMENT
BETWEEN BRAZORIA COUNTY
AND
City of Richwood
(2024 Water Improvements)

WHEREAS on December 9, 2025, the Brazoria County Commissioner's Court at its regular Commissioner's Court meeting approved an amendment to the Public Facilities Agreement between "ADAPT Foundation DBA Brazos Place" and "Brazoria County" as follows:

Page 1, Section IV – Time of Performance, shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 31st day of May, 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 month
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	2 months
Conduct preconstruction conference and issue Notice to Proceed	2 months
Complete construction	9 months
Final inspection and completion of Certificate of Construction Completion	1 month
Total:	20 months

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____
Name: _____

Date: _____

APPROVED FOR GRANTEE:

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

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **12/9/2025**

Brazoria County Community Development Consolidated Annual Performance and Evaluation Report (CAPER)

Approve the Brazoria County Community Development Program Year (PY) 2024 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER Report is the annual report of Fiscal Year (FY) 2025 expenditures on the funded projects approved in the Program Year (PY) 2024 Annual Action Plan using Community Development Block Grant (CDBG), HOME Investment Partnership funds, and HOME American Rescue Plan (HOME-ARP) funds.

A complete copy can be found on the HUD Website at http://brazoriacountytx.gov/departments/housing-and-urban-development.



BRAZORIA COUNTY
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PROGRAM YEAR 2024

For the reporting period of:

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

Authorized Official:

_____

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

December 9, 2025

Contact Person:

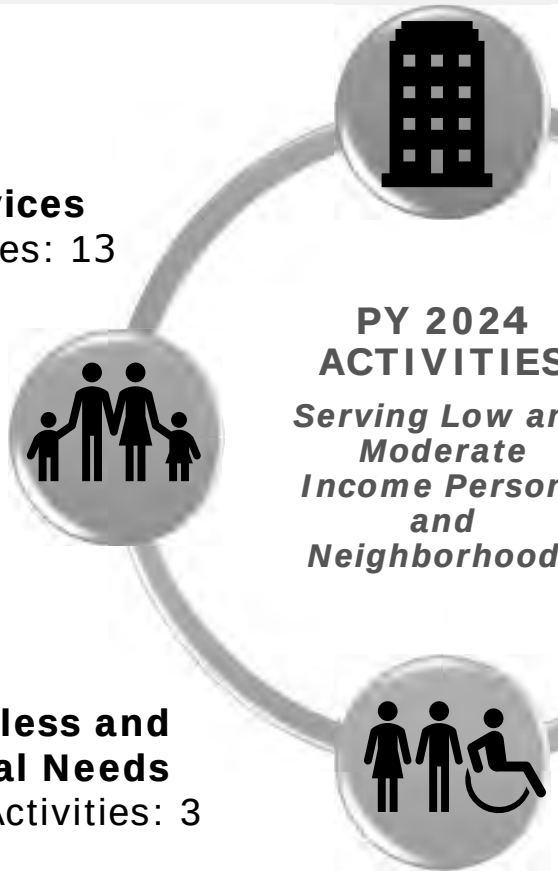
Daphne Lemelle, Director
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, Texas 77515
(979) 864-1860

Brazoria County HUD Program Accomplishments at a Glance

Program Year 2024 CAPER

ABOUT THE CAPER

The Brazoria County Program Year 2024 (PY2024) Consolidated Annual Performance Report (CAPER) is the fifth and final annual performance report for the Brazoria County 2020-2024 Consolidated Plan, and describes the progress made in meeting the housing and community development needs identified in the Consolidated Plan between October 1, 2024 and September 30, 2025, the following was achieved:



Public Facilities & Infrastructure (PFI)
Total Activities: 16

Public Services
Total Activities: 13

Affordable Housing
Total Activities: 4

Homeless and Special Needs
Total Activities: 3

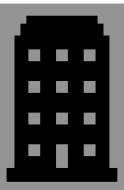
Program Partners

15 Non-profits

10 Cities

CDBG	• Expended $963,392.06 in CDBG
HOME	• Expended $358,933.14 in HOME and HOME PI
HOME-ARP	• Expended $79,210.00 in HOME-ARP

Public Facilities & Infrastructure



Total Expenditures:

CDBG: $442,657.99

Leverage: $798,774

Total Benefiting: 4,213 Persons

In these Cities: Alvin, Manvel, West Columbia (completed only)

Public Services



Total Expenditures:

CDBG: $152,405.48

Leverage: $4,037,599.08

Total Served: 2,217 Persons

Affordable Housing



Two Programs: OSSF and Home Rehab/Reconstruction

Total Expenditures:

HOME: $218,167.07

HOME Program Income: $121,885.90

Total Served: 2 Homeowners (Angleton, Freeport)

Homeless and Special Needs



Total Expenditures:

CDBG: $66,202.54

HOME-ARP $65,037.01

Leveraging: $986,561

Total Benefiting: 408 Persons

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Section 3 Report
HOME Match Log
Public Notices – English and Spanish

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The Brazoria County Program Year 2024 (PY 2024) Consolidated Annual Performance and Evaluation Report (CAPER) is the fifth and final annual performance report for the PY 2020- 2024 the Brazoria County Consolidated Plan and describes progress made from October 1, 2023 through September 30, 2024 towards the goals set forth in the Consolidated Plan. In PY 2024, Brazoria County through the Brazoria County Community Development Department continued to address the housing and community development needs identified in the Consolidated Plan. During PY 2024, Brazoria County expended $1,401,535.20[1] in Community Development Block Grant (CDBG), HOME Investment Partnerships, and HOME- American Rescue Plan (HOME-ARP) on 37 projects and activities including four (4) administrative activities. Highlights of performance accomplishments according to specific program and categories are summarized below:

COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG) PROGRAM -- Under the CDBG Program for this fiscal year, the County expended $963,392.06, to provide decent housing, suitable living environments, and economic opportunities to Low- and Moderate-Income (LMI) persons residing in Brazoria County. All CDBG activities funded in PY 2024 are eligible activities that meet one of the three (3) National Objectives of the program. All funds, with the exception of administration, were expended on activities which benefited LMI persons. Each project directly impacts a LMI area or directly benefits a LMI client. The CDBG Administration and Planning expenditure percentage for the fiscal year was 20%. Public Services expenditures totaled $218,608.02 representing 14.5% of our PY 2024 allocation. Both the CDBG administration and planning, and public services expenditure percentages are within the required caps which are 20 percent and 15 percent, respectively.

Below is a list of accomplishments for PY 2024, which includes one (1) PY 2022 activity, two (2) PY 2023 activities, and one (1) 2024 activity in the Non-Housing Community Development/Public Infrastructure category that completed during this program year. Three (3) PY 2022, one (1) PY2023, and six (6) PY 2024 activities remained open at the end of the program year.

NON-HOUSING COMMUNITY DEVELOPMENT:

- **Public Facility/Infrastructure Improvements (completed 4 activities benefiting 4,213 persons):**
  - Replaced 4,500 linear feet of water line and associated appurtenances in the Rainbow subdivision in West Columbia,

[1] Includes $118,771.80 expended in HOME Program Income.

benefiting 8 people of which 100% are LMI.
- Installed 1600 linear feet of waterline improvements in Alvin along SH 35 benfiting 2300 people of which 73.3 % are LMI.
- Reconstructed 9,550 linear feet of roadway along Greenhouse, Hastings and Choate Road in the Hasting Field area of the county benefiting 540 pope of which 93.5% are LMI.
- Installed 96 linear feet of equalizer pipe to improve drainage along Mississippi Road in Manvel benefiting 1365 people of which 52.3 are LMI.

- **Supportive Services (completed 16 activities benefiting 2,543 persons):**
  - Provided **subsistence payments** stabilizing housing for **53** LMI people.
  - Provided advocacy services for **66 abused and neglected children** of which 100% are LMI.
  - Provided **children and youth prevention/leadership programs** through Boys & Girls Club and Junior Achievement Programs benefiting **1078** youths of which 94% were LMI.
  - Provided **back to school supplies** and clothing for **811** youths in Brazoria County, of which 85% were LMI
  - Provided **food** for **195** LMI residents in Southern Brazoria County of which 100% were LMI.
  - Provided **tuition** for **7** LMI people to expand their education through short-term job skills training programs at one community college located in Brazoria County.
  - Provided **safe housing** to **7** LMI persons who have escaped human trafficking or exploitation.

NON-HOMELESS SPECIAL NEEDS:

- **Non-Homeless Special Need (completed 4 activities benefiting 306 persons):**
  - Provided **meals** to **149** homebound seniors throughout Brazoria County.
  - Provided **transportation** to **106** seniors within Brazoria County.
  - Provided and supported **mental health services** for **71** LMI persons through Alzheimer day program and mental health counseling program.

AFFORDABLE HOUSING:

CDBG ON-SITE SEWAGE FACILITIES (OSSF)—The CDBG OSSF Program supports the improvement of affordable housing by providing financial assistance to homeowners to improve onsite septic systems that are no longer functioning properly and may have received a citation by the County's Health Department. During PY 2024, no applications were funded, thus no expenditures are activities are

open.

HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
HOME activities are designed to expand the supply of decent, safe and sanitary affordable housing for LMI persons. HOME funds in the amount of **$358,933.14** were expended during this program year including **$44,476.25** in HOME Program Administration, and **$118,771.80** in HOME Program Income. Below is a list of accomplishments from completed HOME funded housing activities for this fiscal year.

- HOME funded Affordable Housing:

✓ Completed reconstruction of two (2) homes in Angleton and Freeport for low/mod homeowners whose homes were not feasible to rehab. Total expenditures for these two activities were $369,149.18.[2]

✓ Reconstruction continued for two (2) homes in Brazoria and Angleton for low/mod homeowners whose homes were not feasible to rehab. Total expenditures for these two activities were $320,435.10 of which $314,456.89 was expended during PY2024, including $118,771.80 in HOME program income. These two activities remained open at the end of the PY 2024 pending final drawdowns and will be reported completed during the next program year.

HOME AMERICAN RESCUE PLAN (HOME-ARP) - HOME-ARP is specifically designed to target funding to include increasing affordable housing, non-congregate shelter, and supportive services for HOME-ARP qualifying populations. Brazoria County awarded HOME-ARP funds to five (5) agencies to provide supportive services and to create a new non-congregate shelter in Brazoria County. During this program year, amended its HOME-ARP Allocation Plan to add funding that was initially omitted by HUD as a part of the grant award, funding supportive services, and utilized HOME-ARP administrative funding for planning and administration.

HOME-ARP expended **$79,210.00**, on supportive services and administrative activities. Accomplishments included providing housing stability case management, educational services, and deposit, rent and utiity services to 82 HOME-ARP qualifying households during PY 2024. To date, HOME-ARP has provided supportive services including rent and utility assistance to 156 persons.

[2] Activities remained open at the end of the program year, but all construction and expenditures have been completed. Activities will show complete in next year's CAPER.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g) Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

					Strategic Plan to Date			PY 2024		
Goal	**Category**	**Source / Amount (PY24)**	**Indicator**	**Unit of Measure**	**Expected – Strategic Plan**	**Actual – Strategic Plan**	**Percent Complete**	**Expected – Program Year**	**Actual – Program Year**	**Percent Complete**
Adult Education & Job Training	Non-Housing Community Development	CDBG: $13,900	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	50	46	92%	10	7	70%
CDBG Program Admin/Planning	Administration	CDBG: PY 2023 $100,402.34 CDBG: PY 2024 $201,723.71	Other	Other	5	5	100%	1	1	100%
Clearance and Demolition	Non-Housing Community Development		Buildings Demolished	Buildings	0	0	100%	0	0	--
Code Enforcement	Non-Housing Community Development		Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	0	0	--	0	0	--
Disaster Mitigation & Recovery (CV-TBRA)	Affordable Housing		Tenant Based Rental Assistance	Household Housing Unit	0	43	430%	0	0	--

					Strategic Plan to Date			PY 2024		
Goal	**Category**	**Source / Amount (PY24)**	**Indicator**	**Unit of Measure**	**Expected – Strategic Plan**	**Actual – Strategic Plan**	**Percent Complete**	**Expected – Program Year**	**Actual – Program Year**	**Percent Complete**
Down payment/closing cost assistance	Affordable Housing		Direct Financial Assistance to Homebuyers	Households Assisted	10	0	0%	0	0	--
Economic Development	Non-Housing Community Development		Businesses assisted	Businesses Assisted	0	0	--	0	0	--
ESG Program and Services	Homeless	ESG:	Tenant-based rental assistance / Rapid Re-Housing	Households Assisted	25	14	56%	**BRAZORIA COUNTY DID NOT RECEIVE ESG FUNDING DURING PROGRAM YEAR 2024 and no activities completed during this program year.**		
ESG Program and Services	Homeless	ESG:	Homeless Person Overnight Shelter	Persons Assisted	25	0	%			
ESG Program and Services	Homeless	ESG:	Homelessness Prevention	Persons Assisted	125	148	118%			
ESG Program Admin/Planning	Administration	ESG:	Other	Other	5	1	20%			
ESG Program Data Collection(HMIS)	Administration	ESG:	Other	Other	5	1	20%			
Food Insecurities	Non-Housing Community Development	CDBG: $18,900	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	1000	942	94.2%	200	195	97.5%

					Strategic Plan to Date			PY 2024		
Goal	**Category**	**Source / Amount (PY24)**	**Indicator**	**Unit of Measure**	**Expected – Strategic Plan**	**Actual – Strategic Plan**	**Percent Complete**	**Expected – Program Year**	**Actual – Program Year**	**Percent Complete**
Health Services	Non-Housing Community Development	CDBG: $0	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	200	240	120%	0	0	-
Historic Preservation	Non-Housing Community Development	CDBG: $0	Other	Other	1	1	100%	1	1	100%
HOME Program Administration	Administration	HOME: $44,476.25	Other	Other	5	5	100%	1	1	100%
Homeless and Domestic Violence Services	Homeless	CDBG: $25,000	Low/Mod Housing Benefit	Persons Assisted				14	7	50%
Housing Rehabilitation/Reconstruction	Affordable Housing	HOME: PY 2021 $107,002.30 HOME: PY 2022 $414,230.73 HOME: PY 2024 $125,000 (PI)	Homeowner Housing Rehabilitated	Household Housing Unit	8	14	175%	4	2	50%
Infrastructure Improvements	Non-Housing Community Development	CDBG: PY 2022 $541,820	Public Facility or Infrastructure Activities other than Low/Mod	Persons Assisted	3000	43,970	1465%	29,663	4213	14%

					Strategic Plan to Date			PY 2024		
Goal	**Category**	**Source / Amount (PY24)**	**Indicator**	**Unit of Measure**	**Expected – Strategic Plan**	**Actual – Strategic Plan**	**Percent Complete**	**Expected – Program Year**	**Actual – Program Year**	**Percent Complete**
		CDBG: PY2023 $741,500 CDBG: PY 2024 $788,550	Income Housing Benefit							
New affordable units	Affordable Housing	HOME: $0.00	Homeowner Housing Added	Household Housing Unit	0	0	--	0	0	--
Park Improvements	Non-Housing Community Development	CDBG: PY2022 $140,000 CDBG: PY2024 $12,750	Public Facility or Infrastructure Activities other than Low/Mod Income Housing	Persons Assisted	1,000	5350	535%	5505	0	0%
Public facility improvements	Non-Housing Community Development	CDBG: PY 2023 $15,500 CDBG: PY 2024 $20,000	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit	Persons Assisted	2,000	6,943	347%	100	0	0%
Senior Services	Non-Homeless Special Needs	CDBG: $33,500	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	250	1053	421%	135	255	188%**

					Strategic Plan to Date			PY 2024		
Goal	**Category**	**Source / Amount (PY24)**	**Indicator**	**Unit of Measure**	**Expected – Strategic Plan**	**Actual – Strategic Plan**	**Percent Complete**	**Expected – Program Year**	**Actual – Program Year**	**Percent Complete**
Services to Special Needs Populations	Non-Housing Community Development	CDBG: $33,600	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	125	309	247%	82	71	86.5%
Subsistence Payments	Non-Housing Community Development	CDBG: $14,815	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	40	247	617%	20	53	265%**
Youth and Children services	Non-Housing Community Development	CDBG: $86,694	Pub Service activities other than Low/Mod Income Housing Benefit	Persons Assisted	2,000	9661	483%	788	1955	248%**

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

** - Projects have exceeded expectations

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG activities for this program year were considered High Priority and were effective for producing a positive impact on the low/mod neighborhoods and residents of the County. More than half of the infrastructure projects remained underway at the end of the fiscal year, with three (2022) activities receiving technical assistance to proceed, one (2023) more project possibly needing technical assistance, and another two well underway and to be completed within the next calendar/program year. Some projects are experiencing delays due to lack of capacity. During this program year, the County procured outside project management services to

assist with project implementation to ensure these projects move along. Two activities were cancelled during the program year and the subrecipient that returned all expended grants funds which were subsequently receipted into IDIS. Attached is Brazoria County's PR03 CDBG Activity Summary Report for PY 2024, which describes in more detail the proposed and accomplished objectives in connection with the above priorities.

In Program Year 2024, the HOME program completed the reconstruction of two (2) homes using PY 2021 and 2022 HOME funds with two (2) additional homes underway using PY 2022 HOME funds. Additionally two HOME Rehabilitation program applications were reviewed and approved as eligible to start construction in the next program year using 2023 and 2024 funding.

The County continually assesses and monitors remaining grant balances and re-allocates funds as needed to ensure high priority activities may continue to completion. As mentioned above lack of capacity, as well as higher than expected bid amounts continue to present barriers to project implementation/completion.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Although this section of the CAPER is requesting "families assisted", the data that is captured in IDIS for CDBG, HOME and ESG is requesting "persons assisted". Table 2 captures beneficiaries served under the CDBG, ESG and HOME entitlement programs. Table 2a captures beneficiaries served under the CV programs.

	CDBG	HOME
White	1033	2
Black or African American	465	0
Asian	7	0
American Indian or American Native	5	0
Native Hawaiian or Other Pacific Islander	0	0
Other multi-racial*	126	0
Total	**2543**	**2**
Hispanic	907	2
Not Hispanic	1636	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The above noted stats provide the number of persons that were assisted with either CDBG Supportive (or Public) Service activities, and HOME Rehab/Reconstruction activities. Included in the CDBG Supportive Service residents assisted, 1,955 were children/youths, 255 were seniors and 47 were Alzheimer/dementia patients. The HOME numbers include two (2) homeowner rehabs.

Beneficiaries for public facility activities are not included as they are counted as Low/Mod Area (LMA) benefit and race and ethnicity are not gathered for these types of projects. Completed projects included water/sewer improvements, and street and drainage improvements in various locations throughout the County. Beneficiaries for these projects total 4,213 for the four completed projects during the program year. The Census Tracts and Block Groups with the low/mod percentages for each project and the beneficiaries for all projects are listed in the PR03 report for CDBG activities.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	$2,823,709.92	$963,392.06
HOME	$1,343,594.96	$262,643.32
HOME PI	$125,000	$121,885.90
HOPWA	N/A	N/A
Other (HOME-ARP)	$2,568,629	$79,210

Table 3 - Resources Made Available

Narrative

During PY 2024, CDBG program resources made available consists of remaining PY 2021 funds in the amount of $22,676.93, PY2022 funds in the amount of $364,718.41, PY2023 funds in the amount of $434,468.04 and the PY 2024 allocation of $1,510,632.00.

For the HOME program, program resources included PY 2022 expenditures and funding balance of $310,745.06, PY 2023 expenditures and funding balance of $626,602.53, and the PY 2024 allocation of $544,976.75.

CDBG is on track to meet timeliness expenditure deadlines for the coming year. The "Other (HOME-ARP)" resources made available is pandemic special allocations and are not included in the timeliness reporting.

Identify the geographic distribution and location of investments

CDBG, HOME & HOME-ARP

City or Location	CDBG Public Facility Accomplishments and Description	Expended in 2024
Alvin	• Waterline project (2023)- construction completed during PY 2024 • Morgan Park Project (2024) Environmental completed. Bid award and park improvements complete. Activity remains open pending final payment.	$202,341.03
Angleton	Environmental review completed during this program year. Bidding underway. Projec to complete construction in next program year.	$3701.00

Bailey's Prairie	Environmental completed. Activity assigned project management assistance. Activity shows cancelled with drawdowns in IDIS; and awaiting reversal to complete drawdowns. Activity expected to complete in next program year.	$682.50*
Brazoria	Environmental Review completed and activity construction underway. Project to complete during next program year.	$8,456.61
Clute	Environmental review completed. Sober Living rehabilitation facility improvement to complete during next program year.	$5,022.55
Freeport	• Environmental completed. 2023 Project (ADA bathroom renovations) pending bid advertisement and construction contract award. Project cancelled during this program year and all funds ($3701.00) expended in prior year returned and receipted into IDIS. • Environmental review completed for 2024 Water Valve Installation project. Project to complete in next program year.	$5663.13
Holiday Lakes	Environmental completed. Awaiting design and bid. Project pending assignment of project management assistance.	$0
Manvel	Drainage project completed during PY 2024.	$20,993
Oyster Creek	Environmental completed. Activities (2) pending design and bidding. City receiving project management assistance to prepare scope and bid project. Activities show cancelled with drawdowns in IDIS; and awaiting reversal to complete drawdowns. Activity expected to complete in next program year.	$1130.50*

Richwood	Environmental review completed. Project bidding complete and construction pending. Project to complete during next program year.	$3701.00
Sweeney	Environmental completed. Awaiting design completion and bid. Project cancelled during this program year and all funds ($6985.77) expended in prior year returned and receipted into IDIS.	$0
West Columbia	Waterline installation completed during PY 2024.	$173,493.53
Unincorporated County	Construction completed. Final payment and drawdown completed in PY 2024. (Hastings)	$19,286.14
City or Location	**CDBG Public Service Accomplishments and Description**	**Expended in FY 2024**
Countywide	ActionS Homebound Meals Benefitted **149** elderly residents.	$15,000.00
Countywide	ActionS Transportation Benefitted **106** elderly residents.	$18,496.00
Brazoria County Precint 1	Boys/Girls Club – Youth Services Benefitted **20** children.	$3701.00
Brazoria County Precinct 2	Boys/Girls Club – Youth Services Benefitted **22** children.	$6900.00
Brazoria County Precinct 3	Boys/Girls Club – Youth Services Benefitted **15** children.	$6450.00
Brazoria County Precinct 4	Boys/Girls Club - Smart Moves Program Benefitted **27** children.	$4976.00
Freeport/Sweeny	Brazosport Cares Food Pantry Benefitted **195** people.	$18,900.00
Lake Jackson	Brazosport Community College - Continuing Ed Program Benefitted **7** students.	$7,000.00
Countywide	Counseling Connections for Change Benefitted **22** people.	$20,000.00
South end of Brazoria County	Dream Center Benefitted **811** with back to school supplies & clothing.	$33,661.48
Countywide	Gathering Place Alzheimer Program Benefitted **47** terminally ill people.	$12,706.54

Brazoria County Precinct 1	Junior Achievement Benefitted **840** youths.	$3,701.00
Brazoria County Precinct 4	Junior Achievement Benefitted **154** youths.	$3,701.00
Countywide	Salvation Army Subsistence Benefitted **53** people.	$14,815.00
Countywide	Refuge for Women Benefited **7** persons.	$25,000
Countywide	Gulf Coast CASA Benefited **66** abused and neglected children.	$23,600
N/A	General Administration	$302,126.05
Total CDBG Projects Expended		**$974,551.29**

*Indicates amount expended during Program Year but not yet drawn due to cancellation error input awaiting reversal from HUD in IDIS.

City or Location	HOME Accomplishments and Description	Expended in FY 2024
Countywide (Angleton, Brazoria, Freeport)	HOME (PY 2022/2023) – Rehab/Reconstruction **Benefitted 4 homeowners/ 2 projects completed.**	$308,143.00
N/A	HOME General Administration- completed	$44,476.25
Total HOME Projects Expended		**$352,619.25**

City or Location	HOME-ARP Accomplishments and Description	Expended in FY 2024
Countywide	Supportive Services (Housing Stability Case Management, Rental Assistance)	$61,731.10
Countywide	TBRA	$0
North Brazoria County	Non-congregate Shelter	$0
Countywide	Capacity Building	$0
Lake Jackson	Operating	$2217.31
Countywide	HOME-ARP (PY 2021) – Administration	$14,172.99
Total HOME-ARP Expended		**$79,210.00**

Table 4 – Identify the geographic distribution and location of investments

Narrative

The focus of the activities in Brazoria County's 2024 Action Plan was on a Countywide basis instead of strategic target areas. Public facility activities are spread throughout the County with 6-7 participating jursidictions being funded every 3rd year for low/mod public facility/infrastructure projects. Public Service activities are funded throughout the County every year. Generally, eligible public service agencies apply with their respective County Commissioner and the County Judge. After a review for eligibility by the Community Development Department, each County Commissioner and the County Judge determines the public service agencies they will fund for the upcoming year.

HOME funds are utilized for direct client assistance based on qualifications for the respective programs. For the Home Rehabilitation/Reconstruction Program, applications are taken county wide, with the exception of the city limits of Pearland, Hillcrest Village, Liverpool and Quintana. These Cities mentioned have elected to "opt out" or not participate in our program for various reasons. Two Home Rehab/Reconstructions projects are awarded and completed each year, and are located throughout the county but tracked in the respecitive location within the County.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG public facility/infrastructure projects leverage funds from Cities who pay the balance of a project that was completed in their City. Public Service organizations also use CDBG funds to leverage additional funding for their projects. During this last program year, Brazoria County used funds from Reliant Energy and other federal funding to assist families with rent and utility bills. Coordinating these funds from these various partners can help the Community Development Dept assist more families. Of the $974,551.29 in CDBG expenditures this program year, including administration, there was 518% match in the amount of $5,049,528.08 of leveraged funds.

In the HOME Program, there is a 25% match requirement. Matching funds are provided by SETH housing bond financing, waived permit and recording fees, and various public and private donations. With HOME funds, match is not calculated on program income or administrative expenses. Without these expenditures, per the PR33 the County expended $282,821.94 in match eligible HOME funds. Based on this expenditure, the 25% match requirement is $70,705.48. The HOME match report information is listed below in Table 5 as well as in the attachments to the CAPER.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$2,350,447.59
2. Match contributed during current Federal fiscal year	$13,412.32
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$2,363,859.91
4. Match liability for current Federal fiscal year	$70,705.49
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$2,083,431.83

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Cont**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Prep, Const Materials, Donated labor**	**Bond Financing**	**Total Match**
Various Projects – Permit Fees	10/1/23-9/30/24		1,058					1058.00
Various Projects – Recording Fees	10/1/22-9/30/23		124.00					124.00
Various Projects – FTHB Recording Fees	10/1/22-9/30/23		0					0
101 Verde Dr – SETH Bond	9/30/21						12,230.32	12,230.32
						Total Match Contributions for the year		$13,412.32

Table 6 – Match Contribution for the Federal Fiscal Year

HOME Program Income Report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period	**Amount received during reporting period**	**Total amount expended during reporting period**	**Amount expended for TBRA**	**Balance on hand at end of reporting period**
$ 0.00	$ 0.00	$0	0.00	$ 0

Table 7 – Program Income

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Number	2				0	2
Dollar Amount	$ 300,400	0	0	0		$ 300,400
Sub-Contracts						
Number	12			2	6	4
Dollar Amount	$ 84,578			$ 2800	$ 49,026	$ 34,152

	Total $ 384,978	**Women Owned Business**	**Male 14**
Contracts			
Number			
Dollar Amount	$ 0	$ 0	$ 0
Sub-Contracts			
Number			
Dollar Amount	$ 0	$ 0	$ 0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	2	2
Number of households supported through Acquisition of Existing Units	0	0
Total	**2**	**2**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Tables 11 and 12 only reflect the CDBG and HOME household goals and accomplishments. Program goals for Housing Rehabilitation and Onsite Septic (OSSF) Program were met during this program year. A total of two (2) owner households were assisted which met the annual goal. The OSSF program did receive any eligible applicants and did not serve any households during PY 2024.

Discuss how these outcomes will impact future annual action plans.

Declining CDBG and HOME funding is the main factor affecting the annual outcomes to meet the need of affordable housing in Brazoria County. The County will continue to use the one-time HOME-ARP allocation to continue to increase affordability and provide greater housing stability for the most lowest income households and those persons who are homeless or at risk of homelessness. In addition to use of HOME-ARP funding, the County's focus in future program years is to identify a CHDO to receive funding to increase affordable housing in the county.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	2
Low-income	0	0
Moderate-income	0	0
Total	**0**	**2**

Table 13 – Number of Households Served

Narrative Information

Brazoria County has always seen a greater need for rental/utility assistance around the holidays, as contractors are not working due to the weather, losing hours with no holiday pay, and historically, chemical plant lay offs in the 4th quarter. When coupled with the loss/reduction of income due to the recent pandemic and associated inflation, rent/utility assistance needs have increased and greatly exceeds resources available. Brazoria County has been resourceful in finding other non-HUD federal pandemic funding to assist struggling families, but has also seen the loss of ESG funding and a reduction in its CDBG funding that has been critical to providing emergency and homelessness prevention assistance and stabilization of affordable housing.

Funding cuts and increased costs for rehabilitation/reconstruction projects affect the number of completed homes each year. Construction costs have remained high due to shortage of materials, which drives the prices up. Other factors, such as septic system upgrades, offstreet parking requirements, and sodding of the yard, utilize more funds, which reduces the number of homeowners that can be assisted in any particular year. Contractors willing to bid on the contracts have a depleted labor force, so labor costs are at a premium. Concrete has become a valued commodity and very hard to obtain in the smaller quantities that are needed for a slab. All these factors have caused HOME projects to either be delayed or cost more thus reducing number of homes that can be assisted.

Brazoria County no longer offers a local homebuyer program due to reduced funding and refers interested buyers to the Texas Department of Housing and Community Affairs Texas Homebuyer program for assistance. However, high interest rates and high home pricing continue to be a barrier for first time homebuyers to enter the market.

The Community Development Department remains confident in their policies and guidelines for their housing projects and stand firm to protect the investment to the low income homeowner.

When approving a homeowner for repairs, sustainability of insurance and taxes is a criteria for approval. The issues discussed above will eventually subside, but in the meantime, the expected beneficiaries in any particular year will be a more modest number. The County is hopeful that as the economy stabilizes, builders will be back with more reasonable bids, materials will be more readily available, and the labor force will again be more stable.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Brazoria County partners with the United Way of Brazoria County (UWBC) and Gulf Coast Center in outreach efforts to the unsheltered, sheltered and unstably housed in the County. During the 2024 program year, the County implemented several HOME-ARP funding contracts including United Way. Despeite our best efforts two agencies withdrew their participation under the grant, and the County plans to take on the direct operation of HOME-ARP program services in the next pgoram year. UWBC serves as the local lead agency for the Homeless Coalition of Brazoria County. Brazoria County Community Development is a member of the Coalition and works closely with all agencies in addressing homelessness and allocating resources when needed for key activities. Operated under the Texas Homeless Network Balance of State Continuum of Care, the Brazoria County Homeless Coalition still struggles with local leadership and coordination of services with the recent reorganization of the United Way during this program year.. Key to the local homelessness response system and necessary for the referral process for HOME-ARP services is the utilization of a Coordinated Entry process which continued operation during this program year, and was also utilized for referrals for permanent housing to the Brazoria County Housing Authority for Housing Stability Vouchers.

Addressing the emergency shelter and transitional housing needs of homeless persons

In addition to the two women's shelters, The Salvation Army is the only general population homeless shelter in Brazoria County. All three (3) of these shelters have been modified and expanded using ESG funding in prior years. Starting in PY 2020, the Brazoria County used the ESG funds, along with the ESG-CV funds to convert the thrift store at the Salvation Army Emergency Shelter to create more beds.This project finally completed during last reporting period, and has provided much needed shelter to the homeless. Currently there are no known transitional shelters in Brazoria County. Several agencies and contractors have approached the Community Development Department to discuss funding and opportunities, but nothing has ever evolved from those discussions. Under HOME-ARP funding, the County has one project underway for the construction of a new non-congregate shelter to be located in the northern part of the county.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Over the past year, the Community Development Department continued to partner across the county with many non-profit agencies and send/accept referrals to ensure assistance provided

can support the critical needs of our most vulnerable families including persons exiting institutions, domestic violence or human trafficking situations, and/or the child welfare system. Partnership work with the the Homeless Coalition has assisted with better coordination and referral services to ensure these families receive the necessary assistance to remain stably housed. In cases where homelessness cannot be avoided, we have partnered with other non-profits in neighboring counties to ensure the most appropriate shelter is available to house those in need.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Individuals that are discharged from institutions, mental health and other facilities, are evaluated to determine if they can benefit with one of the grants we have. They are also referred to other agencies to receive food, medical attention, SNAP benefits, SS benefits, or other services. One of the larger issues facing these individuals is the lack of public transportation to the various services that are provided. This makes it difficult to look for work, obtain the necessary services or even try and find a place to live. When assistance is available and it is known the family has experienced homelessness before, the department prioritizes assistance to ensure the family can remain housed and not re-enter homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Brazoria County does not have public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A

Actions taken to provide assistance to troubled PHAs

Brazoria County Housing Authority is not in troubled status.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Brazoria County continues the discussion with several Cities about their requirements of carports/garages and concrete driveways, and zoning ordinances. Tax relief is also provided by the Brazoria County Appraisal District and the Tax Assessor/ Collector in the form of installment payments and split payments to property owners. Homeowners 65 years of age or older are given a reduction in the taxable value and also have the option to defer, or postpone paying any property taxes on their homes for as long as they own and live in the unit. The problem with deferral is that the taxes, penalties, and interest add up and can be quite significant when the home transfers title to a family member. When HOME funds are used to rehabilitate or reconstruct a home, City and County permit and Septic Fee waivers are requested and recording fees are generally waived.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Many of the older homes in Brazoria County are generally owned by the elderly population, which tend to be part of the low income population. When coupled with the fact they are physically and economically unable to maintain the home, the home becomes dilapidated and deteriorated. Most applicants require a full reconstruction. During this program year, Brazoria County completed two (2) reconstructions and has two more under construction. The County also continued implementation of the the CDBG Onsite Sewage System Facility (OSSF) program that completed replacement of a non-functioning septic system for one (1) homeowner.

The County used CDBG funds to continue its public service funding, which provided financial assistance to social and public service organizations which met the needs of underserved persons. Table 5 below illustrates the organizations and the project that was funded this fiscal year.

PY	Organization	Project Description
PY 2024	ActionS	Homebound Meals
PY 2024	ActionS	Transportation
PY 2024	Boys & Girls Club-Freeport	Youth Prevention Program
PY 2024	Boys & Girls Club-Angleton	Youth Prevention Program
PY 2024	Boys & Girls Club - Alvin	Youth Prevention Program
PY 2024	Boys & Girls Club – Southern Braz. Co	Youth Prevention Program
PY 2024	Brazosport Cares	Food Assistance
PY 2024	Brazosport College	Continuing Education
PY 2024	Gulf Coast CASA	Child Advocacy Services
PY 2024	Counseling Connection for Change	Counseling Services

PY 2024	Dream Center	Back to School supplies/clothing
PY 2024	Junior Achievement-Freeport	Youth Service Program
PY 2024	Junior Achievement-Angleton	Youth Service Program
PY 2024	Salvation Army	Subsistence Program
PY 2024	The Gathering Place	Alzheimer Program

Table 14 – Funded Organizations and Projects

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Although no specific funding is set aside for Lead-based paint issues, the Community Development Department evaluates Lead-based Paint (LBP) hazards on all HUD-assisted rehab/reconstruction projects. The rehabilitation guidelines explicitly prohibit the use of lead-based paint on any rehabilitation or reconstruction project. A LBP assessment is conducted on any rehab project that triggers the LBP requirement and any hazards found are addressed in accordance with EPA and HUD Guidelines for Lead-based Paint Renovation. Once LBP issues are addressed and rehabilitation work is completed, a clearance exam is performed to ensure the work and the unit has been properly handled and cleaned.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Of the two (2) colleges in Brazoria County, both of whom provide workforce training and continuing education programs, only one of the colleges was funded to assist low/mod income residents/families with tuition, which will increase their job opportunities and earning capacity. Seven (7) persons were assisted with various short term job training programs so that they can begin to earn more for the family. Families being assisted with rent/utility assistance are encouraged to attend a financial stability course, which will assist the family with budgeting and financial knowledge to help budget through those tough times. Additionally, families are referred to register for job search and assistance through the local workforce resource office.

Brazoria County Housing Authority maintains the Housing Choice Voucher program that assists tenants with on-going rental assistance and has kept the yearly lease rate to 98% of capacity.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Community Development staff is still in direct contact with the various members of the Brazoria County Community Development Advisory Board (BCCDAB), which is composed of City officials from all of the participating jurisdictions and one County representative. When the meetings resume, they will be posted publicly so that anyone can attend. The purpose of these meetings is to obtain recommendations and feedback for CDBG, and HOME funded activities and projects and gain in-sight on the status or problems the City might be having with their projects. This also helps to maintain the communication line with the citizens, participating jurisdictions, Commissioners, County Judge, and the CD staff.

Public facility and infrastructure projects are spread throughout the County with 6-7 participating jursidictions being funded for low/mod benefit projects every 3rd year. The Commissioners and County Judge have the role of allocating the public service funds. All public service agencies that

are requesting funding will submit an application to them. It is rare that an eligible applicant providing a service consistent with our Consolidated Plan does not get some funding. CD Staff also attends regular interagency meetings held at United Way of Brazoria County.

Brazoria County CD staff manages the HOME rehab/reconstruction program in-house. Rehab/reconstruction applications are disbursed and collected the entire month of September each year.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

There is no public housing in Brazoria County. Brazoria County Housing Authority, Brazoria County Welfare, and the Community Development Dept are housed in the same office, so coordination is easily achieved between these services.. With the three (3) departments working so closely together, we maintain a good relationship with the landlords. In order to avoid duplication of services, we have coordinated efforts with other agencies that receive funding for the same services. Brazoria County has formed their own Homeless Coalition and has implemented a Coordinated Entry system in partnership with United Way and the participating agencies. Brazoria County is going one step further to utilize the coordination for referrals between agencies to better assist the family, avoid duplication, and going from agency to agency searching for assistance. Over the last few years, the ESG funding has relieved some of the burden of rental and/or utility assistance for low/moderate income residents; however, with the end of that funding, the department has had to search for other grants to fill this gap. The CD Department continues to work with the United Way in an effort to coordinate their funding with social service programs and agencies. Through the use of the HMIS program, agencies rely on this database to determine who exactly resides in the household, what types of assistance the family has received in the past, and better assess what type of assistance or service the family truly needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Even though Brazoria County has little control over individual Cities, the CD staff has worked within the County to help in overcoming its impediments to fair housing and housing choice in the county.

Many of our applicants are elderly and on a fixed income, and a modest one at that. Brazoria County will advocate and continue the discussion with participating Cities regarding their requirements of home sizes, carports/garages, concrete driveways, and elevation. All of these factors affect the overall costs to the HOME program and the affordability of the home to the homeowner.

The full list impediments and PY 2024 action steps taken for this fiscal year is provided as an attachment to this CAPER.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

While the majority of our funding is allocated to individual Cities, Brazoria County ensures long-term and comprehensive planning compliance by sending public facility bids to the listed organizations that are identified as Historically Under-utilized Businesses (HUB). Each time a project bids, Community Development Department searches for new minority businesses to include in the bidding process. The Community Development Department reviews each CDBG, and HOME project for eligibility and assures funds will be used in accordance with the 5-year Con Plan and applicable federal requirements. Pre-construction meetings are held with municipalities and the approved contractors to review applicable requirements and required paperwork.

Meetings with new Public Service agencies are set up between the agency's Executive Director, the staff responsible for applicant intake, CD Staff member(s), and the Director and/or Asst. Director of the CD Dept. During this meeting, all Federal and County requirements (i.e. purchasing requirements, invoicing time-frames, reporting, and recordkeeping), processing requirements, required documentation, what is expected from the agency, what the agency can expect from the County, and any questions/comments/concerns are reviewed and answered before the contract is signed. Money cannot be spent until the contract is signed, and environmental clearance has been received. Generally, subrecipients are monitored bi-annually, unless they are a "First-Time Funded Subrecipient", there is a change in executive management, prior monitoring issues, or if problems arise during the contract period. In these instances, monitorings are done more frequently with technical assistance being offered via phone or on-site meetings. Brazoria County generally does not reimburse the subrecipient, but pays the third party on behalf of the client and follows a lot of the same desk monitoring procedures as the Public Facility projects as noted below.

Most Public Facility projects (water/sewer/drainage) are monitored through desk monitoring and regular communication with engineering and project management staff. It is not the staff's expertise to verify that the proper water or sewer line was installed or that the proper depth of the drainage ditch was completed, but to ensure the project is carried out in compliance with federal regulatory and statutory requirements. Desk file reviews are conducted throughout the project and includes:

- bid was advertised properly in correct format and proper wording was included,
- bids are reviewed to verify proper bidding requirements were followed and proper Davis-Bacon wage rates were included in the bid document,
- all applicable federal documentation was included in the bid documents,
- contractor clearance was completed and no contractors were excluded or barred from the project,

- proper award had taken place through City Council meeting,
- employee interviews are being conducted and the correct forms are being used and submitted,
- certified payrolls submitted are correct and they match up with the submitted employee interviews, and
- the invoiced amount matches the contract that was submitted and signed, and funds are available to pay the invoice. If the City is responsible to pay a portion of the invoice, then a phone call/email is placed notifying them of the amount they are responsible for.

All other Public Facility projects (such as community centers, fire equipment, and building improvements) and Public Service projects that used CDBG funds for improvements or purchase equipment, has on-site monitoring to view the work that was completed or equipment was purchased. Inventory monitoring takes place bi-annually.

Every week invoices are approved for payment through the Community Development Department. They are reviewed for correctness and verified that the work was completed and that the application or file has the appropriate backup documentation to justify the payment. If any information is missing, the payment is held until the missing documentation is received. For on-site monitoring, a letter is sent out notifying the agency that there is a monitoring scheduled, and what information will be reviewed. An entrance interview is performed with the key members or caseworkers. Files are then reviewed, and any findings are noted and a letter noting the deficiencies or findings is sent to the agency with suggested improvements. If there are significant findings or concerns with the monitoring, an action letter is requested stating how they will correct or remedy the finding or concern, as well as a follow-up consultation is scheduled. If an agency does not correct the findings or address the concerns, then a recommendation is presented at Commissioner's Court to terminate the contract and re-allocate the funding.

No payments are processed until desk reviews are completed to verify the information above has been gathered and is correct. Public Service agencies that provide a service are all monitored the same way. Documentation is submitted with the invoice and that information is reviewed for completeness. The request for payment is reviewed with the contract to verify that what the agency proposed to do is actually being accomplished. If applications are collected at the time of service, the application is submitted and reviewed for all documentation. If approved, the invoice request is then submitted for payment and the payment is mailed out. Usually rent and utility assistance payments are mailed directly to the landlord or utility provider on the applicant's behalf. No Rent or Utility payment of any kind is directly paid to the applicant.

Brazoria County normally monitors several open projects by either on-site visits or desk reviews. No Subrecipients were found to be non-compliant, but some Subrecipients had concerns that were noted, addressed, and corrected. CD staff is always improving its internal monitoring controls with discussions of findings and documentation issues, and then solutions are suggested and implemented. All issues or concerns that have been recognized in previous years are discussed in the contract award meetings so that the same issues do not repeat themselves. This

helps the CD Dept properly inform the new agencies with what to expect when they submit invoices for payments or when staff comes to monitor.

When monitoring HOME program contractors, a CD staff member goes on-site and evaluates the performance and inspects the materials used for the rehab or reconstruction of a home. Any deficiencies are noted and discussed with the contractor either on-site or by phone. An e-mail is also generated documenting the deficiencies in writing and time-frame to correct. Any programmatic changes that are necessary are reflected in the guidelines, bids, contracts, or specifications to alleviate any problems that arise. If a contractor fails to take corrective action, contracts may terminate and the contractor may be removed from the approved list.

In addition, all open projects are monitored in IDIS at least quarterly and narratives updated, if needed.

In reviewing the status of the overall grant programs, it appears that the CDBG program is on schedule. Actual expenditures do not differ from Line of Credit disbursements in the IDIS system. IDIS is the HUD database in which the County completes reporting and financial draws. The following tables break down the remaining funds by program year.

As of September 30, 2025, the status of the County's CDBG, and HOME grant programs are as follows:

PY	Projects	Amount
PY 2021	CDBG-Unobligated	$3,173.93
PY 2021	HOME CHDO	$77,588.25
PY 2022	CDBG-Unobligated	$19,229.76
PY 2022	Bailey's Prairie*	$139,704.11
PY 2022	Oyster Creek Sewer Improvements*	$145,075.54
PY 2022	Oyster Creek VFD Generator*	$60,709.00
PY 2022	HOME- Housing Rehab/Reconstruction	$25,036.47
PY 2022	HOME- CHDO	$86,806.55
PY 2023	Holiday Lakes Road Improvements	$114,207.09
PY 2023	Brazoria County OSSF	$69,543.63
PY 2023	CDBG- Unobligated	$250,654.32
PY 2023	HOME- Housing Rehab/Reconstruction	$419,976.75
PY 2023	HOME-CHDO	$83,995.35
PY 2024	Alvin Parks Project	$8,591.97
PY 2024	Angleton Sewer Improvements	$216,299.00
PY 2024	Brazoria Water Improvements	$158,043.39
PY 2024	Brazos Place- Facility Rehabilitation	$14,977.45
PY 2024	Freeport Water Improvements	$214,336.87

PY 2024	Jones Creek Road Improvements	$166,500.00
PY 2024	Manvel Drainage Improvements	$11,097.09
PY 2024	Richwood Water Replacement	$162,799.00
PY 2024	CDBG-Unobligated	$89,070.94
PY 2024	CDBG Administration	$41,467.10
PY 2024	HOME Rehab/Reconstruction Program	$333,571.29
PY 2024	HOME-CHDO	$83,995.35

Table 15 – CDBG, and HOME Grant Programs

**Projects showing as pending cancellation with draws; projects receiving project management support to allow activities to proceed with construction.*

As of September 30, 2025, the status of the County's HOME-ARP grant program are as follows:

PY	Projects	Amount
PY 2021	HOME-ARP Administration	$209,890.65
PY 2021	HOME-ARP Supportive Services	$394,067.30
PY 2021	HOME-ARP TBRA	$300,000.00
PY 2021	HOME-ARP Noncongregate Shelter	$806,078.00

Table 15b –HOME-ARP Grant Program

Unobligated funds are generated as projects complete and all funds were not needed. The CDBG projects with remaining balances should be completed during PY24/FY 2025.

The remaining HOME-ARP funding covers all open HOME-ARP activities, and will continue until the HOME-ARP activities are completed or prior to 2030.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Brazoria County posted notice on the County's website, and in the Brazosport Facts, the County's main newspaper in English and Spanish. The comment period ran from November 6 thru November 21, 2025. Both postings included Spanish and English translations for special accomodations. During the comment period, one (1) public hearing was held – on Thursday, November 19, 2025 at 5:30 p.m. The hearing was held at the Brazoria County East Annex Lobby located at 1524 E. Mulberry, Angleton, Texas. The location is wheelchair accessible and has handicap accessible parking, which is noted in the ad postings. The CAPER was also available in our office during regular business hours of 8 – 5 Monday through Friday.

Summary of public comments:

No comments were received during the public comment period or at the public hearing.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Program objectives for the PY 2024 CDBG projects mostly stayed the same. Brazoria County allocated the unobligated funds from completed PY 2021 and PY 2022 activities to PY2022 and PY2023 activities needing additional funds. Brazoria continually reviews program objectives, policies and procedures to ensure the county is remaining responsive to community needs and current events affecting community needs specifically our low and moderate-income population. During this last program period, it has been observed that there is a growing need for increased rent and utility assistance to county residents primarily due to the increasing rental rates in the county. Also, the impact of inflation on low and moderate income households causing greater reliance on public assistance to cover household costs. Limitations in funding under CDBG and the elimination of ESG funding has greatly decreased the county's ability to meet these needs.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Brazoria County did not have any Brownsfield Economic Development Initiative projects.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

N/A—Brazoria County's only HOME-assisted multi-family project exited the program last year by repaying its HOME investment back to the county. Therefore, no multi-family inspections were conducted.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Brazoria County's has an Affirmative Marketing Plan that plans how we shall market our HOME Rehab/Reconstruction and Homebuyer Assistance programs. Applications are available on the website for the Rehab/Reconstruction program during the month of September, as well interested applicants may pick up or request to have applications mailed to them. The number of Rehab/Reconstruction applications received always exceed the amount of funding that is allocated to the HOME program. All advertisements for the HOME program contain the equal opportunity housing logo. Fair housing posters are also displayed in the Community Development lobby for all visitors to see.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During the 2023 Program Year, $125,000 in program income was receipted into the HOME program due to pay-off from one multi-family project that sold. PI was obligated to one Homeowner rehab project which expensed all remaining PI during this program year. The one household assisted was low-income single parent household.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

While Brazoria County's rate of homeownership is higher than the rest of Texas, the housing in the County is somewhat polarized with the majority being newer/excellent condition or older with housing problems. Two (2) homes were completed this year for the rehab/reconstruction program. Brazoria County supports new rental housing complexes utilizing the State's Tax Credit program. Even with the tax credit properties, the State sets the market rate rents which are

based on the median income in Brazoria County. With the median income being over 116,100 for a family of four, many of our single head of household tenants cannot afford the market rate or even the 60% rental rates. Affordability continues to be the primary barrier to entry into the homeownership, as well as makes housing stability very challenging in the rental market. The department continues outreach and educate rental properties owners, and elected and appointed officials to foster and maintain affordability specifically with developing relationships with owners, and housing developers.

CR 58- Section 3

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons.

During PY 2024, two covered activities tracked Section 3 requirements. As per the Section 3 Report found in the attachment to this CAPER, 1480 total labor hours have been reported of which 621 hours were Section 3 Worker hours with no targeted Section 3 workers hours reported. Efforts used to encourage and/or solicit Section 3 workers included the following:

- Outreach efforts to identify and secure bids from Section 3 businesses.
- Assisted residents to apply for/or attend community college or a four year educational institution
- Assisted residents to apply for/or attend vocational training
- Assisted residents to obtain financial literacy training and/or coaching

CAPER Attachments

1- Glossary of Terms
2- Fair Housing – AI Update 2024
3- CDBG Financial Summary Report (PR26)
4- IDIS Reports
    a. PR03
    b. PR23
    c. PR54
    d. PR91
    e. Section 3
5- HOME Match Log
6- Public Notices (English & Spanish)

GLOSSARY OF ACRONYMS USED IN CAPER

ADA	Americans with Disabilities Act
BCCDAB	Brazoria County Community Development Advisory Board
BCW	Brazoria County Welfare
CAPER	Consolidated Annual Performance and Evaluation Report
CD	Community Development
CDBG	Community Development Block Grant
CDBG-CV	Community Development Block Grant- CARES Act
CHDO	Community Housing Development Organization
COC	Continuum of Care
CR	CAPER (screen) Report
DUNS	Data Universal Numbering System
EIN	Employer Identification Number
EN	Entitlement
EPA	Environmental Protection Agency
ESG	Emergency Solutions Grant
ESG-CV	Emergency Solutions Grant - CARES Act
FEMA	Federal Emergency Mangagement Agency
FTHB	First Time HomeBuyer
FY	Fiscal Year
GPR	Grant Processing Reports
HMIS	Homeless Management Information System
HOME	Home Investestment Partnerships Program
HOME-ARP	HOME American Rescue Plan
HOME-DR	Home Investestment Partnerships Program-Disaster Recovery
HOPWA	Housing Opportunities for Persons With Aids
HUB	Historically Underutilized Business
HUD	Housing and Urban Development
IDIS	Integrated Disbursement and Information System
LBP	Lead Based Paint
LMA	Low to Moderate Area
LMI	Low to Moderate Income
LOC	Line of Credit
LOCCS	Line of Credit Control System
LOW/MOD	Low to Moderate
MBE	Minority Business Enterprise
NOFA	Notice of Funding Availability
OATH	Open Arms Thankful Hearts
OSSF	On Site Sewage Facility
P&A	Planning and Administration
PF	Public Facility
PI	Program Income
PR	Program Report
PS	Public Service
PY	Program Year
SETH	South East Texas Housing
TIN	Taxpayer Identification Number
TTLM	True To Life Ministry
WBE	Women Business Enterprise
YFC	Youth and Family Counseling

Financial Summary

Community Development Block Grant Program

1. Name of Grantee	2. Grant Number	3. Reporting Period From:	To:
Brazoria County	B-24-UC-48-0005	10/1/2024	9/30/2025

Part I: Summary of CDBG Resources			
1. Unexpended CDBG funds at end of previous reporting period (balance for prior program years)			$ 1,313,077.92
2. Entitlement Grant from form HUD 7082			$ 1,510,632.00
3. Surplus Urban Renewal Funds			$ -
4. Section 108 Guaranteed Loan Funds (Principal Amount)			$ -
5. Program Income Received by	Grantee (Column A)	Subrecipient (Column B)	
a. Revolving Funds		$ -	
b. Other (Identify below. Provide details on an attachment)			
	$ -	$ -	
c. Total Program Income (sum of columns a and b)			$ -
6. Prior Period Adjustments (if a negative amount, enclose in brackets)			
7. Total CDBG funds available for use during this reporting period (sum of lines 1 - 6)			$ 2,823,709.92
Part II: Summary of CDBG Expenditures			
8. Total expenditures reported			$ 963,392.06
9. Total expended for planning and administration		$ 302,126.05	
10. Amount subject to low/mod benefit calculation (line 8 minus line 9)		$ 661,266.01	
11. Unexpended balance (line 7 minus line 8)			$ 1,860,317.86
Part III: Low/Mod Benefit This Reporting Period			
12. Total low/mod credit for multi-unit housing expenditures			$ -
13. Total from all other activities qualifying as low/mod expenditures			$ 661,266.01
14. Total (line 12 plus line 13)			$ 661,266.01
15. Percent benefit to low/mod persons (line 14 divided by line 10)			100.0%
Part IV: Low/Mod Benefit for Multi-year Certifications (only if certification period includes prior years)			
Program years covered in certification PY 2021 PY 2022 PY 2023 PY 2024			
16. Cumulative net expenditures subject to program benefit calculation			$ 5,361,295.43
17. Cumulative expenditures benefiting low/mod persons			$ 5,361,295.43
18. Percent benefit to low/mod persons (line 17 divided by line 16)			100.0%
Part V: Public Service (PS) Cap Calculation			
19. Total PS expenditures			$ 218,608.02
20. Total PS unliquidated obligations			$ -
21. Sum of line 19 and line 20			$ 218,608.02

22. Total PS unliquidated obligations reported at the end of the previous reporting period	$	-
23. Net obligations for public services (line 21 minus line 22)	$	218,608.02
24. Amount of program income received in the **preceding** program year	$	-
25. Entitlement grant amount (from line 2)	$	1,510,632.00
26. Sum of line 24 and line 25	$	1,510,632.00
27. Percent funds obligated for public service activities (line 23 divided by line 26)		14.5%
Part VI: Planning and Program Administration Cap Calculation		
28. Amount subject to planning and administrative cap (line 2 plus line 5c)	$	1,510,632.00
29. Total planning and administration expenditures (line 9)	$	302,126.05
30. Total P&A unliquidated obligations	$	-
31. Sum of line 29 and line 30	$	302,126.05
32. Total P&A unliquidated obligations reported at the end of the previous reporting period		
33. Net obligations for planning and administration (line 31 minus line 32)	$	302,126.05
34. Percent of funds obligated for planning and administration (line 33 divided by line 28)		20.0%

Financial Summary Attachment

A. Program Income Received

No PI received in PY 2024 0

B. Prior Period Adjustments

None

C. Loans and Other Receivables

None

D. LOCCS Reconciliation

Unexpended Balance of CDBG funds		$ 1,860,317.86
LOC Balance		$ 1,851,595.06
Cash on Hand:		
Grantee Program Account		
Subrecipients Program Accounts		$ -
Revolving Fund Cash Balances		$ -
Section 108 Cash Balances		$ -
	Cash on Hand Total	$ -
Grantee CDBG Program Liabilities (include any reimbursmts. due from program funds)		$ -
Subrecipient CDBG Program Liabilities (include any reimbursements due from program funds)		$ -
	Liabilities Total	$ -
Balance (provide an explanation if an unreconciled difference exists)		$ 8,722.80

Explanation (if applicable):

Balance includes amount of funds drawn and returned to the LOC at the end of last program year (PY23/FY24) for administrative costs that exceeded the Admin Cap.

E. Unprogrammed Funds Calculation

Amount of funds available during the reporting period		$ 2,823,709.92
Income expected but not yet realized**		$ -
	Subtotal	$ 2,823,709.92
Less total budgeted amount		$ 2,346,662.75
	Unprogrammed Balance	$ 477,047.17

** This amount should reflect any income considered as a resource in the action plan (and any amendments) for the period covered by this report, as well as that identified in prior action plans/final statements (including any amendments), that was expected to be received by the end of the reporting period but had not yet been received; e.g., program income or Section 108 proceeds not yet received from an approved 108 loan.

Calculations for CDBG PR26

19. PS Expenditures	9. Planning/Admin Expenditures	30. Planning/Admin Unliquidated	8. Total Expenditures	11. Available Balances	E. Budgeted Amount	E1. Unprogrammed Balance (unobligated)	
15,000.00	100,402.34		19,286.14	22,676.93	12,300.37	15,691.16	
18,496.00	201,723.71		-	364,718.41	19,500.00	19,229.76	
3,701.00			472,078.87	434,468.04	1,813.50	250,654.32	
6,900.00			472,027.05	1,091,158.79	139,704.11		
6,450.00					145,075.54		
4,976.00					60,709.00		
18,900.00					371,676.53		
7,000.00					114,270.09		
20,000.00					69,543.63		
33,661.48					417,968.11		
23,600.00					8,591.97		
3,701.00					216,299.00		
3,701.00					158,043.39		
25,000.00					14,977.45		
14,815.00					214,336.87		
12,706.54					166,500.00		
					11,087.09		
					162,799.00		
					41,467.10		
$ 218,608.02	**$ 302,126.05**	**$ -**	**$ 963,392.06**	**$ 1,913,022.17**	**$ 2,346,662.75**	**$ 285,575.24**	E + E1 =
(Line 19)	**(Line 9)**	**(Line 30)**	**(Line 8)**	**(Line 11)**	**(Line E Fin Summ)**	**(Line E Fin Summ)**	2,632,237.99 2,876,414.23

D. Grantee Liabilities	Voucher #	16. Cumulative Expenditures		17. Cumulative Benefitting Low/Mod	(ask DL if all KM exp are subject to low/mod)	13 Total Low/Mod	
		1,229,959.50	2021 line 10	1,229,959.50	2021 line 13	661,266.01	Line 10 Amt
		1,865,792.44	2022 line 10	1,865,792.44	2022 line 13		Sub Low/Mod
		1,063,285.23	2023 line 10	1,063,285.23	2023 line 13	-	Per DL - all
		1,202,258.26	2024 line 10	1,202,258.26	2024 line 13		are low/mod
-		5,361,295.43		5,361,295.43		661,266.01	
(Line D Fin Summ)		(Line 16)		(Line 17)		(Line 13)	

IDIS Reports--

CDBG:

- PR03
- PR23
- PR54

HOME & HOME-ARP

- PR22
- PR23

Section 3 Report

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/0001

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	1995	B95UC480005		$0.00	($37,890.68)
		1996	B96UC480005		$0.00	$37,890.68
		1999	B99UC480005		$0.00	$0.00
		2011	B11UC480005		$0.00	$0.00
Total	**Total**			**$0.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2022
Project: 0002 - Bailey's Prairie Park Improvements
IDIS Activity: 1792 - Bailey's Prairie Park Improvements

Status: Open
Location: 1680 Jimmy Phillips Blvd Angleton, TX 77515-8455

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/27/2022

Description:

the Village of Bailey's Prairie will add a concrete parking lot, which will include 7 regular and 2 handicap spaces, in front of the parkplaygroundpavilion.
The Village will also add 14 light posts, trees, shrubs and drainage.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22UC480005	$4,810.14	$0.00	$4,810.14
Total	**Total**			**$4,810.14**	**$0.00**	**$4,810.14**

Proposed Accomplishments

Public Facilities : 75
Total Population in Service Area: 75
Census Tract Percent Low / Mod: 100.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Activity remains open pending requested technical and grant assistance by the Village to move this activity forward.	
2023	Subrecipient is receiving technical and program management assistance to usher this project along, which will allow the County to reinstate the activity during the next program year, and remove the flag and pending cancellation currently shown for this activity.	
2024	During Program Year 2024, subrecipient received project management support, which includes preparation of engineering bid and selection to design the part improvements. Engineering work completed, with drawdown pending at close of program year. Construction is expected to start and complete during next program year. *Note activity has been flagged due to no draw within one year. Activity was previously cancelled with draws in error, and due to this status no draws are being allowed at this time. However, activity has incurred expenses and draws were ready prior to the 8/31/25 remediation plan. Grantee awaits guidance on how to clear the cancelled status and allow the draws to be made.	

PGM Year: 2022
Project: 0005 - Hastings Street Improvements
IDIS Activity: 1795 - Hastings Street Improvements

Status: Completed 9/30/2025 12:00:00 AM
Location: Greenhouse, Hastings, Choate Road Alvin, TX 77511
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/27/2022

Description:

Reconstruct approximately 3250 linear feet of Greenhouse Road; approximately 3500 linear feet of Hastings Road; and approximately 2800 linear feet of Choate Road in the Hastings Field area of the county.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21UC480005	$200,000.00	$19,286.14	$200,000.00
		2022	B22UC480005	$196,820.00	$0.00	$196,820.00
Total	**Total**			**$396,820.00**	**$19,286.14**	**$396,820.00**

Proposed Accomplishments

People (General) : 540
Total Population in Service Area: 540
Census Tract Percent Low / Mod: 93.52

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Roadway design completed during this program year using non-federal funding. Activity will be bid and construction started in next program year.	
2023	During this program year, project was awarded and began construction. Construction is complete and activity remains open pending final documentation and payment processing.	
2024	During this program year, project completed construction and all funds were drawn.	

PGM Year: 2022
Project: 0006 - Oyster Creek Sewer Improvements
IDIS Activity: 1796 - Oyster Creek Sewer Improvements

Status: Open
Location: Jeffers Road @ Old FM 523 Oyster Creek, TX 77541

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/27/2022

Description:

The City of Oyster Creek will rehab the bar screen and piping that feeds the sewer plant, replace the influent pump at the sewer plant, and replace the control panel at the Hwy 332 and Sorrell lift station.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22UC480005	$2,328.96	$0.00	$2,328.96
Total	**Total**			**$2,328.96**	**$0.00**	**$2,328.96**

Proposed Accomplishments

People (General) : 1,070
Total Population in Service Area: 1,290
Census Tract Percent Low / Mod: 67.44

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	City has been slow to respond and start this project. Activity may be cancelled if progress not made by end of the 2023 calendar year.	
2023	Subrecipient is receiving technical and program management assistance to usher this project along, which will allow the activity to be reinstated during the next program year, and remove the flag and pending cancellation currently shown in IDIS.	
2024	Project remains open. Subrecipient is receiving project management support to prepare bids and move project forward. Project is expected to complete within the next program year.	

PGM Year: 2022
Project: 0007 - Oyster Creek VFD Generator
IDIS Activity: 1797 - Oyster Creek VFD Generator

Status: Open
Location: 3210 Fm 523 Rd Oyster Creek, TX 77541-6613

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Fire Station/Equipment (03O)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/27/2022

Description:

Replace back-up generator at Oyster Creek Volunteer Fire Department Station.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22UC480005	$1,755.50	$0.00	$1,755.50
Total	**Total**			**$1,755.50**	**$0.00**	**$1,755.50**

Proposed Accomplishments

Public Facilities : 1,070
Total Population in Service Area: 1,290
Census Tract Percent Low / Mod: 67.44

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	City has been slow to respond and start this project. Activity may be cancelled if progress not made by end of the 2023 calendar year.	
2023	City is receiving technical assistance and project management support to move this activity to construction which will allow the flag and pending cancellation to be reversed.	
2024	City is continuing to receive project management support to complete project. During this program year, bids were received for installation of new generator at the Volunteer Fire Department.	

PGM Year: 2023
Project: 0001 - Brazos Place ADA Bathroom Modifications
IDIS Activity: 1825 - Brazos Place Bathroom Modifications

Status: Canceled 2/12/2025 4:13:55 PM
Location: 1103 N Avenue H Freeport, TX 77541-4006

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Health Facilities (03P)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/13/2023

Description:

Install new non-slip ADA approved flooring, and new non-slip ADA approved transferroll-in shower shell, new ADA-approved roll-in ramp, and install new ADA-approved shower chair and corner benches in one restroom in Brazos Place, substance abuse treatment facility.
Activity to be cancelled due to loss of leveraged funding to complete the project.
Funds in the amount of $3701 reimbursed, and receipted into IDIS.
Receipt # 5443768

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23UC480005	$3,701.00	$0.00	$3,701.00
Total	**Total**			**$3,701.00**	**$0.00**	**$3,701.00**

Proposed Accomplishments

Public Facilities : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Activity pending start. Currently working with subrecipient to complete the bid documents for the project to complete within the next program year. Environmental completed during this reporting period.	

PGM Year: 2023
Project: 0002 - City of Alvin South Bypass 35 Waterline Replacements
IDIS Activity: 1826 - Alvin South Bypass 35 Waterline Replacement Project

Status: Completed 8/29/2025 12:00:00 AM
Location: 216 W Sealy St Alvin, TX 77511-2341

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/13/2023

Description:

City of Alvin will install approximately 1600 linear feet of new C900 water line along South Bypass 35 to replace a section of schedule 40 PVC water line including valves, hydrants, fittings, service leads, and other materials associated with this section of line and replacement of faulty valves to aid in isolation of adjacent sections of line.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23UC480005	$207,268.88	$198,183.00	$207,268.88
Total	**Total**			**$207,268.88**	**$198,183.00**	**$207,268.88**

Proposed Accomplishments

People (General) : 2,300
Total Population in Service Area: 2,300
Census Tract Percent Low / Mod: 73.26

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Waterline installation experienced delay in starting awaiting TXDOT approval of plans due to the project's proximity to a state highway. DOT approval received in July and bids opened in September 2024. Project expected to complete by December 2024.	
2024	City of Alvin completed the waterline installation during this program year. Project is completed.	

PGM Year: 2023
Project: 0005 - City of West Columbia Waterline Program-Rainbow Subdivision
IDIS Activity: 1828 - West Columbia Waterline Project- Rainbow Subdivision

Status: Completed 8/29/2025 12:00:00 AM
Location: 512 E Brazos Ave West Columbia, TX 77486-2944

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/13/2023

Description:

City of West Columbia will replace approximately 2,000 linear feet of 2" waterline and approximately 2,500 linear feet of 6" asbestosconcreate line with 8" PVC CL 150 and existing leads plus 2-3 additional fire hydrants, and any other items such as valves related to the installation of water lines.
This project includes grading for drainage that has been disturbed due to line replacement.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23UC480005	$180,500.00	$173,493.53	$180,500.00
Total	**Total**			**$180,500.00**	**$173,493.53**	**$180,500.00**

Proposed Accomplishments

People (General) : 8
Total Population in Service Area: 8
Census Tract Percent Low / Mod: 100.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Construction is 100% completed. Project remains open pending final payment processing.	
2024	Project completed during last fiscal year (2023) but remained open pending final payment during this program year. Final payment issued and project is now closed.	

PGM Year: 2023
Project: 0006 - City of Holiday Lakes-- Road Improvements
IDIS Activity: 1829 - Holiday Lakes Street Improvements

Status: Open
Location: RR 8 Box 747 Holiday Lakes, TX 77515-8412

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/13/2023

Description:

Town of Holiday Lakes will improve and pave the current unimproved streets of Igloo Court, Creekside Court, Tennis Court, Dianna Court, Trail Drive, Primrose Path, Juno Drive and Volleyball Court.
Activity includes placing 2,507 linear feet of 3" road base and cover with 2" of asphalt.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23UC480005	$123,500.00	$0.00	$9,229.91
Total	**Total**			**$123,500.00**	**$0.00**	**$9,229.91**

Proposed Accomplishments

People (General) : 19
Total Population in Service Area: 2,090
Census Tract Percent Low / Mod: 67.94

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Environmental review completed during this reporting period. No further activity completed. Grantee will work with subrecipient to ensure progress during next program year.	
2024	Activity remains open pending assignment of project management support. City lacks capacity to fully implement the project. Project management to be assigned in the next program year. *Activity in flagged status due to no draw in more than a year.	

PGM Year: 2023
Project: 0021 - CDBG Administration
IDIS Activity: 1846 - CDBG General Administration

Status: Completed 9/30/2025 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/13/2023

Description:

General program administration for the CDBG program.
Note: Draws for this activity have been reduced by $8722.80 for the amount of admin expenses drawn in PY2023 to remain in compliance with 20% Administrative Cap.
Receipt number for return of funds: 5443766.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23UC480005	$254,000.00	$100,402.34	$254,000.00
Total	**Total**			**$254,000.00**	**$100,402.34**	**$254,000.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2023
Project: 0003 - City of Sweeny Pecan Street Water Main Replacement
IDIS Activity: 1849 - Pecan Street Water Main Replacement

Status: Open
Location: 102 W. Ashley Wilson Road Sweeny, TX 77480
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/25/2024

Description:

City of Sweeny will replace approximately 1500 linear feet of existing waterline along Pecan Street, between 5th and 1st streets.
Additionally, new fire hydrants will be added to improve fire protection in this area.
Activity was unable to completed.
City has returned funds and County has receipted returned funds under Receipt #5452721

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21UC480005	$6,985.77	$0.00	$6,985.77
Total	**Total**			**$6,985.77**	**$0.00**	**$6,985.77**

Proposed Accomplishments

People (General) : 36
Total Population in Service Area: 735
Census Tract Percent Low / Mod: 53.70

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Water improvement project completed environmental review during this program year. Currently the project is on hold pending cancellation and reimbursement of funds; pending the City of Sweeny's decision to continue and identify required leveraged funding to complete the project.	
2024	Activity cancelled and the city returned all funds expended. Returned funds receipted into IDIS during this program year.	

PGM Year: 2024
Project: 0001 - Angleton- Gifford Road Sewer Improvements
IDIS Activity: 1852 - Angleton- Gifford Road Sewer Improvements

Status: Open
Location: 121 South Velasco Angleton, TX 77515

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/21/2025

Description:

City of Angleton will rehabilitate approximately 5,100 linear feet of existing 8"vitrified clay pipe collection system with 8.625" O.D.
HDPE sanitary sewer connections.
This project will address inflow and infiltration into the city's collection system as identified in a a completed I & I study.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$220,000.00	$3,701.00	$3,701.00
Total	**Total**			**$220,000.00**	**$3,701.00**	**$3,701.00**

Proposed Accomplishments

People (General) : 18,875
Total Population in Service Area: 1,305
Census Tract Percent Low / Mod: 60.54

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2024
Project: 0002 - Freeport Water System Improvements
IDIS Activity: 1862 - Freeport Water System Valve Installation

Status: Open
Location: 1201 N Avenue H Freeport, TX 77541-3967

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/04/2024

Description:

City of Freeport will improve water system resiliency by installing two (2) 12" valves and nineteen (19) 8" valves at multiple locations throughout the city's water system using Insta-valves.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$220,000.00	$5,663.13	$5,663.13
Total	**Total**			**$220,000.00**	**$5,663.13**	**$5,663.13**

Proposed Accomplishments

People (General) : 5,130
Total Population in Service Area: 5,780
Census Tract Percent Low / Mod: 81.66

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Environmental review completed during this program year. City of Freeport bid the project and is awaiting award, pre-construction and construction start. Activity will completed during next program year.	

PGM Year: 2024
Project: 0003 - Brazoria Waterline Improvements
IDIS Activity: 1863 - Brazoria Waterline Improvements

Status: Open
Location: 201 S Main St Brazoria, TX 77422-8701

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

The City of Brazoria will improve fire protection by replacing approximately 2,500 feet of 2Ã¿Â¿Ã¿Â¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â• cast ironwater line with 6Ã¿Â¿Ã¿Â¿Â¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â• PVC waterline, service lines, and three (3) fire hydrants for increased flow and fireprotection in the northeast quadrant of the city.
Improvements will be along W.
Velasco, Mario andChestnut Streets.
Project will serve 25 householdsresidents located in this section of the city.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$166,500.00	$8,456.61	$8,456.61
Total	**Total**			**$166,500.00**	**$8,456.61**	**$8,456.61**

Proposed Accomplishments

People (General) : 83
Total Population in Service Area: 91
Census Tract Percent Low / Mod: 90.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Environmental review complete during this program year. Project is under construction will complete during the next program year.	

PGM Year: 2024
Project: 0004 - Richwood Water Main Replacement
IDIS Activity: 1864 - Richwood Water Main Replacement

Status: Open
Location: 1800 Brazosport Blvd N Richwood, TX 77531-2808

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

The City of Richwood will install approximately 1430 feet of C-900 PVC water main while leavingcurrently used asbestos concrete water main buried.
Improvements will occur between 109 Cedarand 191 Cedar St.
Replacement of water main will also include new CTS poly service lines that employbrass fittings (corporation stops and curb stops) that comply with current standards regarding leadcontent.
One additional fire hydrant will be installed as a part of this project.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$166,500.00	$3,701.00	$3,701.00
Total	**Total**			**$166,500.00**	**$3,701.00**	**$3,701.00**

Proposed Accomplishments

People (General) : 36
Total Population in Service Area: 39
Census Tract Percent Low / Mod: 61.50

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Environmental review completed during this program year. Project has been bid and awaiting award and construction to start. Project will complete during next program year.	

PGM Year: 2024
Project: 0007 - Alvin Park Improvements
IDIS Activity: 1865 - Alvin Morgan Park Improvements

Status: Open
Location: 216 W Sealy St Alvin, TX 77511-2341

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

The City of Alvin will complete improvements to Morgan Park by adding four (4) foul poles betweento two baseball fields, and approximately 1800 linear feet of yellow poly fence topper on the cyclonefence surrounding each field.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$12,750.00	$4,158.03	$4,158.03
Total	**Total**			**$12,750.00**	**$4,158.03**	**$4,158.03**

Proposed Accomplishments

Public Facilities : 5,430
Total Population in Service Area: 5,430
Census Tract Percent Low / Mod: 52.39

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Environmental review completed during this program year. City has bid the project and construction has been completed. Activity is pending final draw in IDIS.	

PGM Year: 2024
Project: 0005 - Manvel Water Drainage Improvements
IDIS Activity: 1866 - Manvel Drainage Improvements

Status: Open
Location: 20031 Highway 6 Manvel, TX 77578-3801

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

City of Manvel will install 96 linear feet of equalizer pipes (storm culverts- 18 inch) under Mississippi Road.
Laying 30 tons of asphalt and using 72 tons of stabilized sand to improve drainage and mitigate flooding on Mississippi Road.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$20,993.00	$20,993.00	$20,993.00
Total	**Total**			**$20,993.00**	**$20,993.00**	**$20,993.00**

Proposed Accomplishments

People (General) : 1,365
Total Population in Service Area: 1,365
Census Tract Percent Low / Mod: 52.38

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Environmental review completed during this program year. City completed drainage improvements at Mississippi Road, and activity is pending final draw.	

PGM Year: 2024
Project: 0009 - ActionS Homebound Meals
IDIS Activity: 1867 - ActionS Homebound Meals

Status: Open
Location: 1524 E Mulberry St Ste 135 Suite 135 Angleton, TX 77515-3960
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

ActionS will provide homebound meals to the homebound elderly within Brazoria County

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$15,000.00	$15,000.00	$15,000.00
Total	**Total**			**$15,000.00**	**$15,000.00**	**$15,000.00**

Proposed Accomplishments

People (General) : 70

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	113	21
Black/African American:	0	0	0	0	0	0	34	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**149**	**21**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	149
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	149
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project complete. Program provided assistance with meals to the elderly in Brazoria County.	

PGM Year: 2024
Project: 0010 - ActionS Transportation
IDIS Activity: 1868 - ActionS Transportation

Status: Open
Location: 1524 E Mulberry St Ste 135 Angleton, TX 77515-3960

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

ActionS will provide transportation services to seniors within Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$18,500.00	$18,496.00	$18,496.00
Total	**Total**			**$18,500.00**	**$18,496.00**	**$18,496.00**

Proposed Accomplishments

People (General) : 65

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	89	17
Black/African American:	0	0	0	0	0	0	15	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**106**	**17**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	106
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	106
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program provided transportation services to the elderly in Brazoria County.	

PGM Year: 2024
Project: 0011 - Boys & Girls Club Prevention Program
IDIS Activity: 1869 - Boys & Girls Club Prevention Program - Pct. 1

Status: Completed 9/30/2025 12:00:00 AM
Location: 4005 Technology Rd Ste 2130 Suite 2130 Angleton, TX 77515-2603

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Boys & Girls Club will implement a comprehensive prevention program at various sites addressingpositive outcomes in academic success, good character and citizenship, and healthy lifestyles amongat-risk youth in Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$3,701.00	$3,701.00	$3,701.00
Total	**Total**			**$3,701.00**	**$3,701.00**	**$3,701.00**

Proposed Accomplishments

People (General) : 12

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	17	8
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**8**
Female-headed Households:	0		0		0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low	0	0	0	20
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	20
Percent Low/Mod				100.0%

Annual Accomplishments

Years	**Accomplishment Narrative**	**# Benefitting**
2024	Project complete. Program provide afterschool and summer programming addressing positive outcomes in academic success, good character development, citizenship and healthy lifestyles among at-risk youth in Brazoria County.	

PGM Year: 2024
Project: 0011 - Boys & Girls Club Prevention Program
IDIS Activity: 1870 - Boys & Girls Club Prevention Program - Pct. 2

Status: Completed 9/30/2025 12:00:00 AM
Location: 4005 Technology Rd Ste 2130 Angleton, TX 77515-2603

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Boys & Girls Club will implement a comprehensive prevention program at various sites addressingpositive outcomes in academic success, good character and citizenship, and healthy lifestyles amongat-risk youth in Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$6,900.00	$6,900.00	$6,900.00
Total	**Total**			**$6,900.00**	**$6,900.00**	**$6,900.00**

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	16	5
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**5**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	22
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	22
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program provided afterschool and summer programming at various campuses, addressing positive outcomes in academic success, good character development, citizenship and healthy lifestyles among at risk you in Brazoria County.	

PGM Year: 2024
Project: 0011 - Boys & Girls Club Prevention Program
IDIS Activity: 1871 - Boys & Girls Club Prevention Program - Pct. 3

Status: Completed 9/30/2025 12:00:00 AM
Location: 4005 Technology Rd Ste 2130 Angleton, TX 77515-2603

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Boys & Girls Club will implement a comprehensive prevention program at various sites addressingpositive outcomes in academic success, good character and citizenship, and healthy lifestyles amongat-risk youth in Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$6,450.00	$6,450.00	$6,450.00
Total	**Total**			**$6,450.00**	**$6,450.00**	**$6,450.00**

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	1
Black/African American:	0	0	0	0	0	0	10	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**15**	**1**
Female-headed Households:	0		0		0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low	0	0	0	9
Low Mod	0	0	0	4
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	15
Percent Low/Mod				100.0%

Annual Accomplishments

Years	**Accomplishment Narrative**	**# Benefitting**
2024	Project completed. Program provided afterschool and summer programming at various campuses addressing positive outcomes in academic success, good character development, citizenship and health lifestyles among at-risk youth in Brazoria County.	

PGM Year: 2024
Project: 0011 - Boys & Girls Club Prevention Program
IDIS Activity: 1872 - Boys & Girls Club Prevention Program - Pct. 4

Status: Completed 9/30/2025 12:00:00 AM
Location: 4005 Technology Rd Ste 2130 Angleton, TX 77515-2603

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/21/2025

Description:

Boys & Girls Club will implement a comprehensive prevention program at various sites addressingpositive outcomes in academic success, good character and citizenship, and healthy lifestyles amongat-risk youth in Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$4,976.00	$4,976.00	$4,976.00
Total	**Total**			**$4,976.00**	**$4,976.00**	**$4,976.00**

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	21	8
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	4	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**27**	**8**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	21
Low Mod	0	0	0	6
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	27
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program provided afterschool and summer programming at various locations addressing positive outcomes in academic success, good character development, citizenship, and healthy lifestyles among at-risk youth in Brazoria County.	

PGM Year: 2024
Project: 0012 - Brazosport Cares Food Program
IDIS Activity: 1873 - Brazosport Cares Food Pantry

Status: Completed 9/30/2025 12:00:00 AM
Location: 916 N Gulf Blvd Freeport, TX 77541-3908

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Food Banks (05W)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Brazosport Cares will provide food and staple goods through their Food Pantries in Freeport andSweeny to assist lowmod people in Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$18,900.00	$18,900.00	$18,900.00
Total	**Total**			**$18,900.00**	**$18,900.00**	**$18,900.00**

Proposed Accomplishments

People (General) : 200

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	154	50
Black/African American:	0	0	0	0	0	0	28	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	12	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**195**	**50**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	103
Low Mod	0	0	0	73
Moderate	0	0	0	11
Non Low Moderate	0	0	0	8
Total	0	0	0	195
Percent Low/Mod				95.9%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program supported the nutrition needs of Brazoria County residents through operation of a food pantries in Freeport and Sweeny, Texas.	

PGM Year: 2024
Project: 0013 - Brazosport College Continuing Education Program
IDIS Activity: 1874 - Brazosport College Continuing Education Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 500 College Dr Lake Jackson, TX 77566-3136

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Employment Training (05H)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Brazosport College will provide tuitionfees to lowmod income eligible residents of Brazoria Countyenrolling in established short-term job skills training programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$7,000.00	$7,000.00	$7,000.00
Total	**Total**			**$7,000.00**	**$7,000.00**	**$7,000.00**

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	4	1
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**7**	**1**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	2
Low Mod	0	0	0	3
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	7
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program funded the tuition costs for LMI students to obtain certification and training to improve and increase job opportunities and skills that may increase income.	

PGM Year: 2024
Project: 0014 - Counseling Connections for Change
IDIS Activity: 1875 - Counseling Connections for Change

Status: Completed 9/30/2025 12:00:00 AM
Location: 2549 Roy Rd Pearland, TX 77581-8604

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Counseling Connections will provide counseling services for mental health and trauma victims.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$20,000.00	$20,000.00	$20,000.00
Total	**Total**			**$20,000.00**	**$20,000.00**	**$20,000.00**

Proposed Accomplishments

People (General) : 22

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	20	3
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**3**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	24
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program supported the mental health needs of Brazoria County residents by funding counseling services to low and moderate-income persons.	

PGM Year: 2024
Project: 0015 - Gathering Place Alzheimer Program
IDIS Activity: 1876 - Gathering Place Alzheimer's Program

Status: Open
Location: 200 E Mulberry St Angleton, TX 77515-4761

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

The Gathering Place will use funds to provide for salaries, as well as food for their gatherings, whichprovide respite care, motivational and therapeutic assistance to their clients.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$13,600.00	$12,706.54	$12,706.54
Total	**Total**			**$13,600.00**	**$12,706.54**	**$12,706.54**

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	46	6
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**47**	**6**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	47
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	47
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project complete. Program provided services including meals for gatherings which provide respite care and therapeutic and motivational assistance to clients and their families that reside in Brazoria County.	

PGM Year: 2024
Project: 0016 - Junior Achievement
IDIS Activity: 1877 - Junior Achievement- Pct. 1

Status: Completed 9/30/2025 12:00:00 AM
Location: 225 Parking Way St Lake Jackson, TX 77566-5226

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Junior Achievement will provide a 5 to 8 week program to instill leadership qualities in the lowmodincome youths throughout Brazoria County by providing training on basic money management,career investigation, and benefits of staying in school.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$3,701.00	$3,701.00	$3,701.00
Total	**Total**			**$3,701.00**	**$3,701.00**	**$3,701.00**

Proposed Accomplishments

People (General) : 150

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	635	378
Black/African American:	0	0	0	0	0	0	129	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	76	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:		**0**	**0**	**0**	**0**	**0**	**0**	**840**	**378**
Female-headed Households:		0		0		0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low	0	0	0	494
Low Mod	0	0	0	7
Moderate	0	0	0	339
Non Low Moderate	0	0	0	0
Total	0	0	0	840
Percent Low/Mod				100.0%

Annual Accomplishments

Years	**Accomplishment Narrative**	**# Benefitting**
2024	Project complete. Program provided 5 to 8 week program to instill leadership qualities in low/mod income youth throughout Brazoria County through training in basic money management, career investigation and benefit of staying in school.	

PGM Year: 2024
Project: 0016 - Junior Achievement
IDIS Activity: 1878 - Junior Achievement Pct. 4

Status: Completed 9/30/2025 12:00:00 AM
Location: 225 Parking Way St Lake Jackson, TX 77566-5226

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Junior Achievement will provide a 5 to 8 week program to instill leadership qualities in the lowmodincome youths throughout Brazoria County by providing training on basic money management,career investigation, and benefits of staying in school.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$3,701.00	$3,701.00	$3,701.00
Total	**Total**			**$3,701.00**	**$3,701.00**	**$3,701.00**

Proposed Accomplishments

People (General) : 150

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	123	36
Black/African American:	0	0	0	0	0	0	29	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**154**	**36**
Female-headed Households:	0		0		0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low	0	0	0	0
Low Mod	0	0	0	89
Moderate	0	0	0	0
Non Low Moderate	0	0	0	65
Total	0	0	0	154
Percent Low/Mod				57.8%

Annual Accomplishments

Years	**Accomplishment Narrative**	**# Benefitting**
2024	Project complete. Program provided 5 to 8 week program to instill leadership qualities in the low/mod income youth in Brazoria County through training in money management, career investigation and benefit of staying in school.	

PGM Year: 2024
Project: 0017 - Dream Center
IDIS Activity: 1879 - Dream Center School Supplies Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 796 Brazosport Blvd S Clute, TX 77531-5712

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

The Dream Center will provide back to school supplies, personal care kits and food to assist lowmodyouths in Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$33,661.48	$33,661.48	$33,661.48
Total	**Total**			**$33,661.48**	**$33,661.48**	**$33,661.48**

Proposed Accomplishments

People (General) : 350

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	639	347
Black/African American:	0	0	0	0	0	0	162	0
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	5	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**811**	**347**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	602
Low Mod	0	0	0	82
Moderate	0	0	0	5
Non Low Moderate	0	0	0	122
Total	0	0	0	811
Percent Low/Mod				85.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project completed. Program supported the provision of back to school supplies and services to low- and moderate-income families in Brazoria County through an annual Back to School Bash.	

PGM Year: 2024
Project: 0018 - Refuge for Women
IDIS Activity: 1880 - Refuge for Women

Status: Completed 9/30/2025 12:00:00 AM
Location: 117 Highway 332 W Lake Jackson, TX 77566-4023

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Refuge for Women will use funds for shift
leaders salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.

Financing

	Fund Type	Grant Year		Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$25,000.00	$25,000.00	$25,000.00
Total	**Total**			**$25,000.00**	**$25,000.00**	**$25,000.00**

Proposed Accomplishments

People (General) : 14

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	1
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**7**	**1**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	7
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project complete. Program provided safe housing and services to persons fleeing sex trafficking and exploitation.	

PGM Year: 2024
Project: 0019 - Salvation Army Subsistence Program
IDIS Activity: 1881 - Salvation Army Subsistence Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 1618 N Avenue J Freeport, TX 77541-3918

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Salvation Army will provide emergency subsistence in the form of rent and utility assistance tolowmod residents of Brazoria County.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$14,815.00	$14,815.00	$14,815.00
Total	**Total**			**$14,815.00**	**$14,815.00**	**$14,815.00**

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	30	18
Black/African American:	0	0	0	0	0	0	22	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**53**	**18**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	43
Low Mod	0	0	0	0
Moderate	0	0	0	10
Non Low Moderate	0	0	0	0
Total	0	0	0	53
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Salvation Army assisted 53 persons with rent and utilities during this program year. Activity is complete.	

PGM Year: 2024
Project: 0020 - Gulf Coast CASA
IDIS Activity: 1882 - Gulf Coast CASA Advocacy Services

Status: Completed 9/30/2025 12:00:00 AM
Location: 4005 Technology Rd Ste 1020 Angleton, TX 77515-2557

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Abused and Neglected Children (05N)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Gulf Coast Casa will use funds for personnel salaries, who will provide advocacy to children in theDFPS system.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$23,600.00	$23,600.00	$23,600.00
Total	**Total**			**$23,600.00**	**$23,600.00**	**$23,600.00**

Proposed Accomplishments

People (General) : 66

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	25	7
Black/African American:	0	0	0	0	0	0	22	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	19	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**66**	**7**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	66
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	66
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Project complete. Program supported volunteer services and advocacy for children involved with trauma and child abuse in the child welfare system.	

PGM Year: 2024
Project: 0022 - CDBG Administration
IDIS Activity: 1883 - 2024 CDBG Administration

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/09/2024

Description:

Funds will be used to pay for the administrative costs associated with the general management,oversight and coordination of the CDBG Program, including any direct staff and consulting services.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$201,724.06	$201,723.71	$201,723.71
Total	**Total**			**$201,724.06**	**$201,723.71**	**$201,723.71**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2024
Project: 0008 - Brazos Place Sober Living Transitional Facility Rehabilitation
IDIS Activity: 1885 - Brazos Place Transitional Living Facility

Status: Open
Location: 504 Brazosport Blvd S Clute, TX 77531-4834

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/21/2025

Description:

Adapt Foundation will install security system and upgrade improve heating and cooling system for a 5500 SF 32 bed transitional housing facility to provide sober living while persons receive substance abuse disorder treatment

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24UC480005	$20,000.00	$5,022.55	$5,022.55
Total	**Total**			**$20,000.00**	**$5,022.55**	**$5,022.55**

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Environmental review completed during this program year. Subrecipient has received bids, and is in the process of awarding and contracting for construction services. All work to be completed in next program year.	

Total Funded Amount:	**$2,429,642.79**
Total Drawn Thru Program Year:	**$1,539,427.21**
Total Drawn In Program Year:	**$963,392.06**

BRAZORIA COUNTY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	2	$4,158.03	0	$0.00	2	$4,158.03
	Water/Sewer Improvements (03J)	7	$42,514.74	2	$371,676.53	9	$414,191.27
	Street Improvements (03K)	1	$0.00	1	$19,286.14	2	$19,286.14
	Fire Station/Equipment (03O)	1	$0.00	0	$0.00	1	$0.00
	Other Public Improvements Not Listed in 03A-03S (03Z)	1	$5,022.55	0	$0.00	1	$5,022.55
	Total Public Facilities and Improvements	**12**	**$51,695.32**	**3**	**$390,962.67**	**15**	**$442,657.99**
Public Services	Senior Services (05A)	2	$33,496.00	0	$0.00	2	$33,496.00
	Youth Services (05D)	0	$0.00	3	$41,063.48	3	$41,063.48
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	0	$0.00	1	$25,000.00	1	$25,000.00
	Employment Training (05H)	0	$0.00	1	$7,000.00	1	$7,000.00
	Child Care Services (05L)	0	$0.00	4	$22,027.00	4	$22,027.00
	Abused and Neglected Children (05N)	0	$0.00	1	$23,600.00	1	$23,600.00
	Mental Health Services (05O)	1	$12,706.54	1	$20,000.00	2	$32,706.54
	Subsistence Payment (05Q)	0	$0.00	1	$14,815.00	1	$14,815.00
	Food Banks (05W)	0	$0.00	1	$18,900.00	1	$18,900.00
	Total Public Services	**3**	**$46,202.54**	**13**	**$172,405.48**	**16**	**$218,608.02**
General Administration and Planning	General Program Administration (21A)	2	$201,723.71	1	$100,402.34	3	$302,126.05
	Total General Administration and Planning	**2**	**$201,723.71**	**1**	**$100,402.34**	**3**	**$302,126.05**
Grand Total		**17**	**$299,621.57**	**17**	**$663,770.49**	**34**	**$963,392.06**

BRAZORIA COUNTY

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	Public Facilities	5,505	0	5,505
	Water/Sewer Improvements (03J)	Persons	9,300	2,308	11,608
	Street Improvements (03K)	Persons	2,090	540	2,630
	Fire Station/Equipment (03O)	Public Facilities	1,290	0	1,290
	Health Facilities (03P)	Public Facilities	0	0	0
	Other Public Improvements Not Listed in 03A-03S (03Z)	Persons	0	0	0
	Total Public Facilities and Improvements		**18,185**	**2,848**	**21,033**
Public Services	Senior Services (05A)	Persons	255	0	255
	Youth Services (05D)	Persons	0	1,805	1,805
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	Persons	0	7	7
	Employment Training (05H)	Persons	0	7	7
	Child Care Services (05L)	Persons	0	84	84
	Abused and Neglected Children (05N)	Persons	0	66	66
	Mental Health Services (05O)	Persons	47	24	71
	Subsistence Payment (05Q)	Persons	0	53	53
	Food Banks (05W)	Persons	0	195	195
	Total Public Services		**302**	**2,241**	**2,543**
Grand Total			**18,487**	**5,089**	**23,576**

BRAZORIA COUNTY

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Non Housing	White	1,940	907	0	0
	Black/African American	465	0	0	0
	Asian	7	0	0	0
	American Indian/Alaskan Native	5	0	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	1	0	0	0
	Other multi-racial	125	0	0	0
	Total Non Housing	**2,543**	**907**	**0**	**0**
Grand Total	White	1,940	907	0	0
	Black/African American	465	0	0	0
	Asian	7	0	0	0
	American Indian/Alaskan Native	5	0	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	1	0	0	0
	Other multi-racial	125	0	0	0
	Total Grand Total	**2,543**	**907**	**0**	**0**

BRAZORIA COUNTY

CDBG Beneficiaries by Income Category (Click here to view activities)

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	1,389
	Low (>30% and <=50%)	0	0	590
	Mod (>50% and <=80%)	0	0	369
	Total Low-Mod	0	0	2,348
	Non Low-Mod (>80%)	0	0	195
	Total Beneficiaries	0	0	2,543

CDBG Community Development Block Grant Performance Profile

PR54 - BRAZORIA COUNTY,TX

Program Year From 10-01-2024 To 09-30-2025

Program Year 2024 Funds

2024 CDBG Allocation	$1,510,632.00
Program Income Receipted During Program Year 2024	$0.00
Funds Returned to Local Program Account During Program Year 2024	$19,409.57
Total Available[1]	**$1,530,041.57**

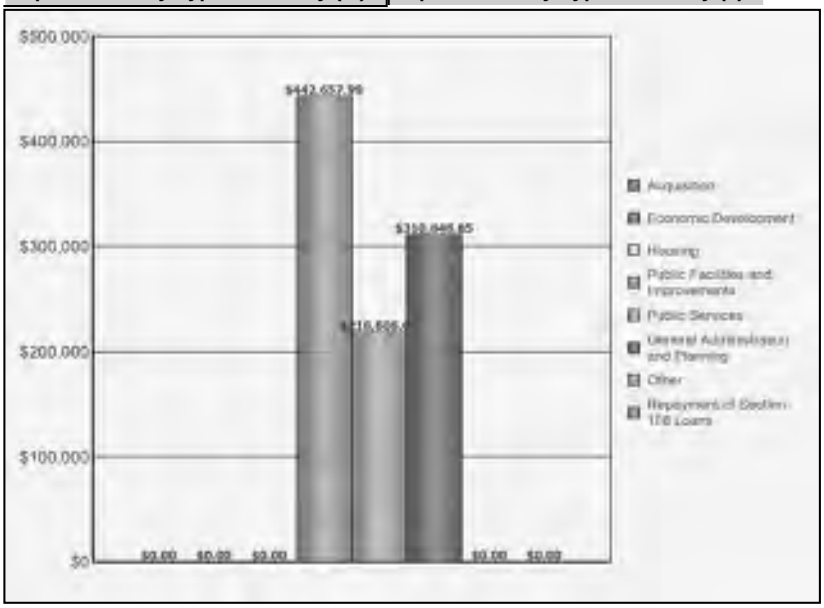
Expenditures[2]

Type of Activity	Expenditure	Percentage
Acquisition	$0.00	0.00%
Economic Development	$0.00	0.00%
Housing	$0.00	0.00%
Public Facilities and Improvements	$442,657.99	45.54%
Public Services	$218,608.02	22.49%
General Administration and Planning	$310,848.85	31.98%
Other	$0.00	0.00%
Repayment of Section 108 Loans	$0.00	0.00%
Total	**$972,114.86**	**100.00%**

Timeliness

Timeliness Ratio - unexpended funds as percent of 2024 allocation	1.47

Expenditures by Type of Activity (%) | **Expenditures by Type of Activity ($)**



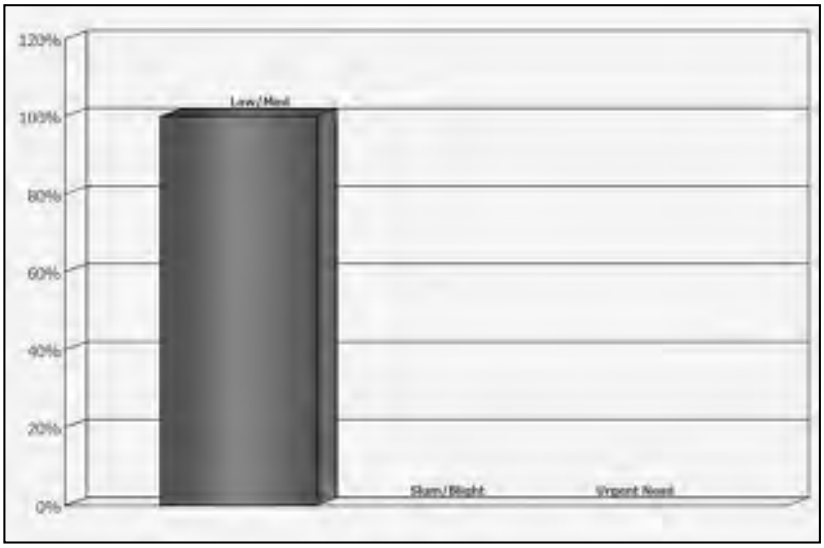
CDBG Community Development Block Grant Performance Profile

PR54 - BRAZORIA COUNTY,TX

Program Year From 10-01-2024 To 09-30-2025

Program Targeting

1 -Percentage of Expenditures Assisting Low- and Moderate-Income Persons and Households Either Directly or On an Area Basis[3]	100.00%
2 -Percentage of Expenditures That Benefit Low/Mod Income Areas	66.18%
3 -Percentage of Expenditures That Aid in The Prevention or Elimination of Slum or Blight	0.00%
4 -Percentage of Expenditures Addressing Urgent Needs	0.00%
5 -Funds Expended in Neighborhood (Community For State) Revitalization Strategy Areas and by Community Development Financial Institution.	$0.00
6 -Percentage of Funds Expended in Neighborhood (Community For State) Revitalization Strategy Areas and by Community Development Financial Institution	0.00%

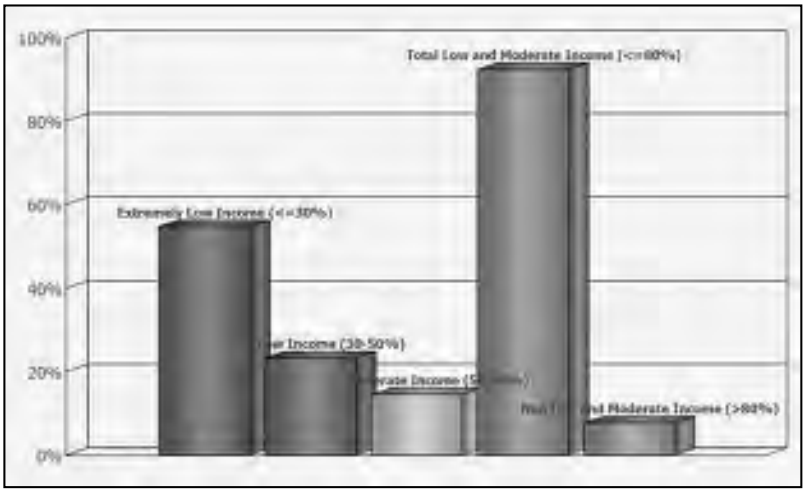


CDBG Beneficiaries by Racial/Ethnic Category[4]

Race	Total	Hispanic
White	76.29%	100.00%
Black/African American	18.29%	0.00%
Asian	0.28%	0.00%
American Indian/Alaskan Native	0.20%	0.00%
Native Hawaiian/Other Pacific Islander	0.00%	0.00%
American Indian/Alaskan Native & White	0.00%	0.00%
Asian & White	0.00%	0.00%
Black/African American & White	0.00%	0.00%
Amer. Indian/Alaskan Native & Black/African Amer.	0.04%	0.00%
Other multi-racial	4.92%	0.00%
Asian/Pacific Islander (valid until 03-31-04)	0.00%	0.00%
Hispanic (valid until 03-31-04)	0.00%	0.00%

Income of CDBG Beneficiaries

Income Level	Percentage
Extremely Low Income (<=30%)	54.62%
Low Income (30-50%)	23.20%
Moderate Income (50-80%)	14.51%
Total Low and Moderate Income (<=80%)	92.33%
Non Low and Moderate Income (>80%)	7.67%



Program Year 2024 Accomplishments

Accomplishment	Number
Actual Jobs Created or Retained	0
Households Receiving Housing Assistance	0
Persons Assisted Directly, Primarily By Public Services and Public Facilities	2,543
Persons for Whom Services and Facilities were Available	2,848 [5]
Units Rehabilitated-Single Units	0
Units Rehabilitated-Multi Unit Housing	0

Funds Leveraged for Activities Completed: $5,965,221.66

Notes

1 Also, additional funds may have been available from prior years.

2 The return of grant funds is not reflected in these expenditures.

3 Derived by dividing annual expenditures for low-and moderate-income activities by the total expenditures for all activities (excluding planning and administration, except when State planning activities have a national objective) during the program year.

4 For entitlement communities, these data are only for those activities that directly benefit low- and moderate-income persons or households. They do not include data for activities that provide assistance to low- and moderate-income persons on an area basis, activities that aid in the prevention and elimination of slums and blight, and activities that address urgent needs. For states, these data are reported for all activities that benefit low- and moderate-income persons or households, aid in the prevention and elimination of slums and blight, and address urgent needs.

5 This number represents the total number of persons/households for whom services/facilities were available for [in many cases] multiple area benefit activities as reported by grantees. A service or facility meeting the national objective of benefiting low- and moderate-income persons on an area basis is available to all residents of the area served by the activity. If one or more activities had the same or overlapping service areas, the number of persons served by each activity was used to calculate the total number served; e.g., if two activities providing different services had the same service area, the number of persons in the service area would be counted twice; once for each activity.

Program Year: 2024
Start Date 01-Oct-2024 - End Date 30-Sep-2025

BRAZORIA COUNTY

Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
Existing Homeowners			
	$369,149.18	2	2
Total, Homebuyers and Homeowners			
	$369,149.18	2	2
Grand Total			
	$369,149.18	**2**	**2**

Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed			
	0% - 30%	51% - 60%	Total 0% - 60%	Total 0% - 80%
Existing Homeowners	1	1	2	2
Total, Homebuyers and Homeowners	1	1	2	2
Grand Total	**1**	**1**	**2**	**2**

Home Unit Reported As Vacant

Activity Type	Reported as Vacant
Existing Homeowners	0
Total, Homebuyers and Homeowners	0
Grand Total	**0**

Program Year: 2024

Start Date 01-Oct-2024 - End Date 30-Sep-2025

BRAZORIA COUNTY

Home Unit Completions by Racial / Ethnic Category

	Existing Homeowners	
	Units Completed	Units Completed - Hispanics
White	2	2
Total	**2**	**2**

	Total, Homebuyers and Homeowners		Grand Total	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	2	2	**2**	**2**
Total	**2**	**2**	**2**	**2**

Note:
WAED - Written Agreement Execution Date
IFD - Initial Funding Date

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Units	Home Units	Total HH Assisted	Commitment Date	Commitment Date Type	Committed Amount	Drawn Amount	PCT
Homeowner Rehab	REHABILITATION	1820	504 W Peach St , Angleton TX, 77515	Completed	12/26/24	1	1	N/A	11/28/22	WAED	$146,705.58	$146,705.58	100.00%
Homeowner Rehab	REHABILITATION	1824	1219 W 4th St , Freeport TX, 77541	Completed	12/26/24	1	1	N/A	09/28/23	WAED	$222,443.60	$222,443.60	100.00%
Homeowner Rehab	REHABILITATION	1850	709 Marshall Rd , Angleton TX, 77515	Final Draw	06/27/25	0	0	N/A	02/13/24	WAED	$160,000.00	$160,000.00	100.00%
Homeowner Rehab	REHABILITATION	1851	3374 County Road 353 , Brazoria TX, 77422	Open	06/27/25	0	0	N/A	09/10/24	WAED	$168,885.90	$166,748.99	98.73%
AD/CO/CC	AD/CO/CC	1847	, ,	Completed	12/26/24	0	0	0	12/13/23	IFD	$55,996.90	$55,996.90	100.00%
AD/CO/CC	AD/CO/CC	1884	, ,	Final Draw	06/27/25	0	0	0	12/09/24	IFD	$44,476.25	$44,476.25	100.00%

SUMMARY

Program Year: 2024

HOME-ARP Disbursements, Units Completed, and Households Assisted

Activity Type	Disbursed Amount	Units Completed	Units Occupied	Units Receiving Rental Operating	HH Assisted
Non-Congregate Shelter	$0.00	0	N/A	N/A	N/A
Rental	$0.00	0	0	N/A	N/A
Rental Operating	$0.00	N/A	N/A	0	N/A
Supportive Services	$62,819.70	N/A	N/A	N/A	296
Tenant-Based Rental Assistance (TBRA)	$0.00	N/A	N/A	N/A	0
Total	**$62,819.70**	**0**	**0**	**0**	**296**

HOME-ARP Unit Completions and Households Assisted by Qualifying Population and Percent of Area Median Income

Activity Type	Homeless	At-risk of Homeless	Other QP	Low Income HH	0% - 30%	31% - 50%	51% - 60%	61% - 80%	Total 0% - 80%
NCS Converted to AH	0	0	0	0	0	0	0	0	0
Rental	0	0	0	0	0	0	0	0	0
Tenant-Based Rental Assistance (TBRA)	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

HOME-ARP Unit Reported As Vacant

Activity Type	Total	Reported as Vacant	Percentage
Non-Congregate Shelter	N/A	0	N/A
Rental	0	0	

HOME-ARP Veteran Status

Activity Type	Veteran Homeless	Veteran At-risk of Homeless	Veteran Other QP	Veteran Low Income
NCS Converted to AH	0	0	0	0
Rental	0	0	0	0
Tenant-Based Rental Assistance (TBRA)	0	0	0	N/A
Total	**0**	**0**	**0**	**0**

HOME-ARP Homeless Status

Activity Type	Total Homeless	Veteran Homeless	Total Non Homeless	Veteran Non Homeless
Supportive Services	35	0	235	0
Total	**35**	**0**	**235**	**0**

HOME-ARP Unit Completions and Households Assisted by Racial / Ethnic Category

	Rental				NCS Converted to AH			
	Total Units	Percentage	Hispanic	Percentage	Total Units	Percentage	Hispanic	Percentage
White	0		0		0		0	
Black/African American	0		0		0		0	
Asian	0		0		0		0	
American Indian/Alaskan Native	0		0		0		0	
Native Hawaiian/Other Pacific Islander	0		0		0		0	
American Indian/Alaskan Native & White	0		0		0		0	
Asian & White	0		0		0		0	
Black/African American & White	0		0		0		0	
Amer. Indian/Alaskan Native & Black/African Amer.	0		0		0		0	
Other multi-racial	0		0		0		0	
Total	**0**		**0**		**0**		**0**	

	Tenant-Based Rental Assistance (TBRA)			
	Total HH	Percentage	Hispanic	Percentage
White	0		0	
Black/African American	0		0	
Asian	0		0	
American Indian/Alaskan Native	0		0	
Native Hawaiian/Other Pacific Islander	0		0	
American Indian/Alaskan Native & White	0		0	
Asian & White	0		0	

	Tenant-Based Rental Assistance (TBRA)			
	Total HH	Percentage	Hispanic	Percentage
Black/African American & White	0		0	
Amer. Indian/Alaskan Native & Black/African Amer.	0		0	
Other multi-racial	0		0	
Total	**0**		**0**	

	Supportive Services	
	Total HH	Percentage
White	44	51.76%
Black/African American	21	24.71%
Asian	0	0.00%
American Indian/Alaskan Native	0	0.00%
Native Hawaiian/Other Pacific Islander	1	1.18%
Other multi-racial	19	22.35%
Total	**85**	**100.00%**
Hispanic/Latino	12	

BRAZORIA COUNTY

Program Year: 2024

Start Date 01-Oct-2024 - End Date 30-Sep-2025

HOME-ARP Disbursements, Units Completed, and Households Assisted

Activity Type	Disbursed Amount	Units Completed	Units Occupied	Units Receiving Rental Operating	HH Assisted
Non-Congregate Shelter			N/A	N/A	N/A
Rental				N/A	N/A
Rental Operating		N/A	N/A		N/A
Supportive Services	$62,819.70	N/A	N/A	N/A	296
Tenant-Based Rental Assistance (TBRA)		N/A	N/A	N/A	
Total	**$62,819.70**	**0**	**0**	**0**	**296**

HOME-ARP Unit Completions and Households Assisted by Qualifying Population and Percent of Area Median Income

Activity Type	Homeless	At-risk of Homeless	Other QP	Low Income HH	0% - 30%	31% - 50%	51% - 60%	61% - 80%	Total 0% - 80%
NCS Converted to AH									
Rental									
Tenant-Based Rental Assistance (TBRA)				N/A	N/A	N/A	N/A	N/A	N/A
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

HOME-ARP Unit Reported As Vacant

Activity Type	Total	Reported as Vacant	Percentage
Non-Congregate Shelter	N/A	0	N/A
Rental	0	0	

HOME-ARP Veteran Status

Activity Type	Veteran Homeless	Veteran At-risk of Homeless	Veteran Other QP	Veteran Low Income
NCS Converted to AH				
Rental				
Tenant-Based Rental Assistance (TBRA)				N/A
Total	**0**	**0**	**0**	**0**

HOME-ARP Homeless Status

Activity Type	Total Homeless	Veteran Homeless	Total Non Homeless	Veteran Non Homeless
Supportive Services	35	0	235	0
Total	**35**	**0**	**235**	**0**

HOME-ARP Unit Completions and Households Assisted by Racial / Ethnic Category

	BRAZORIA COUNTY				BRAZORIA COUNTY			
	Rental				NCS Converted to AH			
	Total Units	Percentage	Hispanic	Percentage	Total Units	Percentage	Hispanic	Percentage
White	0		0		0		0	
Black/African American	0		0		0		0	
Asian	0		0		0		0	
American Indian/Alaskan Native	0		0		0		0	
Native Hawaiian/Other Pacific Islander	0		0		0		0	
American Indian/Alaskan Native & White	0		0		0		0	
Asian & White	0		0		0		0	
Black/African American & White	0		0		0		0	
Amer. Indian/Alaskan Native & Black/African Amer.	0		0		0		0	
Other multi-racial	0		0		0		0	
Total	**0**		**0**		**0**		**0**	

	BRAZORIA COUNTY			
	Tenant-Based Rental Assistance (TBRA)			
	Total HH	Percentage	Hispanic	Percentage
White	0		0	
Black/African American	0		0	
Asian	0		0	
American Indian/Alaskan Native	0		0	
Native Hawaiian/Other Pacific Islander	0		0	

	BRAZORIA COUNTY			
	Tenant-Based Rental Assistance (TBRA)			
	Total HH	Percentage	Hispanic	Percentage
American Indian/Alaskan Native & White	0		0	
Asian & White	0		0	
Black/African American & White	0		0	
Amer. Indian/Alaskan Native & Black/African Amer.	0		0	
Other multi-racial	0		0	
Total	**0**		**0**	

	BRAZORIA COUNTY	
	Supportive Services	
	Total HH	Percentage
White	44	51.76%
Black/African American	21	24.71%
Asian	0	0.00%
American Indian/Alaskan Native	0	0.00%
Native Hawaiian/Other Pacific Islander	1	1.18%
Other multi-racial	19	22.35%
Total	**85**	**100.00%**
Hispanic/Latino	12	

Note:
WAED - Written Agreement Execution Date
IFD - Initial Funding Date

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Units	Home Units	Total HH Assisted	Commitment Date	Commitment Date Type	Committed Amount	Drawn Amount	PCT
AD/CO/CB	AD/CO/CB	1823	, ,	Open	10/31/25	0	0	0	09/19/23	IFD	$281,206.05	$79,573.46	28.30%
AD/CO/CB	AD/CO/CB	1855	, ,	Open	06/23/25	0	0	0	10/02/24	IFD	$10,536.00	$2,217.31	21.05%
AD/CO/CB	AD/CO/CB	1860	, ,	Open	10/02/24	0	0	0	10/02/24	IFD	$20,000.00	$0.00	0.00%
Supportive Services		1853	, ,	Open	06/23/25	N/A	N/A	280	08/26/24	WAED	$90,500.00	$1,767.24	1.95%
Supportive Services		1854	, ,	Open	06/23/25	N/A	N/A	38	08/26/24	WAED	$25,000.00	$1,088.60	4.35%
Supportive Services		1856	, ,	Open	11/07/25	N/A	N/A	9	06/25/24	WAED	$170,000.00	$48,642.82	28.61%
Supportive Services		1857	, ,	Open	10/02/24	N/A	N/A	10	08/26/24	WAED	$83,887.00	$0.00	0.00%
Supportive Services		1859	, ,	Open	08/28/25	N/A	N/A	7	08/26/24	WAED	$87,500.00	$15,647.59	17.88%

Section 3 Report

Grantee: BRAZORIA COUNTY

REPORT FOR CPD PROGRAM CDBG

PGM YR 2024

Section 3 Total By Program	CDBG
Total Number of Activities	7
Total Labor Hours	4,349
Section 3 Worker Hours	628
Targeted Section 3 Worker Hours	0
Qualitative Efforts	
A Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0
B Outreach efforts to generate job applicants who are Other Funding Targeted Workers	0
C Direct, on-the job training (including apprenticeships)	0
D Indirect training such as arranging for, contracting for, or paying tuition for, off-site training	1
E Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)	0
F Outreach efforts to identify and secure bids from Section 3 business concerns	1
G Technical assistance to help Section 3 business concerns understand and bid on contracts	0
H Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns	0
I Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services	0
J Held one or more job fairs	0
K Provided or connected residents with supportive services that can provide direct services or referrals	1
L Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation	0
M Assisted residents with finding child care	0
N Assisted residents to apply for/or attend community college or a four year educational institution	0
O Assisted residents to apply for or attend vocational/technical training	1
P Assisted residents to obtain financial literacy training and/or coaching	1
Q Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns	0
R Provided or connected residents with training on computer use or online technologies	0
S Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses	0
T Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act	0
U Other	0

Section 3 Details By Program, Program Year & Activity

Program	Program Year	Field Office	Grantee	Activity ID	Activity Name	Qualitative Efforts - Other Effort Description	Total Labor Hours	S3 Worker Hours	S3W Benchmark Met (25%)	Targeted S3W Hours	Targeted S3W Benchmark Met (5%)	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1795	Hastings Street Improvements		2,869	8	No	0	No											X				X	X					
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1826	Alvin South Bypass 35 Waterline Replacement Project		1,480	621	Yes	0	No				X		X															
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1828	West Columbia Waterline Project-Rainbow Subdivision		0	0	No	0	No																					
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1849	Pecan Street Water Main Replacement		0	0	No	0	No																					
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1862	Freeport Water System Valve Installation		0	0	No	0	No																					
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1863	Brazoria Waterline Improvements		0	0	No	0	No																					
CDBG	2024	HOUSTON	BRAZORIA COUNTY	1864	Richwood Water Main Replacement		0	0	No	0	No																					
CDBG	2024	**Total for 2024**					**4,349**	**628**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**
CDBG	**Total**						**4,349**	**628**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**

Legend

- **A** Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- **B** Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- **C** Direct, on-the job training (including apprenticeships).
- **D** Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- **E** Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- **F** Outreach efforts to identify and secure bids from Section 3 business concerns.
- **G** Technical assistance to help Section 3 business concerns understand and bid on contracts.
- **H** Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- **I** Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.
- **J** Held one or more job fairs.
- **K** Provided or connected residents with supportive services that can provide direct services or referrals.
- **L** Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- **M** Assisted residents with finding child care.
- **N** Assisted residents to apply for/or attend community college or a four year educational institution.
- **O** Assisted residents to apply for or attend vocational/technical training.
- **P** Assisted residents to obtain financial literacy training and/or coaching.
- **Q** Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- **R** Provided or connected residents with training on computer use or online technologies.

S Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.

T Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

U Other

Attachment- HOME Match Liability Report and Match Log

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Home Matching Liability Report

BRAZORIA COUNTY, TX

Fiscal Year	Match Percent	Total Disbursements	Disbursements Requiring Match	Match Liability Amount
1998	25.0%	$104,312.88	$88,114.49	$22,028.62
1999	25.0%	$405,918.87	$387,617.26	$96,904.31
2000	25.0%	$622,190.68	$610,180.79	$152,545.19
2001	25.0%	$677,678.00	$628,507.36	$157,126.84
2002	25.0%	$724,332.73	$638,191.69	$159,547.92
2003	25.0%	$495,528.23	$454,162.15	$113,540.53
2004	25.0%	$320,604.18	$296,578.52	$74,144.63
2005	25.0%	$939,865.10	$888,303.18	$222,075.79
2006	0.0%	$641,044.40	$588,850.37	$0.00
2007	0.0%	$699,221.99	$662,232.33	$0.00
2008	0.0%	$194,374.30	$156,995.39	$0.00
2009	0.0%	$805,403.45	$766,724.52	$0.00
2010	25.0%	$500,253.12	$446,246.47	$111,561.61
2011	25.0%	$328,545.85	$265,686.05	$66,421.51
2012	25.0%	$836,571.21	$766,309.63	$191,577.40
2013	25.0%	$436,722.84	$382,684.66	$95,671.16
2014	25.0%	$215,680.90	$177,060.40	$44,265.10

2015	25.0%	$345,855.35	$304,277.45	$76,069.36
2016	25.0%	$301,586.85	$264,942.75	$66,235.68
2017	0.0%	$500,411.59	$462,688.99	$0.00
2018	0.0%	$166,831.15	$127,143.20	$0.00
2019	25.0%	$590,029.71	$506,920.26	$126,730.06
2020	0.0%	$188,560.29	$138,084.40	$0.00
2021	0.0%	$671,160.23	$610,485.27	$0.00
2022	0.0%	$737,105.31	$685,379.81	$0.00
2023	25.0%	$207,948.46	$150,077.36	$37,519.34
2024	25.0%	$329,695.93	$282,821.94	$70,705.48

BRAZORIA COUNTY HOME PROGRAM MATCH REQUIREMENTS

PY	FY	Total Grant	Less Admin.	CHDO Deobligations	Program Income***	Adj. Grant	Prior Yr Expenditures	Current Yr Expenditures	25% Match Liability	Matching Funds	Current Year Carry Over
PY 2020		$ 527,916.00	$ (52,791.60)		$ 109,140.35	$ 475,124.40	$ 395,937.00		$ 98,984.25	$ 40,895.42	$ 2,457,323.95
	FY 2021	Match waived for FY2021 (COVID) See match waiver - November 2020					$ 79,187.40			**NO match required**	
PY 2021	FY 2022	$ 517,255.00	$ (51,725.50)		$ 70,443.80	$ 465,529.50	$ 327,643.44	$ 60,297.81	$ 96,985.31	$ 50,450.17	$ 2,410,788.81
									$ -		
PY 2022	FY 2023	$ 578,711.00	$ (57,871.10)			$ 520,839.90		$ 213,311.69	$ 53,327.92	$ 11,782.79	$ 2,369,243.68
PY 2023	FY 2024	$ 559,969.00	$ (55,996.90)		$ 125,000.00	$ 503,972.10		$ 150,077.40	$ 37,519.35	$ 18,723.26	$ 2,350,447.59
									$ -		
PY 2024	FY 2025	$ 444,762.54	$ (44,476.25)			$ 400,286.29		$ 282,821.94	$ 70,705.49	**$ 13,412.32**	$ 2,083,431.83
							$ 11,504,768.86	$ 706,508.84	$ 2,211,609.58	$ 4,504,764.00	
								$ 176,627.21		**MATCH CARRYOVER**	**$ 2,293,154.42**

*****Program income is not used in the calculation of match**

****Current Expenditures does not include Admin. Use the current exp in KM minus Program Income and Admin**

Harvey waiver - FY 2017 & 2018 Expenditures from 10/1/16 through 9/30/18

BRAZORIA COUNTY HOME MATCH SOURCES

Date	Name	Address	Type	Match Source	Match Description	Match Value	Match Total
FY 2024	Various Homeowners	Various - See Permit fees tab	RHB	Septic Fees, and County Fees	Permit Fees	$ 1,622.67	
	Various Homeowners	Various - See recording fees tab	RHB	Brazoria County County Clerks Office	Recording Fees	$ -	
	FTHB Program	Various - See FTHB release fees tab	RHB	Brazoria County County Clerks Office	FTHB Releases	$ -	
	SETH Bond	101 Verde Dr	MFH	Costa Verde	25% of match obligation	$ 17,100.59	$ 18,723.26
FY 2025	Various Homeowners	Various - See Permit fees tab	RHB	Septic Fees, and County Fees	Permit Fees	$ 1,058.00	
	Various Homeowners	Various - See recording fees tab	RHB	Brazoria County County Clerks Office	Recording Fees	$ 124.00	
	SETH Bond	101 Verde Dr	MFH	Costa Verde	25% of match obligation	$ 12,230.32	$ 13,412.32
				Total Match Contribution		**$ 4,492,409.68**	

2024 CAPER Attachment: Public Notices and Affidavit of Postings

PUBLIC NOTICE

2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND REQUEST FOR COMMUNITY INPUT ON NEEDS

Brazoria County's PY 2024 Consolidated Annual Performance Evaluation Report (CAPER) is available for review and comment at the Brazoria County Community Development Department located at 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 from 8 am to 5 pm, Monday through Friday, November 6 – November 21, 2025, and on our website at https://www.brazoriacountytx.gov/departments/housing-and-urban-development/caper . The PY2024 CAPER includes an annual assessment of the use of funds, the delivery of activities and the County's performance in meeting its goals for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and HOME Investment Partnerships-American Rescue Plan (HOME-ARP) activities. The public is encouraged to review and comment on this document.

Additionally, as a part of the CAPER comment period, Brazoria County is seeking citizen input on housing and community development needs including non-housing priority needs and fair housing.

Public Hearing

A public hearing will be held on Thursday, November 19, 2025 at 5:30 pm at the Brazoria County East Annex Lobby located at 1524 East Mulberry, Angleton, Texas to receive input and comments from the public. This venue is accessible for persons with physical disabilities. The public hearing will be conducted in English; however, Spanish and sign language interpreters can be made available upon request, and persons needing other special accommodations to attend the public hearing should contact Daphne Lemelle at (979) 864-1860, at least 48 hours prior to the hearing so that accommodations can be made.

Public Comment

Public comments on the PY2024 CAPER and community needs can be submitted to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, by fax to (979) 864-1089, or by email to BCCD@brazoriacountytx.gov . Please submit all comments by 5 pm November 21, 2025.



See Proof on Next Page

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Orange, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:
- Nov 6, 2025

Notice ID: nlkSVqFRwXkWlIkuRG31
Notice Name: 2024 CAPER PUBLIC NOTICE 11-6-25

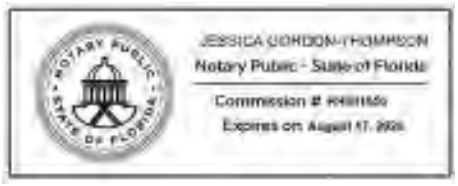
Publication Fee: $349.69

Edmar Corachia

_____
Agent

VERIFICATION

State of Florida
County of Orange



Signed or attested before me on this: 11/06/2025

_____
Notary Public

Notarized remotely online using communication technology via Proof.

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NOTICIA PUBLICA

INFORME ANUAL DE EVALUACION DE RENDIMIENTO CONSOLIDADO 2024 (CAPER)

El Informe Consolidado de Evaluacion de Rendimiento Anual 2024 del Condado de Brazoria estara disponible para revision y comentarios en el Departamento de Desarrollo Comunitario del Condado de Brazoria ubicado en 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 de 8 am a 5 pm, lunes a viernes, noviembre 6 – noviembre 21, 2025 y en nuestro sitio web en https://www.brazoriacountytx.govdepartments/housing-and-urban-development/caper. El PY2024 CAPER incluye una evaluacion annual del uso de fondos, la entrega de actividades y el rendimiento del condado al alcanzar sus metas del fondo del bloque para el Desarrollo Comunitario (CDBG), el programa de Socialidades para la inversion de Vivienda (HOME), y del plan de rescate americano (HOME-ARP). Se alienta al publico que revise y aporte su opinion sobre este documento.

Además, como parte del período de comentarios del CAPER, el condado de Brazoria está recabando opiniones de los ciudadanos sobre las necesidades de vivienda y desarrollo comunitario, incluidas las necesidades prioritarias no relacionadas con la vivienda y la vivienda justa.

Audiencia Publica

Una audiencia publica se llevara a cabo para recibir comentarios y aporte, el jueves, noviembre 19, 2025 a las 5:30 pm en la sala del edificio Anex del Condado de Brazoria ubicado en 1524 East Mulberry, Angleton, Texas. Este lugar es accessible par personas con incapacidades fisicas. Esta audencia publica sera en ingles, pero, interpretes en Espanol y lenguage de senas pueden ser accessibles si son requeridos, y personas que necesitan otras adaptaciones especiales deben comunicarse con Daphne Lemelle al (979) 864-1860, al menos 48 horas antes de la audencia publica para poder hacer las acomodaciones necesarias.

Comentario Publico

Comentarios publicos sobre el CAPER PY 2024 pueden ser submitidos al departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 o al fax (979) 864-1089, o por correo electronico a BCCD@brazoriacountytx.gov. Por favor de enviar cualquier comentario antes de las 5:00 p.m. del 21 de noviembre del 2025.



See Proof on Next Page

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Orange, ss:

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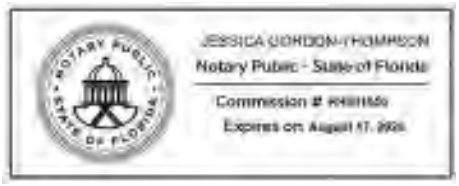
Publication Dates:
- Nov 6, 2025

Notice ID: o2ACBpqSoeEdR1bo8vMt
Notice Name: 2024 CAPER PUBLIC NOTICE 11-6-25 SPANISH

Publication Fee: $369.77

Edmar Corachia

_____
Agent



VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 11/06/2025

_____
Notary Public

Notarized remotely online using communication technology via Proof.

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Además, como parte del periodo de comentarios del CAPER, el condado de Brazoria está recabando opiniones de los ciudadanos sobre las necesidades de vivienda y desarrollo comunitario, incluidas las necesidades prioritarias no relacionadas con la vivienda y la vivienda justa.

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BRAZORIA COUNTY, TX
ABOUT US
GOVERNMENT
DEPARTMENTS
HOW DO I...
SERVICES
HOUSING AND URBAN DEVELOPMENT
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CAPER
Action Plan
Housing
Section 8 Waiting List
Disaster Recovery
HOUSING AND URBAN DEVELOPMENT
Brazoria County Community Development is funded in whole by a Housing and Urban Development (HUD) grant. We have funds available for Public Facility and Public Service projects in Brazoria County. We also offer assistance for Housing Rehabilitation/Reconstruction for low to moderate income families.
What's New
2024 CAPER - Draft for Public Comment 11.6.25
CDBG-DR 2016 Amendments


ABOUT US
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CAPER
2024 CAPER - Draft for Public Comment 11.6.25
2024 CAPER Notice - English
2024 CAPER Notice - Spanish

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **12/9/2025**

Urban Area Security Initiative (UASI) Community Preparedness Citizens Corps Project

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that Urban Area Security Initiative (UASI) grant funding be accepted and the Community Preparedness Citizen Corps project be operated for FY 2026; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County Commissioners Court assures the funds will be returned to the Office of the Governor in full; and

WHEREAS, Brazoria County Commissioners Court designates L. M. "Matt" Sebesta Jr. as the grantee's authorized official. The authorized official is given the power to apply for accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves submission of the grant application and acceptance of grant funding for the Community Preparedness Citizen Corps project to the Office of the Governor.

Grant Numbers: 2970810 / 2985910

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **12/9/2025**

Acceptance of Terms for Subrecipients Utilizing TCEQ Solid Waste Fund for DR-4781 (Severe Storms / Derecho) and DR-4798 (Hurricane Beryl) Debris Operations

Whereas, the County has incurred costs pursuant to Debris Operations and whereas the County and the Debris Operations costs are eligible for reimbursement; and

Therefore, the Court thereby accepts the attached Attachment / Addendum: Terms for Subrecipients Utilizing Texas Commission on Environmental Quality (TCEQ) Solid Waste Fund for DR-4781 (Severe Storms / Derecho) and DR-4798 (Hurricane Beryl) Debris Operations.

The Court further authorizes the County Judge to sign any and all documents related to acceptance on behalf of Brazoria County.

Attachment/Addendum: Terms for Subrecipients Utilizing Texas Commission on Environmental Quality (TCEQ) Solid Waste Fund for DR-4781 (Severe Storms/Derecho) and DR-4798 (Hurricane Beryl) Debris Operations

For subrecipients approved for FEMA's Public Assistance (PA) Program and claiming eligible debris costs under the PA Program for DR-4781 (Severe Storms/Derecho) and/or DR-4798 (Hurricane Beryl), the following terms and conditions apply to those electing to receive funding from the Texas Commission on Environmental Quality (TCEQ) Solid Waste Fund for the federal share of their eligible costs:

1. **Availability of Funds for Eligible Costs**:
   The TCEQ Solid Waste Fund, as administered by TDEM, will provide funds to subrecipients approved for the FEMA Public Assistance Program to cover eligible debris removal costs incurred under the FEMA Public Assistance Program where the subrecipient has provided all required supporting documentation. This funding is made available to help expedite the reimbursement process for costs already incurred under the FEMA Public Assistance Program and is subject to the availability of funding within TCEQ Solid Waste Fund.

2. **Documentation and Vendor Payments**:
   All funds provided through this program must be used to pay for eligible debris removal activities, as defined within FEMA's Public Assistance Program and Policy Guide. Subrecipients must provide all records and supporting documentation specific to debris removal activities in accordance with the Stafford Act, Federal regulations, and FEMA polices.

   Subrecipients are required to provide proof of vendor payments to TDEM within five (5) business days of receiving the funds. Timely submission of this documentation is essential to ensure compliance with program requirements.

3. **Retention of Federal Share**:
   The subrecipient acknowledges that once FEMA obligates the federal share of eligible debris removal costs, TDEM will retain up to the federal share amount previously paid to the subrecipient to offset the amount previously advanced through the TCEQ Solid Waste Fund.

4. **Repayment of Funds**:
   In the event the subrecipient withdraws its project or fails to meet federal requirements under the FEMA Public Assistance Program for any reason, the subrecipient agrees to repay the full amount of funding provided by the TCEQ Solid Waste Fund. Repayment will be required within 30-days of the notification of the project's ineligibility, withdrawal, or non-completion.

Attachment/Addendum: Terms for Subrecipients Utilizing Texas Commission on Environmental Quality (TCEQ) Solid Waste Fund for DR-4781 (Severe Storms/Derecho) and DR-4798 (Hurricane Beryl) Debris Operations

Please sign below to acknowledge subrecipient's acceptance of **Attachment/Addendum** and agreement to abide by all terms and conditions set forth in the **Subrecipient Agreement for TDEM-Administered Grant Awards**.

Signature of Certifying Official	**Date**
Printed Name	**Title**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **12/9/2025**

Brazoria County Emergency Management Plan - Annex U Legal

The Brazoria County Emergency Management Plan is hereby amended to include the updated Annex U Legal.

It is hereby adopted and effective as of the date of the last signature.

The County Judge is hereby authorized to sign the Annex.

Further, the County Emergency Management is hereby instructed to update the Emergency Management Plan with the Annex U Legal and distribute the amendment to all partner cities and Texas Department of Emergency Management (TDEM).

Further, that a copy of the same be placed on file with the County Clerk.

ANNEX U

Legal

Revision 4

Brazoria County
and
Joint Resolution Cities

RECORD OF CHANGES

CHANGE #	DATE OF CHANGE	DESCRIPTION	CHANGED BY

APPROVAL & IMPLEMENTATION

Annex U

Legal

Revision 4

Tom Selleck
Brazoria County District Attorney

Date

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

Date

ANNEX U
LEGAL

I. AUTHORITY

A. See Section I of the Basic Plan for general authorities.

B. Texas Local Government Code, Chapter 203 (Management and Preservation of Records), and Chapter 229 (Miscellaneous Regulatory Authority of Municipalities).

C. Texas Government Code, Chapter 791 (Interlocal Cooperation Contracts).

II. PURPOSE

The purpose of this annex is to make provision for legal services during emergency situations or when such situations appear imminent, and to provide guidance for invoking the emergency powers of government when necessary.

III. EXPLANATION OF TERMS

EOC	Emergency Operating Center
FEMA	Federal Emergency Management Agency
IC	Incident Commander
TAC	Texas Administrative Code
TGC	Texas Government Code

IV. SITUATION & ASSUMPTIONS

A. Situation

Brazoria County is at risk from a number of hazards that could cause or threaten public health and safety and personal and government property; see Section IV.A of the basic plan for a summary of these hazards. Legal issues requiring timely resolution may arise during pre-disaster hazard mitigation designed to lessen the effects of known hazards, during pre-disaster preparedness activities designed to enhance the local capability to respond to a disaster, during the actual response to a disaster, or during the post-disaster recovery process.

B. Assumptions

1. Local emergency preparedness plans and programs should have a sound legal basis.

2. In responding to major emergencies and disasters, local officials may be required to take extraordinary measures to protect public health and safety and preserve property. They will also require timely advice regarding the legality of proposed measures.

3. Implementation of measures to protect public health and safety and preserve property during emergency recovery and mitigation activities generally require issuance of

appropriate legal documents. These should be prepared by competent legal service professionals.

V. CONCEPT OF OPERATIONS

A. General

1. Emergency Declaration

   a. Pursuant to Chapter 433, Texas Government Code (TGC), the chief elected official or the governing body of a city or county may request the Governor declare a state of emergency for a jurisdiction or a portion thereof. For purposes of this statute, an emergency exists in the following situations: riot or unlawful assembly by three or more persons acting together by use of force or violence, the existence of a clear and present danger of violence, or a natural or man-made disaster. The Governor may proclaim a state of emergency and issue directives to control and terminate the emergency and protect life and property. Directives issued by the Governor for a state of emergency expire 72 hours after issuance; however, successive states of emergency may be declared by the Governor. A sample request for an emergency declaration is provided in Appendix 1.

   b. The emergency declaration process is generally not used for natural or man-made disasters because: (1) it requires action by the Governor to resolve local problems rather than facilitating action by local officials, (2) the Governor's directives require advance notice before they become effective, and (3) directives are of very limited duration – 72 hours. Hence, a disaster declaration may be more appropriate for responding to natural or technological emergencies. An emergency declaration may be appropriate for security-related incidents where local law enforcement resources are inadequate to handle the situation.

   c. If the actions taken by the Governor after an initial emergency declaration do not resolve the emergency situation, the chief elected official or governing body may request that the emergency declaration be continued. If the local emergency situation that was the basis for an emergency declaration is resolved before the Governor's directives expire, it is desirable to advise the Governor that the emergency declaration is no longer required.

2. Disaster Declaration

   a. The Texas Disaster Act of 1975, Chapter 418, TGC, provides that the presiding officer of the governing body of a political subdivision (the County Judge of a county or the Mayor of a municipality) may declare a local state of disaster. A disaster declaration may be issued when a disaster has occurred or appears imminent. Chief elected officials, in order to respond to or recover from a significant natural or man-made disaster, typically use the disaster declaration process. A sample disaster declaration is provided in Appendix 2. Copies of a disaster declaration should be filed with the Texas Division of Emergency Management (TDEM) and the Brazoria County Clerk.

   b. Chapter 418.108 of the Texas Government Code provides that the county judge may declare a local state of disaster. A declaration of local disaster activates the

appropriate recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration. The County Judge may evacuate all or part of the population from a stricken or threatened area and may control the ingress to and egress from a disaster area.

c. Chapter 418.1015 provides that when a state of disaster has been declared, the County Judge exercises similar powers on an appropriate local scale as have been granted to the Governor in the Disaster Act. Among those powers is the authority suspend procedural laws and rules, use public and private resources to respond to the disaster, control the movement of people, restrict the sale and transportation of certain items, and take a number of other actions. Once a state of disaster is declared, a city or county may enact an emergency ordinance or order describing the specific emergency regulations that are to be put into effect during the disaster. A sample emergency powers ordinance is provided in Appendix 5.

d. Chapter 433 of the Texas Government Code limits the seizure and/or confiscation of any firearm or ammunition from individuals, except under specific circumstances.

e. A disaster declaration may not be continued in force for more than seven days unless renewed by the Commissioners Court. A sample court order extending a disaster declaration is provided in Appendix 3. The Commissioners Court may terminate a state of disaster at any time; this approach is typically used when the threat that gave rise to the disaster declaration has subsided. Alternatively, the Commissioners Court may choose to simply let the declaration expire by taking no action to extend it. A sample ordinance/court order terminating a disaster declaration is provided in Appendix 4.

3. Continuity of Government

Pursuant to Chapter 418 of the Texas Government Code, the Commissioners Court of Brazoria County will adopt a plan for the continuity of the functions of the County during a presidential and/or gubernatorial declared disaster or other catastrophic event. The County Continuity of Operations Plan will provide for:

a. The delegation of administrative duties of the Commissioners Court or any official or employee of the County to another appropriate person;
b. The establishment of orders of succession for performing essential functions of the County;
c. The establishment of meeting procedures for the Commissioners Court;
d. The plan will not provide for the delegation of a duty required by the Texas Constitution; and
e. The waiving of the requirement for a quorum for members of the Commissioners Court, except where otherwise prohibited by law, if:
    1) The County is wholly or partly in the area of a disaster declared by the president or governor; and
    2) A majority of the Commissioners Court are unable to be present at a meeting as a result of the disaster.

4. Authority for Evacuations

   Government Code section 418 provides a County Judge with the authority to order the evacuation of all or part of the population from a stricken or threatened area under their within their respective jurisdiction or authority

5. County Regulation of Outdoor Burning & Use of Fireworks

   During drought conditions, there is an increased threat of wildfires; therefore, the Local Government Code gives counties authority to mitigate this risk by restricting outdoor burning and the use of fireworks in unincorporated areas under certain circumstances.

   a. Pursuant to §352.081of the Local Government Code, the Commissioners Court of a county by order may restrict outdoor burning in general or outdoor burning of a particular substance in all or part of the unincorporated area of the county if drought conditions have been determined by the Texas Forest Service to exist or county officials find that circumstances exist in all or parts of the unincorporated areas of the county that create a public safety hazard that would be exacerbated by outdoor burning. A procedure for implementing restrictions on outdoor burning is for the County Judge to issue a disaster declaration pursuant to the Texas Disaster Act based on the imminent threat of wildfire. Then, the Commissioners Court issues an emergency order restricting outdoor burning in all unincorporated areas of the county or portions of those areas. An order adopted must specify the period during which outdoor burning is prohibited or restricted. The period may not extend beyond the 90th day after the date the order is adopted. Such orders for the Fourth of July fireworks season must be issued by June 15th ending sales by midnight July 4th and by December 15th, ending sales by midnight January 1st for the December fireworks season. A sample disaster declaration based on a threat of wildfire is provided in Appendix 6. A sample Commissioners Court order banning outdoor burning is provided in Appendix 7.

   b. Pursuant to §352.051of the Local Government Code, counties may prohibit or restrict the sale or use of fireworks in unincorporated areas of the county if drought conditions have been determined to exist by the Texas Forest Service.

B. Activities by Phases of Emergency Management

1. Mitigation

   a. Brief the elected officials and department heads on possible liabilities arising from disaster operations, procedures for invoking the emergency powers of government, and legal documents relating to emergency powers.

   b. Maintain current copies of existing disaster-related laws, regulations, and orders.

   c. Develop local procedures for invoking emergency powers.

d. Prepare sample legal documents (included in this annex) for approval by elected officials.

2. Preparedness

a. Ensure county emergency call-out rosters include the District Attorney, who should maintain current telephone numbers and addresses for the legal staff.

b. Review plans and procedures.

c. Review mutual aid agreements submitted to the jurisdiction for approval and prepare mutual aid agreements to be submitted to other jurisdictions for approval.

3. Response

a. Advise the County Judge and emergency services staff on legal implications of response activities.

b. Prepare, have approved and signed, and disseminate (Prepare for approval, signature and dissemination) legal documents declaring a disaster, terminating a disaster declaration, or invoking emergency powers, if required.

c. Advise the Incident Commander (IC) on legal matters, such as emergency proclamations, legality of evacuation orders, and legal rights and restrictions pertaining to media access.

4. Recovery

a. Advise Brazoria County officials on legal aspects of recovery operations.

b. Assist Brazoria County officials in preparing emergency ordinances, permits, applications for state or federal assistance, grant applications, and, if necessary, litigation.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. General.

Overall responsibility for providing legal services to the Brazoria County Judge, the Commissioners Court, department heads, and other officials during an emergency rests with the Brazoria County District Attorney. The Brazoria County District Attorney will be assisted by his or her subordinates.

B. Task Assignments

1. County Judge

a. Will take such actions that are legal and necessary to manage the disaster at hand.

b. If the situation warrants, may declare a local state of disaster. Issuance of a local disaster declaration is advisable if an emergency situation has resulted in substantial

damage to privately-owned or government property and state or federal assistance will be needed to recover from the incident. If a local disaster declaration is issued, it shall be given prompt and general publicity.

c. If the situation warrants, may request the Governor to declare a state of emergency.

d. If requesting state assistance to cope with a local disaster, should attach copies of any local disaster declaration that has been issued to the request for state assistance. See Annex J, Damage Assessment, for further information.

2. Brazoria County District Attorney

a. Advise county elected officials and department heads regarding the emergency powers of local government and necessary procedures for invoking measures to:

1) suspend procedural laws and rules
2) establish curfews
3) restrict or deny access to a disaster area
4) control the movement of persons and occupancy of premises in a disaster area
5) implement wage, price, and rent control;
6) establish rationing for critical supplies
7) limit or restrict use of water or other utilities
8) use any publicly owned resource to respond to the disaster
9) commandeer private property, subject to compensation requirements, to respond to the disaster
10) remove debris from publicly or privately owned property
11) restrict outdoor burning and use of fireworks

b. Review and advise county officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers.

c. Prepare and recommend legislation to implement the emergency powers that may be required during an emergency.

d. Advise county officials and department heads on record keeping requirements and other documentation necessary for the exercising of emergency powers.

e. Prepare and keep current this annex.

f. During an emergency, report instances of overcharging for emergency supplies, equipment, and repair materials to the Consumer Affairs section of the Office of the Attorney General.

3. Brazoria County Clerk

a. Publish required agenda of meetings.

b. Prepare a record of public meetings

c. Receive a copy of disaster declarations and documents extending or terminating a state of disaster.

d. Ensure proper protection of all records.

VII. DIRECTION & CONTROL

A. General. The Brazoria County District Attorney or designee is responsible for providing legal services to the County Judge, Commissioners Court and department heads and for preparing all legal documents necessary for the conduct of emergency operations and the exercise of emergency powers. Supervisors will exercise their usual supervisory responsibilities over legal personnel**.**

B. **Coordination.** The Brazoria County District Attorney will designate a person to coordinate with the County Judge and the EOC, if activated. The Brazoria County District Attorney will identify staff members to be called for emergency duty and will designate those responsible for contacting such staff members.

C. **Line of Succession**. The line of succession for legal services personnel will be:

1. Tom Selleck, Mary Shine
2. Mary Aldous, Ryan Erickson
3. Andrew Heston

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See the mitigation and preparedness activities in paragraphs V.B.1) and V.B.2) above.

B. Readiness Level III - Increased Readiness

1. The Brazoria County District Attorney will review the potential emergency situation, determine staff availability, and review emergency tasks assigned in the emergency management plan and this annex.

2. The Brazoria County District Attorney will designate the personnel on-call for emergency duty.

C. Readiness Level II – High Readiness

1. Senior county officials and department heads will be briefed on the legal ramifications, if any, of the potential emergency situation.

2. The Brazoria County District Attorney will brief the legal staff on the potential emergency situation and plans to deal with it should it occur and ensure that on-call staff members are available by telephone and ready to report duty if called.

D. Readiness Level I – Maximum Readiness

The designated on-call legal services representative will proceed to the EOC if requested.

IX. ADMINISTRATION & SUPPORT

A. Maintenance of Records. All records generated during an emergency will be collected and filed in an orderly manner so a record of events is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.

B. Preservation of Records. Vital legal records should be protected from the effects of disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained from a firm specializing in these tasks as soon as possible.

C. Training. Legal services personnel who will be participating in EOC operations shall receive training on the operating procedures for that facility.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. Development. The County District Attorney and Office of Emergency Management are responsible for developing and maintaining this annex.

B. Maintenance. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

XI. REFERENCES

A. Texas Division of Emergency Management *Local Emergency Management Planning Guide (DEM-10)*.

B. FEMA *Comprehensive Preparedness Guide (CPG-101)*

APPENDICES:

Appendix 1 .....Sample Request for Emergency Declaration
Appendix 2 .....Sample Disaster Declaration
Appendix 3…….....…Sample Extension of Disaster Declaration
Appendix 4…….....….Sample Termination of Disaster
Appendix 5…….....……Sample Emergency Powers
Appendix 6 …….....……Sample Disaster Declaration for Wildfire Threat
Appendix 7 … .....……Sample Ban on Outdoor Burning
Appendix 8……..Order of Mandatory Evacuation

SAMPLE REQUEST FOR EMERGENCY DECLARATION

The Honorable Greg Abbott
Governor of Texas
c/o State Coordinator
Texas Division of Emergency Management
P. O. Box 4087
Austin, Texas 78773-0001

Date:

Dear Governor Abbott:

The County of Brazoria, Texas, is facing significant threats to life, health and property due to:

[Provide a description of the threat and the area or areas affected. Threats may include:

- riot or unlawful assembly of three or more persons acting together by use of force or violence
- the existence of a clear and present danger of the use of violence
- a natural or man-made disaster
  (For these threats, a disaster declaration may be more appropriate.)]

The potential impact of this threat is:

[Provide an estimate of the impact on public health, safety, and property if the threat is not dealt with.]

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of Brazoria County to control. Pursuant to §433.001 of the Texas Government Code, I am requesting that you declare a state of emergency for Brazoria County, Texas, and issue appropriate directives to deal with the emergency; including:

[Indicate what measures that you want the Governor to take.]

Furthermore, I am asking that successive proclamations be issued and remain in effect until the threat of loss of life, injury, or damage property is contained.

A timely response to this request would be appreciated.

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

SAMPLE DISASTER DECLARATION

DECLARATION OF DISASTER

WHEREAS, the County of Brazoria on the ____ day of _____ , 20__ , has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from

[Briefly describe the disaster situation.] , and

WHEREAS, the Brazoria County Judge has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property,

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF BRAZORIA COUNTY

1. That a local state of disaster is hereby declared for Brazoria County pursuant to §418.108(a) of the Texas Government Code.

2. Pursuant to §418.108(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Brazoria County.

3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the _____day of _____ , 20__ .

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

SAMPLE EXTENSION OF DISASTER DECLARATION

COMMISSIONERS COURT ORDER

WHEREAS, on [____date___], the County Judge issued a proclamation declaring a state of disaster for Brazoria County resulting from

[Provide a brief description of the disaster];

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision;

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT of BRAZORIA COUNTY:

1. That the state of disaster proclaimed for Brazoria County by the County Judge on _____ shall continue until terminated by order of the COMMISSIONERS COURT.

2. This order is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the _____ day of _____ , 20____ .

APPROVED, this ____ day of _____ , 20__.

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

SAMPLE TERMINATION OF DISASTER

COMMISSIONERS COURT ORDER

WHEREAS, on _____, the Brazoria County Judge, pursuant to the Texas Government Code, Chapter 418, (the "Texas Disaster Act"), issued a proclamation declaring a local state of disaster for the County of Brazoria resulting from:

[Describe the situation that occasioned the disaster declaration];

WHEREAS, the conditions necessitating the proclamation of a local state of disaster have ceased to exist; and

WHEREAS, the Texas Disaster Act provides that a local state of disaster may be terminated by the governing body of the political subdivision or by executive order of the County Judge,

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT:

1. The Commissioners Court, as the governing body of Brazoria County, hereby terminates the proclamation of a local state of disaster described in the preamble above.

2. A public emergency exists requiring that this ordinance be passed formally on the date of its introduction; therefore, this order] shall take effect immediately upon its passage and approval by the County Judge.

APPROVED, this ____ day of _____ , 20__.

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

SAMPLE EMERGENCY POWERS

COMMISSIONERS COURT ORDER

WHEREAS, by proclamation issued [date of disaster declaration], the Brazoria County Judge declared a state of disaster for Brazoria County resulting from

[Briefly describe the situation]; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; now, therefore, the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated:

[Eliminate sections below describing measures that will not be used.]

1. CURFEW

   (a) A person shall not remain or travel upon any public or private property in the following area(s) between the hours of _____ and _____:

   [Insert description of applicable areas]

   (b) Subsection (a) shall not apply to:

      (1) a person authorized by the Emergency Management Director to assist in the production of the health, safety, or welfare of the public; or
      (2) a person who remains or travels upon private property which is owned by him or upon which the person has been invited.

2. MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES

   (a) A person shall not remain or travel upon any public or private property in the following area(s):

   [Insert description of applicable areas]

   (b) Subsection (a) shall not apply to a person authorized by local government officials to assist in the protection of the health, safety, or welfare of the public.

3. UTILITIES

   All utility services shall be discontinued in the following area(s):

   [Insert description of applicable areas]

4. FLAMMABLE PRODUCTS

(a) A person shall not sell or give away gasoline or other flammable or combustible products in the following area(s):

[Insert description of applicable areas]

(b) All gasoline stations shall be closed in the following area(s):

[Insert description of applicable areas]

5. EXPLOSIVES

(a) A person shall not sell, barter, loan, or give away arms, ammunition, dynamite, or other explosives in the following area(s):

[Insert description of applicable areas]

(b) All establishments where arms, ammunition, dynamite, or other explosives are sold shall be closed in the following area(s):

[Insert description of applicable areas]

6. ALCOHOLIC BEVERAGES

(a) A person shall not sell or distribute beer, wine, liquor, or alcoholic beverages of any kind in the following area(s):

[Insert description of applicable areas]

(b) Subsection (a) shall not apply to the sale of medicine which contains alcohol.

7. PRICE CONTROLS

A person shall not taking advantage of a declared disaster by:

(A) selling or leasing fuel, food, medicine, or another necessity at an exorbitant or excessive price; or
(B) demanding an exorbitant or excessive price in connection with the sale or lease of fuel, food, medicine, or another necessity; this includes by way of illustration not limitation the selling or leasing any of the following goods or services for more than the price the person charged for the goods or services on (date of disaster declaration):

(a) groceries, beverages, toilet articles, ice
(b) construction and building materials and supplies, and earthmoving equipment and machinery
(c) electrical and gas generating and transmission equipment, parts and accessories
(d) charcoal briquettes, matches, candles, lamp illumination and heat unit carbides, dry batteries, light bulbs, flashlights, and hand lanterns

(e) hand tools (manual and power), hardware and household supplies, and equipment rental
(f) automotive parts, supplies, and accessories
(g) plumbing and electrical tools and supplies
(h) apartment, duplex, multi-family dwelling, rooming house, hotel and motel rental
(i) gasoline, diesel oil, motor oil, kerosene, grease, and automotive lubricants
(j) restaurant, cafeteria, and boarding-house meals
(k) services of roofing and building contractors, plumbers, electricians, mechanics, tree surgeons, and automobile wrecker companies
(l) medicine, pharmaceutical, and medical equipment and supplies
(m) blankets, quilts, bedspreads, bed linens, mattresses, bedsprings, bedsteads, towels, sanitary products, and toiletries
(n) furniture and clothing

8. SUSPENSION AND MODIFICATION OF ORDINANCES

(a) The following ordinances and regulations are hereby suspended or modified as indicated:

[List the relevant ordinances and regulations]

(b) The suspension or modifications of the ordinances and regulations listed in Subsection (a) shall remain in effect until (date 60 days from the date these regulations are issued), or until the state of disaster is terminated, whichever is sooner.

9. PENALTIES

(a) These regulations shall have the effect of ordinances when duly filed with the County Clerk.

(b) A person who violates any provision of these regulations, upon conviction, is punishable by a fine of not more than five hundred dollars ($500.00).

10. EMERGENCY

This order shall take effect immediately from and after its passage and publication, and it is accordingly so ordained.

APPROVED, this ____ day of _____ , 20__.

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

SAMPLE DISASTER DECLARATION FOR WILDFIRE THREAT

PROCLAMATION

WHEREAS, Brazoria County has not had rainfall for an extended period and weather forecasters offer little promise of a change in the hot, dry conditions in the near future; and

WHEREAS, these hot, dry conditions pose the threat of large, dangerous and fast-moving wildfires: and,

WHEREAS, such fires have the potential of endangering lives and damaging property on a large scale; and

WHEREAS, Government Code 418 also known as the Texas Disaster Act of 1975 authorizes the governor to issue a declaration of a state of disaster "if the threat of disaster is imminent"; and

WHEREAS, the County Judge may exercise the powers granted to the governor under the Texas Disaster Act; and

WHEREAS, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitute an imminent threat of disaster; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of fires; and

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

BE IT THEREFORE PROCLAIMED, that I, L. M. "Matt" Sebesta, Jr., County Judge of Brazoria County, do hereby declare a local state of disaster based on the threat of large wildfires in Brazoria County, Texas; and

BE IT ALSO PROCLAIMED that this local state of disaster will continue until rescinded in accordance with the above statute and order, but in no instance will this declaration continue for more than seven days without authorization by the Brazoria County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during the current hot, dry weather.

BE IT ALSO ORDERED THAT the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order

IN WITNESS WHEREOF, I affix my signature this _____ day of _____, 20____

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

SAMPLE BURN BAN

Prohibition of Outdoor Burning

WHEREAS, the Commissioners' Court find that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of such fires:

IT IS THEREFORE ORDERED by the Commissioners' Court that the following emergency regulations are hereby established for all unincorporated areas of Brazoria County, Texas for the duration of 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by this Court.

This Order is adopted pursuant to Local Government Code 352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training: (2) public utility, natural gas pipeline; (3) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

1. Actions Prohibited:
   A person violates this order if he or she burns any combustible material outside of an enclosure serving to contain all flames and/or sparks, or orders such burning by others.

2. Enforcement:
   A. Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.

   B. As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.

   C. If in the opinion of the officer at the scene and/or the fire chief, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatchers log containing the time, date, and place of the warning, and the name of the person receiving the warning.

   D. In accordance with Local Government Code 352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed $500.00.

3. At the discretion of the peace officer or the fire chief, second or flagrant violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors.

BE IT ALSO ORDERED that this order may be enforced by any duly-commissioned peace officer and that the venue for prosecution of this order will be the Justice of the Peace.

APPROVED, this ____ day of _____, 20__

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

_____
County Clerk

Order of Mandatory Evacuation From Brazoria County, Texas

Whereas, Brazoria County in accordance with Chapter 418 of the Texas Government Code has declared a local state of disaster on (Date) due to the_____

Whereas, the State of Texas in accordance with Chapter 418 of the Texas Government code has proclaimed a state of disaster on (Date);

Whereas, Brazoria County is under imminent threat of severe and widespread damage, injury, and loss of life and property from and many businesses and residences will be exposed to looting, vandalism, other treats and the natural elements and remain under such threat at this date, thus necessitating immediate protection against loss;

Whereas, the County Judge of a county is authorized under the Constitution and Laws of the State of Texas to order the evacuation of all or part of the population from stricken or threatened areas under the jurisdiction and authority of the County Judge if the County Judge considers the action necessary for the preservation of life or other disaster mitigation, response, or recovery; and

Whereas, threatens the life and safety of persons and property in the unincorporated and incorporated areas of Brazoria County, Texas; and

Whereas, the County Judge of Brazoria County, Texas finds that a mandatory evacuation of the population from Brazoria County, Texas is necessary for the preservation of life or other disaster mitigation, response, or recovery.

NOW, THEREFORE, it is hereby **ORDERED** by the County Judge of Brazoria County, Texas, that:

1.) All of the population, except law enforcement and those persons with proper authority to remain, within the following areas of Brazoria County, Texas shall evacuate from Brazoria County, Texas in accordance with the following:

- Special needs persons shall evacuate from Brazoria County and such evacuation is MANDATORY beginning on (Date and time),
- Zip-Zone Coastal within Brazoria County, Texas: The population within the "Zip-Zone Coastal" designation (zip codes Blank) that is within Brazoria County, Texas, shall evacuate from Brazoria County and such evacuation is MANDATORY beginning on (Date and time);
- Zip- Zone A within Brazoria County, Texas: The population within the "Zip- Zone A" designated (zip codes blank) that is within Brazoria County, Texas, shall evacuate from Brazoria County and such evacuation is MANDATORY beginning on (Date and time);

- Zip- Zones Band C within Brazoria County, Texas: The population within the Zip-Zones Band C designations that are within Brazoria County, Texas (i.e., the remainder of Brazoria County, Texas) shall evacuate from Brazoria County and such evacuation is MANDATORY beginning on (Date and time).

2.) The sections, paragraphs, sentences, clauses and phrases of this Order are severable and, if any phase, clause, sentence, paragraph or section of the Order should be declared invalid by the final judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections or the Order that may be given effect without such phrase, clause, sentence, paragraph or section, and to this end the provisions of this Order are severable;

3.) All orders or parts thereof in conflict herewith are repealed to the extent of such conflict only;

4.) This Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Brazoria County; and

6.) The Order shall take effect immediately from and after its issuance

It is hereby **ORDERED,** on this, (Date).

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

ATTEST:

_____
Brazoria County Clerk

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **12/9/2025**

Interlocal Agreement for Debris Removal Along Oyster Creek and Bastrop Bayou

Approve the Interlocal Agreement “ILA” with the following entities for the Debris Removal Along Oyster Creek and Bastrop Bayou;

- City of Lake Jackson
- City of Richwood
- City of Clute
- Town of Holiday Lakes
- Village of Bailey’s Prairie
- Angleton Drainage District
- Velasco Drainage District

Whereas, this ILA is in reference to the Acceptance of Grant and Agreement Award with the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) to provide technical and financial assistance to Brazoria County “Sponsor”, for EWP Project #5118 that was approved by Commissioners Court Order I.2 dated July 8, 2025.

Whereas, the attached ILA outlines the roles, responsibilities, and financial contributions of each party to ensure the successful implementation of the project.

Whereas, the Court approves utilization of Road & Bridge funds in the respective fiscal year for the County’s required share of anticipated cost.

Further, that the County Judge be authorized to sign any and all documents relating to the project following review by the District Attorney’s Office - Civil Division and that a certified copy of this court order be furnished to the Engineering Department.

INTERLOCAL AGREEMENT FOR
DEBRIS REMOVAL FROM
OYSTER CREEK AND BASTROP BAYOU

This Agreement (the "Agreement") is made by and between the **County of Brazoria, Texas,** a political subdivision of the State of Texas acting through its Commissioners Court (the "County"), **City of Richwood**, acting through its City Council ("Richwood"), **Angleton Drainage District,** acting through its Board of Commissioners (the "ADD"), **Velasco Drainage District,** acting through its Board of Commissioners ("VDD"), **City of Lake Jackson**, acting through its City Council ("Lake Jackson"), **City of Clute**, acting through its City Council ("Clute"), **Town of Holiday Lakes**, acting through its City Council ("Holiday Lakes"), and **Village of Bailey's Prairie**, acting through its City Council ("Bailey's Prairie"). Each may be referred to individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, County is administering debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") for EWP Project No. 5118 and DSR 48-14-24-5118-002. Brazoria County Commissioners Court approved the grant award on July 8, 2025, Court Order I.2; and

WHEREAS, County will manage and administer the NRCS Grant and is willing to collaborate with Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie on the overall local match funding for this project; and

WHEREAS, NRCS is funding constructions costs estimated at $3,827,344.50 and technical assistance estimated at $383,000.00 for a total not to exceed amount of $4,210,344.50. The NRCS Grant requires a 25% local match estimated at $1,275,781.50; and

WHEREAS, County warrants that its Commissioners Court approved this agreement by Court Order No._____ dated _____, 2025, authorizing its County Judge to execute it on the County's behalf; and

WHEREAS, Richwood warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, ADD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District's behalf; and

WHEREAS, VDD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District's behalf; and

WHEREAS, Lake Jackson warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Clute warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Holiday Lakes warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Bailey's Prairie warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes, and Bailey's Prairie hereby agree to the following for the participation in the multi-jurisdictional debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, in accordance with the terms and conditions set forth herein:

AGREEMENT

Project: Debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") for EWP Project No. 5118 and DSR 48-14-24-5118-002 ("Project").

The Parties' obligations hereunder are as follows:

County's Obligations:

1. Administer the Project.
2. Be the repository of all receipts and documentation pertinent to the Project and furnish to NRCS and Parties to this Agreement upon request.
3. Fund the 25% local match estimated in the amount of $1,275,781.50 plus overage of design fees over the course of Project as set forth in the Grant Agreement with NRCS.
4. Serve as the primary contact in all matters pertaining to the Project and the conduit for communication between itself, the Parties and NRCS.
5. Provide project progress reports to all Parties.
6. County Auditor will hold all funds deposited from all Parties to this Agreement and issue payment as required under the NRCS Grant.

Richwood's Obligations:

1. Fund $62,102.61 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.

3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

ADD's Obligations:

1. Fund $61,128.10 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

VDD's Obligations:

1. Fund $310,778.80 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Pay $155,389.40 by June 30, 2026 and then pay the remaining outstanding balance based upon proportionate responsibility no later than June 30, 2027.

Lake Jackson's Obligations:

1. Fund $201,811.32 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Clute's Obligations:

1. Fund $39,866.15 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Holiday Lakes' Obligations:

1. Fund $10,000.00 of the approximate $1,275,781.50 plus estimated design fee as part of the local match. This amount will be the total obligation and is not subject to the proportionate responsibility section provided below.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Bailey's Prairie's Obligations:

1. Fund $10,000.00 of the approximate $1,275,781.50 plus estimated design fee as part of the local match. This amount will be the total obligation and is not subject to the proportionate responsibility section provided below
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Proportionate Responsibility:

Each Party to this agreement will be responsible for its proportionate responsibility for the Grant required matching funds. Exhibit "A" is a map identifying each Party's area of the Project. Exhibit B is a chart setting forth approximate financial participation of each Party. The above amounts are estimations and the actual costs of the project will be unknown until completed and closed out. The financial audit for the cost of the Project shall be performed by the County. Upon 30-days of completion of financial audit, the County will provide the Parties a copy of the audit and each Parties actual costs. Any paid overages will be refunded. Any amounts due will be invoiced to be paid within 30 days of invoicing.

County, Richwood, VDD, ADD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie desire to cause to have the Project completed on behalf of all Parties for purposes of public safety.

Any Party paying for the performance of governmental functions or services hereunder must make the payment(s) from current revenues available to such party.

By this Agreement the Parties assume no obligation, duty, or other responsibility with regard to any governmental function or service for which another Party hereto is responsible. In addition, the parties assume no legal liability for the actions of any other Party hereto through the execution of this Agreement or performance of any obligations hereunder. No Party to this Agreement shall have any liability for the actions or omissions of the officers, employees, contractors, or agents of any other Party hereto and each Party is solely responsible for the actions and omissions of its own officers, employees, contractors, and agents.

This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Brazoria County, Texas.

Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie or their respective officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

This Agreement constitutes the entire agreement of the Parties hereto with respect to the Project and supersedes any other oral or written understandings or agreements. This Agreement may not be modified or amended except by a written agreement duly executed by all Parties hereto.

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.

This Agreement may not be assigned, in whole or in part, without the prior written consent of all Parties hereto.

The term of this Agreement shall begin on the date of last execution below and shall terminate when all of the Parties' respective obligations hereunder have been performed, unless terminated earlier by mutual written agreement of the Parties.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties hereto.

Executed this _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

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

Date signed: _____

CITY OF RICHWOOD, TEXAS

By:_____
Eric Foerster
City Manager

Date signed: _____

ANGLETON DRAINAGE DISTRICT

By:_____

VELASCO DRAINAGE DISTRICT

By:_____

Print Name:_____
Title:_____

Date signed: _____

Print Name:_____
Title:_____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: _____
Title: _____

Date signed: _____

CITY OF CLUTE

By: _____
Print Name: _____
Title: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

By: _____
Print Name: _____
Title: _____

Date signed: _____

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: _____
Title: _____

Date signed: _____

11.4.25

	Funding	NRCS	Project Sponsors	1 mile cost
		NRCS	Local Sponsor	Cost per 1 Mile
Construction Funding	$5,103,126.00	$ 3,827,344.50	$ 1,275,781.50	$ 26,701.16
Design Funding	$ 383,000.00	$ 383,000.00	$ 417,378.28	$ 8,735.42
Total Funding	**$5,486,126.00**	**$ 4,210,344.50**	**$ 1,693,159.78**	$ 35,436.58

Oyster Creek

Section	Jurisdiction/%	Mileage	Total Design Fee $	Total Construction Fee $	Total Fee $	BC	HL	BP	ADD	LJ	CL	VDD	RI	BC	HL	BP	ADD	LJ	CL	VDD	RI
A	BC/100	5.33	$ 46,559.78	$ 142,317.19	$ 188,876.97	$ 46,559.78	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 142,317.19	$ -	$ -	$ -	$ -	$ -	$ -	$ -
B	BC/83, HL/17	1.49	$ 13,015.77	$ 39,784.73	$ 52,800.50	$ 9,761.83	$ 3,253.94	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,038.67	$ 6,746.06	$ -	$ -	$ -	$ -	$ -	$ -
C	BC/100	5.57	$ 48,656.28	$ 148,725.47	$ 197,381.75	$ 48,656.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 148,725.47	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D	BC/94, BP/6	4.42	$ 38,610.55	$ 118,019.13	$ 156,629.68	$ 38,610.55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 108,019.14	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -
E	BC/100	6.15	$ 53,722.82	$ 164,212.14	$ 217,934.97	$ 53,722.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,212.14	$ -	$ -	$ -	$ -	$ -	$ -	$ -
F	BC/50, ADD/50	1.34	$ 11,705.46	$ 35,779.56	$ 47,485.02	$ 5,852.73	$ -	$ -	$ 5,852.73	$ -	$ -	$ -	$ -	$ 17,889.78	$ -	$ -	$ 17,889.78	$ -	$ -	$ -	$ -
G	BC/50, LJ/50	2.36	$ 20,615.59	$ 63,014.74	$ 83,630.33	$ 10,307.79	$ -	$ -	$ -	$ 10,307.79	$ -	$ -	$ -	$ 31,507.37	$ -	$ -	$ -	$ 31,507.37	$ -	$ -	$ -
H	BC/25, LJ/50, VDD/25	2.94	$ 25,682.13	$ 78,501.42	$ 104,183.54	$ 6,420.53	$ -	$ -	$ -	$ 12,841.06	$ -	$ 6,420.53	$ -	$ 19,625.35	$ -	$ -	$ -	$ 39,250.71	$ -	$ 19,625.35	$ -
I	LJ/50, VDD/50	4.10	$ 35,815.21	$ 109,474.76	$ 145,289.98	$ -	$ -	$ -	$ -	$ 17,907.61	$ -	$ 17,907.61	$ -	$ -	$ -	$ -	$ -	$ 54,737.38	$ -	$ 54,737.38	$ -
J	LJ/25, VDD/50, CL/25	0.41	$ 3,581.52	$ 10,947.48	$ 14,529.00	$ -	$ -	$ -	$ -	$ 895.38	$ 895.38	$ 1,790.76	$ -	$ -	$ -	$ -	$ -	$ 2,736.87	$ 2,736.87	$ 5,473.74	$ -
K	LJ/50, VDD/50	1.12	$ 9,783.67	$ 29,905.30	$ 39,688.97	$ -	$ -	$ -	$ -	$ 4,891.83	$ -	$ 4,891.83	$ -	$ -	$ -	$ -	$ -	$ 14,952.65	$ -	$ 14,952.65	$ -
L	LJ/25, VDD/50, RI/25	1.33	$ 11,618.11	$ 35,512.54	$ 47,130.65	$ -	$ -	$ -	$ -	$ 2,904.53	$ -	$ 5,809.05	$ 2,904.53	$ -	$ -	$ -	$ -	$ 8,878.14	$ -	$ 17,756.27	$ 8,878.14
M	CL/25, VDD/50, RI/25	1.46	$ 12,753.71	$ 38,983.70	$ 51,737.41	$ -	$ -	$ -	$ -	$ -	$ 3,188.43	$ 6,376.86	$ 3,188.43	$ -	$ -	$ -	$ -	$ -	$ 9,745.92	$ 19,491.85	$ 9,745.92
N	BC/25, VDD/50, CL/25	0.54	$ 4,717.13	$ 14,418.63	$ 19,135.75	$ 1,179.28	$ -	$ -	$ -	$ -	$ 1,179.28	$ 2,358.56	$ -	$ 3,604.66	$ -	$ -	$ -	$ -	$ 3,604.66	$ 7,209.31	$ -
O	BC/50, VDD/50	2.91	$ 25,420.07	$ 77,700.38	$ 103,120.45	$ 12,710.03	$ -	$ -	$ -	$ -	$ -	$ 12,710.03	$ -	$ 38,850.19	$ -	$ -	$ -	$ -	$ -	$ 38,850.19	$ -
P	BC/25, VDD/50, CL/25	2.09	$ 18,257.02	$ 55,805.43	$ 74,062.45	$ 4,564.26	$ -	$ -	$ -	$ -	$ 4,564.26	$ 9,128.51	$ -	$ 13,951.36	$ -	$ -	$ -	$ -	$ 13,951.36	$ 27,902.71	$ -
Subtotal1 =		**43.56**	**$ 380,514.82**	**$ 1,163,102.60**	**$ 1,543,617.41**	**$ 238,345.88**	**$ 3,253.94**	**$ -**	**$ 5,852.73**	**$ 49,748.21**	**$ 9,827.35**	**$ 67,393.75**	**$ 6,092.95**	**$ 721,741.32**	**$ 6,746.06**	**$ 10,000.00**	**$ 17,889.78**	**$ 152,063.12**	**$ 30,038.81**	**$ 205,999.46**	**$ 18,624.06**

Bastrop Bayou

Section	Jurisdiction/%	Mileage	Total Design Fee $	Total Construction Fee $	Total Fee $	BC	HL	BP	ADD	LJ	CL	VDD	RI	BC	HL	BP	ADD	LJ	CL	VDD	RI
1	BC/25, RI/25, ADD/25, VDD/25	4.22	$ 36,863.46	$ 112,678.90	$ 149,542.37	$ 9,215.87	$ -	$ -	$ 9,215.87	$ -	$ -	$ 9,215.87	$ 9,215.87	$ 28,169.73	$ -	$ -	$ 28,169.73	$ -	$ -	$ 28,169.73	$ 28,169.73
Subtotal2 =		**4.22**	**$ 36,863.46**	**$ 112,678.90**	**$ 149,542.37**	**$ 9,215.87**	**$ -**	**$ -**	**$ 9,215.87**	**$ -**	**$ -**	**$ 9,215.87**	**$ 9,215.87**	**$ 28,169.73**	**$ -**	**$ -**	**$ 28,169.73**	**$ -**	**$ -**	**$ 28,169.73**	**$ 28,169.73**

Total =	47.78	$ 417,378.28	$ 1,275,781.50	$ 1,693,159.78	$247,561.75	$ 3,253.94	$-	$ 15,068.60	$ 49,748.21	$ 9,827.35	$ 76,609.62	$ 15,308.82	$ 749,911.04	$ 6,746.06	$10,000.00	$ 46,059.50	$ 152,063.12	$30,038.81	$234,169.19	$46,793.79

BC: Brazoria County total contribution =	$ 997,472.79
HL: Town of Holiday Lakes total contribution =	$ 10,000.00
BP: Village of Baileys Prairie total contribution =	$ 10,000.00
ADD: Angleton Draiange District	$ 61,128.10
Lj: City of Lake Jackson total contribution =	$ 201,811.32
CL: City of Clute total contribution =	$ 39,866.15
VDD: Velasco Draiange District total contribution =	$ 310,778.80
RI: City of Richwood total contribution =	$ 62,102.61

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **7/8/2025**

Authorization of Grant Award Acceptance for Debris Removal Along Oyster Creek and Bastrop Bayou

Approve the Notice of Grant and Agreement Award with the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the “NRCS” to provide technical and financial assistance to Brazoria County, hereinafter referred to as the “Sponsor”, for EWP Project #5118 as detailed in the attached document and described as: DSR 48-14-24-5118-002 debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, Brazoria County, Texas.

Whereas, Total Estimated Project Budget: $5,486,126.00

The budget includes:

- Financial Assistance (FA) Costs:
  - Construction Costs (75% NRCS $3,827,344.50 + 25% Sponsor $1,275,781.50): $5,103,126.00
  - Technical Assistance (TA) Costs: 100% NRCS (up to total construction cost): $383,000.00

Whereas, the Court approves utilization of Road & Bridge funds in the respective fiscal year for the County’s 25% required share of construction cost, plus any technical and administrative cost exceeding the NRCS contribution.

Further, that the County Judge be authorized to sign any and all documents relating to the project following review by the District Attorney’s Office and a certified copy of this court order be furnished to the Engineering Department.

Updated Order read in Court

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **12/9/2025**

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

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section §251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

VILLAGE OF JONES CREEK
Culvert Set - 6502 Live Oak
Culvert Set - 211 Live Oak
Culvert Set - 600 Live Oak

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: 11/20/2025

Jone Creek Permit No.

Contact Name
Lauren Grayson

Inspection Address
6502 Live Oak Dr.
Jones Creek, Texas 77541

Contact Phone & Email
979-233-2700

Comments: 1 row of 24" tin horn switched to 24"feet RCP @ address 6502 Live Oak Drive Frontage from SH 36 2586'

If you have any questions or concerns requarding this request, please feel free to reach out to me.

Thank yo

Lauren Gr

citysecretary@jone

Village of Jones Cree

5/4

AGREED _____
Brazoria County Engineer
Date Approved 12-9-25 Date Completed _____
WO# _____
COMMENTS

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: 11/20/2025

Jone Creek Permit No.

Contact Name
Lauren Grayson

Inspection Address
211 Live Oak Dr
Jones Creek, Texas 77541

Contact Phone & Email
979-233-2700

Comments: Triple row of plastic pipe switched to triple row of RCP 18 inch x 32 ft @ address 211 Live Oak Drive Frontage from SH 36 1,125'

If you have any questions or concerns requarding this request, please feel free to reach out to me.

Thank yo
Lauren Gr
citysecretary@jone
Village of Jones Creek

S/4

AGREED _____
Brazoria County Engineer
Date Approved 12-9-25 Date Completed _____
WO# _____
COMMENTS

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: 11/20/2025

Jone Creek Permit No.

Contact Name
Lauren Grayson

Inspection Address
600 Live Oak Dr.
Jones Creek, Texas 77541

Contact Phone & Email
979-233-2700

Comments: 1 row of 24" tin horn switched to 24"feet RCP @ address 600 Live Oak Drive Frontage from SH 36 2510'

If you have any questions or concerns requarding this request, please feel free to reach out to me.

Thank yo
Lauren Gr
citysecretary@jone
Village of Jones Cree

5/4

AGREED _____
Brazoria County Engineer
Date Approved 12-9-25 Date Completed _____
WO# _____
COMMENTS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **12/9/2025**

Replat of Peregrine Subdivision - Abstract 29 (Precinct 1)

That the Court accept the Replat of Peregrine Subdivision - Abstract 29, being a tract of land containing 9 lots and 663.61 linear feet, and being out of a 24.153 acre tract of land and a 25.037 acre tract of land, more or less, known as lots 28A1- 28C1, 29, 29A, both out of S.F. Austin Peninsular League, Abstract 29, Brazoria County, Texas, as recorded under County Clerk's File No. 1993-019891 in the Official Public Records of Brazoria County, Texas; and

Further, said Plat is accompanied by current tax certificates from the Brazoria County Tax Office and Certificate of Ownership showing Peregrine Home Owners Association holding title to all tracts; and

Further, said Plat is accompanied by a Letter of No Objection from the Brazoria County Environmental Health Department and Signed by Velasco Drainage District No. 2.

Access is provided by existing County Maintained Roads.

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

September 17, 2025

Brazoria County Engineering
C/O Plat Review
451 N Velasco, Suite 230
Angleton, TX 77515

RE: Plat Review
Subdivision Name (if applicable): Peregrine Subdivision Plat
Legal Description of Property: A0029 S F AUSTIN TRACT 29A (SD TR 2) ACRES 23.935
A0029 S F AUSTIN TRACT 29 (SD TR 2) ACRES 23.051
PEREGRIN TOWNHOUSES (A0029 S F AUSTIN), LOT 28A1-28C (COMMON AREA) ACRES 7.100
Site Address of Property: County Road 257 Freeport, TX 77541 PID 151630, 151629 & 238264

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced survey plat 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 preliminary plat proposes to create 9 lots from Tracts 29 and Tract 29A and adjusting a line from Tract 28C. The survey includes Lot 1 1.100-acres, Lots 2-7 1.101-acres, Lot 8 8.304-acres (includes the OSSF and disposal for Peregrine HOA Townhomes) and Lot 9 33.129-acres. An OSSF feasibility study was included to show support for OSSF installations of Lots 1-7. 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 as A0029 S F AUSTIN TRACT 29A (SD TR 2) ACRES 23.935, A0029 S F AUSTIN TRACT 29 (SD TR 2) ACRES 23.051 and PEREGRIN TOWNHOUSES (A0029 S F AUSTIN), LOT 28A1-28C (COMMON AREA)ACRES 7.100 in Brazoria County, Texas.

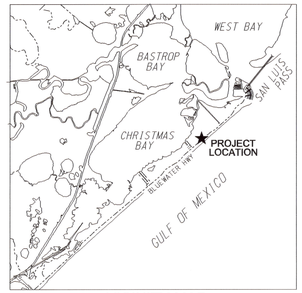
Sincerely,

Jodie Vice

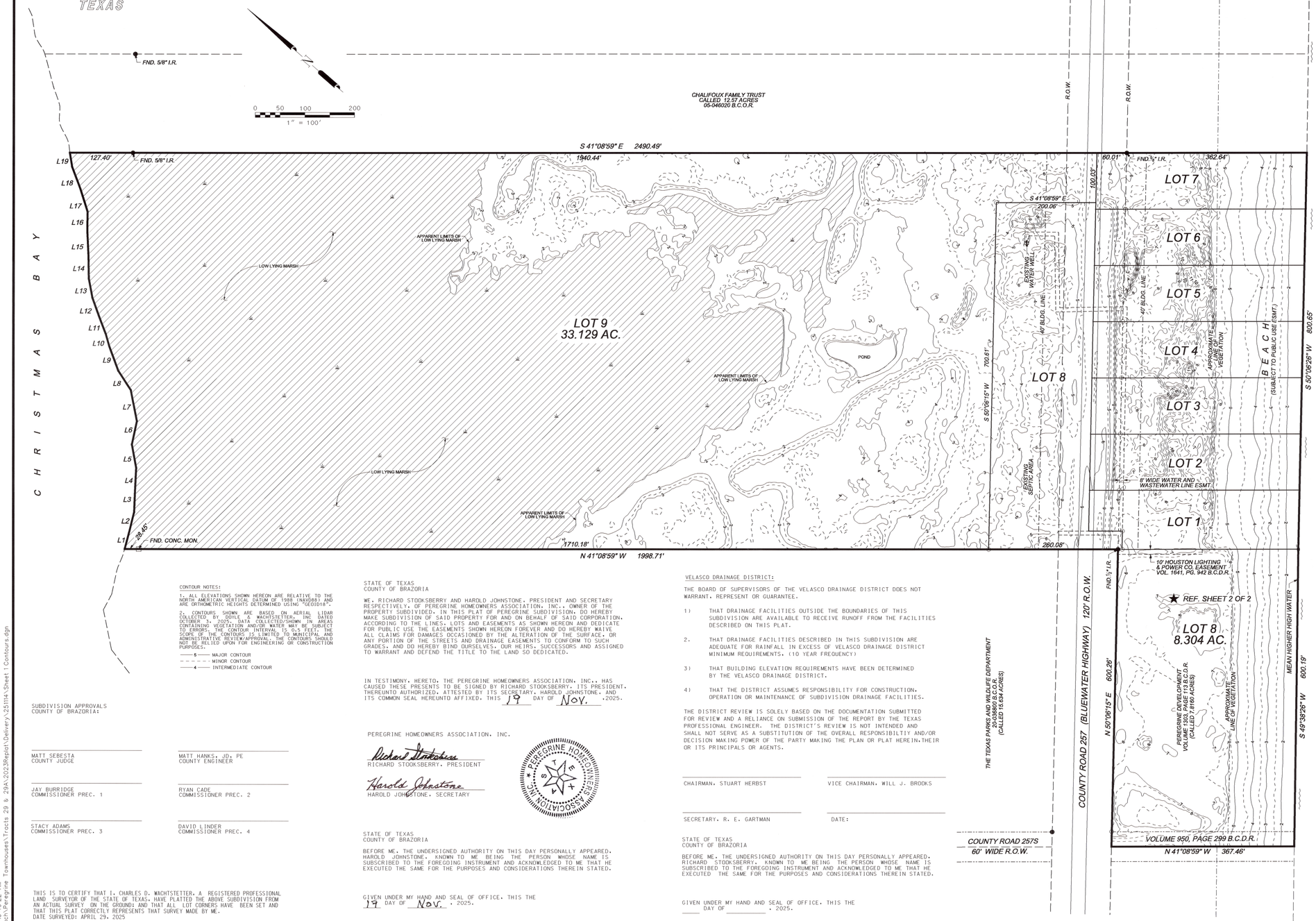
Jodie Vice, DR #OS0024815
Director
Brazoria County Environmental Health

BRAZORIA COUNTY
TEXAS

STEPHEN F. AUSTIN PENINSULA LEAGUE
ABSTRACT 29



VICINITY MAP



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°29'15" E	38.37'
L2	N 63°05'13" E	38.88'
L3	N 50°46'08" E	42.34'
L4	N 51°44'48" E	47.19'
L5	N 38°37'01" E	47.95'
L6	N 60°42'21" E	47.94'
L7	N 37°44'04" E	64.05'
L8	N 16°06'49" E	46.76'
L9	N 28°33'18" E	52.23'
L10	N 33°25'13" E	25.50'
L11	N 27°47'54" E	38.43'
L12	N 29°01'08" E	39.94'
L13	N 38°04'55" E	39.40'
L14	N 47°27'02" E	45.99'
L15	N 46°16'49" E	48.00'
L16	N 49°10'03" E	41.50'
L17	N 31°31'15" E	47.70'
L18	N 28°22'50" E	47.77'
L19	N 39°17'45" E	28.89'

GENERAL NOTES:

1. ALL BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF= 0.999875831)
3. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY NOT SHOWN HEREON.
4. THE MEAN HIGHER HIGH WATER LINE OF THE GULF OF MEXICO AND CHRISTMAS BAY ARE BASED ON TIDAL BENCHMARK 877M 1972.
5. THERE IS A 10' WIDE BUILDING SET-BACK ALONG THE SIDE LINES OF ALL LOTS AND A 40' BUILDING SET-BACK ALONG COUNTY ROAD 257.
6. THIS PROPERTY LIES WITHIN THE LIMITS OF ZONE AE PER FEMA FIRM MAP 48039C0675K AND IS PARTIALLY SITUATED IN A COASTAL BARRIER RESOURCE AREA.
7. ○ DENOTES A SET 5/8" IRON ROD WITH A CDW 4547 CAP.
8. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

CONTOUR NOTES:

1. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE ORTHOMETRIC HEIGHTS DETERMINED USING "GEOID18".
2. CONTOURS SHOWN ARE BASED ON AERIAL LIDAR COLLECTED BY DOYLE & WACHTSTETTER, INC. DATED OCTOBER 2024. AREAS CONTAINING VEGETATION AND/OR WATER MAY BE SUBJECT TO ERRORS. THE CONTOUR INTERVAL IS 0.5 FEET. THE SCOPE OF THE CONTOURS IS LIMITED TO MUNICIPAL AND ADMINISTRATIVE REVIEW/APPROVAL. THE CONTOURS SHOULD NOT BE RELIED UPON FOR ENGINEERING OR CONSTRUCTION PURPOSES.

——5—— MAJOR CONTOUR
- - - - - MINOR CONTOUR
——4—— INTERMEDIATE CONTOUR

SUBDIVISION APPROVALS
COUNTY OF BRAZORIA:

MATT SEBESTA
COUNTY JUDGE

MATT HANKS, JD, PE
COUNTY ENGINEER

JAY BURRIDGE
COMMISSIONER PREC. 1

RYAN CADE
COMMISSIONER PREC. 2

STACY ADAMS
COMMISSIONER PREC. 3

DAVID LINDER
COMMISSIONER PREC. 4

THIS IS TO CERTIFY THAT I, CHARLES D. WACHTSTETTER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL LOT CORNERS HAVE BEEN SET AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.
DATE SURVEYED: APRIL 29, 2025

STATE OF TEXAS
REGISTERED
CHARLES D. WACHTSTETTER
4547
LAND SURVEYOR

CHARLES D. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, RICHARD STOOKSBERRY AND HAROLD JOHNSTONE, PRESIDENT AND SECRETARY RESPECTIVELY, OF PEREGRINE HOMEOWNERS ASSOCIATION, INC., OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF PEREGRINE SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE THE EASEMENTS SHOWN HEREON FOREVER AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS AND DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

IN TESTIMONY, HERETO, THE PEREGRINE HOMEOWNERS ASSOCIATION, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY RICHARD STOOKSBERRY, ITS PRESIDENT, THEREUNTO AUTHORIZED, ATTESTED BY ITS SECRETARY, HAROLD JOHNSTONE, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS 19 DAY OF Nov., 2025.

PEREGRINE HOMEOWNERS ASSOCIATION, INC.

Richard Stooksberry
RICHARD STOOKSBERRY, PRESIDENT

Harold Johnstone
HAROLD JOHNSTONE, SECRETARY

PEREGRINE HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, HAROLD JOHNSTONE, KNOWN TO ME BEING 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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE
19 DAY OF Nov., 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES June 4, 2029

NOTARY

TY WISECUP
Notary ID #135518406
My Commission Expires
June 4, 2029

VELASCO DRAINAGE DISTRICT:

THE BOARD OF SUPERVISORS OF THE VELASCO DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE.

1) THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THIS SUBDIVISION ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED ON THIS PLAT.

2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS SUBDIVISION ARE ADEQUATE FOR RAINFALL IN EXCESS OF VELASCO DRAINAGE DISTRICT MINIMUM REQUIREMENTS. (10 YEAR FREQUENCY)

3) THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE VELASCO DRAINAGE DISTRICT.

4) THAT THE DISTRICT ASSUMES RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT REVIEW IS SOLELY BASED ON THE DOCUMENTATION SUBMITTED FOR REVIEW AND A RELIANCE ON SUBMISSION OF THE REPORT BY THE TEXAS PROFESSIONAL ENGINEER. THE DISTRICT'S REVIEW IS NOT INTENDED AND SHALL NOT SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILTIY AND/OR DECISION MAKING POWER OF THE PARTY MAKING THE PLAN OR PLAT HEREIN. THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, STUART HERBST

VICE CHAIRMAN, WILL J. BROOKS

SECRETARY, R. E. GARTMAN

DATE:

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, RICHARD STOOKSBERRY, KNOWN TO ME BEING 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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE
____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____, ____

NOTARY

OWNER:
PEREGRINE HOMEOWNERS ASSOCIATION, INC.
AND PEREGRINE DEVELOPMENT
10202 BLUEWATER HIGHWAY
FREEPORT, TX 77541
(979) 239-1515

SURVEYOR:
DOYLE & WACHTSTETTER, INC.
131 COMMERCE STREET
CLUTE, TX 77531
(979) 265-3622

PEREGRINE SUBDIVISION

A 9 LOT SUBDIVISION OF 49.141 ACRES

OUT OF A

CALLED 23.051 ACRE TRACT AND A CALLED 23.935 ACRE TRACT

CONVEYED TO

PEREGRINE HOMEOWNERS ASSOCIATION, INC.

IN

COUNTY CLERK'S FILE 93-019891

OF THE

BRAZORIA COUNTY OFFICIAL RECORDS

AND A CALLED 7.8160 ACRE TRACT

CONVEYED TO

PEREGRINE DEVELOPMENT

IN VOLUME 1303, PAGE 113

OF THE

BRAZORIA COUNTY DEED RECORDS

SITUATED IN THE

STEPHEN F. AUSTIN PENINSULA LEAGUE ABSTRACT 29

BRAZORIA COUNTY, TEXAS

AUGUST 2025

SHEET 1 OF 2

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FIRM: 10024500 FAX: 979.265.9940

USER: Untitled Workspace TIME: 10:49:22 AM
DATE: 11/14/2025
DGN: I:\Boundary\San Luis Beach Peregrine Townhouses\Tracts 29 & 29A\2023\Replat\Deliverys\251114\Sheet 1 Contours.dgn

BRAZORIA COUNTY
TEXAS

CONTOUR NOTES:

1. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE ORTHOMETRIC HEIGHTS DETERMINED USING "GEOID18".

2. CONTOURS SHOWN ARE BASED ON AERIAL LIDAR COLLECTED BY DOYLE & WACHTSTETTER, INC. DATED OCTOBER 3, 2025. DATA COLLECTED/SHOWN IN AREAS CONTAINING VEGETATION AND/OR WATER MAY BE SUBJECT TO ERRORS. THE CONTOUR INTERVAL IS 0.5 FEET. THE SCOPE OF THE CONTOURS IS LIMITED TO MUNICIPAL AND ADMINISTRATIVE REVIEW/APPROVAL. THE CONTOURS SHOULD NOT BE RELIED UPON FOR ENGINEERING OR CONSTRUCTION PURPOSES.

—5— MAJOR CONTOUR
- - - - - MINOR CONTOUR
—4— INTERMEDIATE CONTOUR

0 25 50 100
1" = 50'

COUNTY ROAD 257S 60' WIDE R.O.W.

TEXAS PARKS AND WILDLIFE DEPT.
CALLED 15.634 ACRES
20-036806 B.C.O.R.

STEPHEN F. AUSTIN PENINSULA LEAGUE
ABSTRACT 29

POND

LOT 9
33.129 ACRES

S 50°06'15" W 700.61'

LOT 8
8.304 ACRES

(EXISTING SEPTIC AREA)

WATER WELL

40' BLDG. LINE

N 47°54'14" E 152.87'

18.01'
S 51°18'52" W

N 40°19'12" W 51.83'

N 41°08'59" W 200.05'

N 41°08'59" W 140.06'

N 41°08'59" W 260.08'

FND.⅝" I.R.

R.O.W.

60.01'

COUNTY ROAD 257 (BLUEWATER HIGHWAY) 120' R.O.W. EASEMENT VOLUME 821, PAGE 639 B.C.D.R.

S 50°06'15" W 663.61'

100.04'

82.35' 113.55' 113.55' 113.55' 113.55' 113.55' 113.55'

PROPOSED DRIVE

8' WIDE WATER AND WASTEWATER LINE ESMT.

22.06'

N 41°08'59" W 68.01'

N 50°06'15" E 600.26'

37.00'
N 50°05'13" E

10' HOUSTON LIGHTING & POWER CO.
VOLUME 1641, PAGE 942 B.C.D.R.

VOLUME 950, PAGE 299 B.C.D.R.

N 41°08'59" W 387.46'

133.2' 133.1' 72.6'

BLOCK 4 BLOCK 3 BLOCK 2 BLOCK 1

LOT 8

161.6'

50.7'

APPROXIMATE LINE OF VEGETATION

LOT 1
1.100 ACRE

LOT 2
1.101 ACRE

LOT 3
1.101 ACRE

LOT 4
1.101 ACRE

LOT 5
1.101 ACRE

LOT 6
1.101 ACRE

LOT 7
1.101 ACRE

150.00'

S 41°08'59" E 422.60' 422.61' 422.62' 422.63' 422.63' 422.64' 422.65'

S 41°08'59" E 354.59'

195.68'

CHALIFOUX FAMILY TRUST
CALLED 12.57 ACRES
05-046020 B.C.O.R.

APPROXIMATE LINE OF VEGETATION

FND.⅝" I.R.

B E A C H
(SUBJECT TO PUBLIC USE ESMT.)

MEAN HIGHER HIGH WATER

119.35' 113.55' 113.55' 113.55' 113.55' 113.55' 113.55'

S 49°38'26" W 600.19'

S 50°06'26" W 800.65'

NOTE: BLOCKS 1 THROUGH 4 OF PEREGRINE TOWNHOUSES AS RECORDED IN VOLUME 1295, PAGE 689 OF THE BRAZORIA COUNTY DEED RECORDS ARE EXCLUDED FROM THE HEREIN SUBDIVISION PLAT.

G U L F O F M E X I C O

SHEET 2 OF 2

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FIRM: 10024500 FAX: 979.265.9940

USER: Untitled Workspace
DATE: 10/14/2025 TIME: 10:50:23 AM
C:\DGN\Boundary\San Luis Beach\Peregrine Townhouses\Tracts 29 & 29A\2023Replat\Delivery\25114\Sheet 2 Contours.dgn

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
70790000000

Statement Date:	08/26/2025
Owner:	PEREGRINE HOMEOWNERS ASSN
Mailing Address:	10202 BLUEWATER HWY FREEPORT TX 77541

Property Location: 0010202 COUNTY ROAD 257
Legal: PEREGRIN TOWNHOUSES (A0029 S F AUSTIN) LOT 28A1-28C (COMMON AREA) ACRES 7.100

TAX CERTIFICATE FOR ACCOUNT : 70790000000
AD NUMBER: 238264
GF NUMBER:
CERTIFICATE NO : 3573377

FEE : $10.00
DATE : 8/26/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 53,960

EXEMPTIONS:

REQUESTED BY
PEREGRINE HOMEOWNERS ASSN

10202 BLUEWATER HWY
FREEPORT TX 77541

TAX UNIT

BRAZORIA COUNTY
BRAZOSPORT COLLEGE
BRAZOSPORT ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
VELASCO DRAINAGE DIST. NO 2

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 70790000000

CERTIFICATE NO : 3573377

TOTAL CERTIFIED TAX DUE 8/2025 : **$0.00**

Signature of Authorized officer of collection office

08/26/25
Date

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
00290050000

Statement Date:	08/26/2025
Owner:	PEREGRINE HOMEOWNERS ASSN
Mailing Address:	10202 BLUEWATER HWY FREEPORT TX 77541

Property Location: COUNTY ROAD 257
Legal: A0029 S F AUSTIN TRACT 29A (SD TR 2) ACRES 23.935

TAX CERTIFICATE FOR ACCOUNT : 00290050000
AD NUMBER: 151630
GF NUMBER:
CERTIFICATE NO : 3573378

FEE : $10.00
DATE : 8/26/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 181,140

EXEMPTIONS:

REQUESTED BY
PEREGRINE HOMEOWNERS ASSN

10202 BLUEWATER HWY
FREEPORT TX 77541

TAX UNIT

BRAZORIA COUNTY
BRAZOSPORT COLLEGE
BRAZOSPORT ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
VELASCO DRAINAGE DIST. NO 2

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 00290050000

CERTIFICATE NO : 3573378

TOTAL CERTIFIED TAX DUE 8/2025 : **$0.00**

Ashley Travelstead 08/26/25

Signature of Authorized officer of collection office

Date

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
00290049000

Statement Date:	08/26/2025
Owner:	PEREGRINE HOMEOWNERS ASSN
Mailing Address:	10202 BLUEWATER HWY FREEPORT TX 77541

Property Location: COUNTY ROAD 257
Legal: A0029 S F AUSTIN TRACT 29 (SD TR 2) ACRES 23.051

TAX CERTIFICATE FOR ACCOUNT : 00290049000
AD NUMBER: 151629
GF NUMBER:
CERTIFICATE NO : 3573379

FEE : $10.00
DATE : 8/26/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 181,060

EXEMPTIONS:

REQUESTED BY
PEREGRINE HOMEOWNERS ASSN

10202 BLUEWATER HWY
FREEPORT TX 77541

TAX UNIT

BRAZORIA COUNTY
BRAZOSPORT COLLEGE
BRAZOSPORT ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
VELASCO DRAINAGE DIST. NO 2

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 00290049000

CERTIFICATE NO : 3573379

TOTAL CERTIFIED TAX DUE 8/2025 : **$0.00**

Ashley Travelstead 08/26/25

Signature of Authorized officer of collection office

Date

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

Original Receipt

Property Account Number:
70790000000

Statement Date: 8/26/25
Owner: PEREGRINE HOMEOWNERS ASSN
Mailing Address: 10202 BLUEWATER HWY
FREEPORT TX 77541

Property Location: 0010202 COUNTY ROAD 257
Acres: 7.1
Legal: PEREGRIN TOWNHOUSES (A0029 S F AUSTIN)
LOT 28A1-28C (COMMON AREA)
ACRES 7.100

Exemptions:
Receipt #: 3573383

Deposit #: 202508266415-2024/AdleyT@brazo

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER $100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID

CERTIFICATE **$10.00**
TOTAL PAID **$10.00**

Remitted By: PEREGRINE HOMEOWNERS ASSN
10202 BLUEWATER HWY
FREEPORT TX 77541

Payment Type: CHECK
Reference # 44762

Remaining Amount Due As of 8/26/25
0.00

Receipt 8/26/25

PEREGRINE HOMEOWNERS ASSN
10202 BLUEWATER HWY
FREEPORT TX 77541

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

Original Receipt

Property Account Number:
00290049000

Statement Date: 8/26/25
Owner: PEREGRINE HOMEOWNERS ASSN
Mailing Address: 10202 BLUEWATER HWY
FREEPORT TX 77541

Property Location: COUNTY ROAD 257
Acres: 23.051
Legal: A0029 S F AUSTIN TRACT 29 (SD TR 2) ACRES 23.051

Exemptions:
Receipt #: 3573384

Deposit #: 202508266415-2024/AdleyT@brazo

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER $100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID

CERTIFICATE	**$10.00**
TOTAL PAID	**$10.00**

Remitted By: PEREGRINE HOMEOWNERS ASSN
10202 BLUEWATER HWY
FREEPORT TX 77541

Payment Type: CHECK
Reference # 44762

Remaining Amount Due As of 8/26/25
0.00

Receipt 8/26/25

PEREGRINE HOMEOWNERS ASSN
10202 BLUEWATER HWY
FREEPORT TX 77541

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

Original Receipt

Property Account Number:
00290050000

Statement Date: 8/26/25
Owner: PEREGRINE HOMEOWNERS ASSN
Mailing Address: 10202 BLUEWATER HWY
FREEPORT TX 77541

Property Location: COUNTY ROAD 257
Acres: 23.935
Legal: A0029 S F AUSTIN TRACT 29A (SD TR 2) ACRES 23.935

Exemptions:
Receipt #: 3573385

Deposit #: 202508266415-2024/AdleyT@brazo

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER $100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID

CERTIFICATE	**$10.00**
TOTAL PAID	**$10.00**

Remitted By: PEREGRINE HOMEOWNERS ASSN
10202 BLUEWATER HWY
FREEPORT TX 77541

Payment Type: CHECK
Reference # 44762

Remaining Amount Due As of 8/26/25
0.00

Receipt 8/26/25

PEREGRINE HOMEOWNERS ASSN
10202 BLUEWATER HWY
FREEPORT TX 77541

7

93-019891

92600043
93030001

SPECIAL WARRANTY DEED

THE STATE OF TEXAS)
)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NationsBank of Texas, N.A., Independent Co-Executor of the Estate of Louis Pauls, Deceased and Trustee under the Will of Louis Pauls, Deceased and Louis Pauls, Jr., Independent Co-Executor of the Estate of Louis Pauls, Deceased ("Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to the undersigned, cash in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, subject to the hereinafter referred to reservations, exceptions and restrictions, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto Peregrine Home Owners Association, all of the following described real property in Brazoria County, Texas, to wit:

> A 24.153 acre tract of land and a 25.037 acre tract of land, more or less, both out of the S. F. Austin Peninsular League, Abstract 29, Brazoria County, Texas, and both tracts being more particularly described by metes and bounds on the Exhibit attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Grantee, its successors and assigns, forever. This conveyance is, however, subject to:

> Right-of-way conveyed to or reserved by Brazoria County, described in instrument recorded in Volume 821, Page 639 of the Deed Records and ratified by Volume 855, Page 343 of the Official Records of Brazoria County, Texas.
>
> Subject to any easements, rights-of-way, roadways, encroachments, etc. which a survey or physical inspection of the premises might disclose.

Reservation of minerals set forth in instrument recorded in Volume 571, Page 212 and Volume 572, Page 47 of the Deed Records of Brazoria County, Texas.

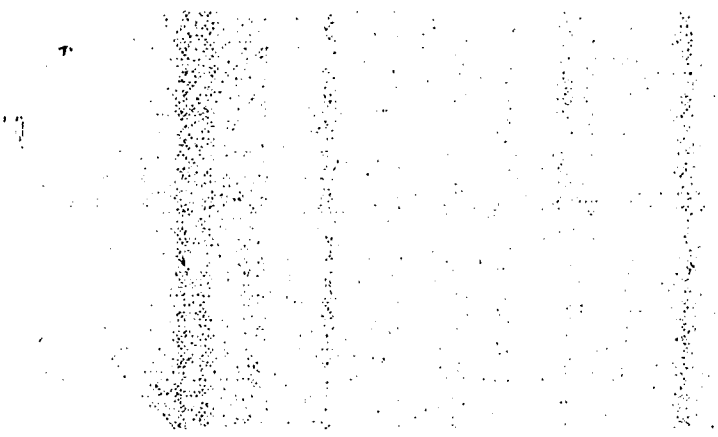
Easement rights of the public, if any, over the area between the line of vegetation and the Gulf of Mexico.

Any right, title, interest or claims (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

Grantors do hereby bind themselves and their heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise.

The property is sold as is, where is and with all faults. Grantors make no representation or warranty, whether expressed, implied or statutory, relating to the property or any portion thereof, or its condition, including, without limitation, any representation or warranty with respect to (i) the structural condition of the improvements, maintenance and repair or the need therefor or the existence of any defects, whether latent, patent, structural, functional, cosmetic or otherwise, (ii) environmental matters relating to the Property or any portion thereof

including, without limitation, the existence of any Hazardous Substances; (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting; (iv) whether or not and the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (v) drainage; (vi) soil conditions; (vii) usages of adjoining property; (viii) the infestation of the Property with insects, rodents or other pests, whether termites, carpenter ants, roaches, rats, ants or otherwise; (ix) zoning to which the Property or any portion thereof may be subject; (x) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric; (xi) access to the Property or any portion thereof; and (xii) the value, compliance with specifications, size, location, age, use, merchantability, design, quality, description, durability, operation or condition of the Property or any portion thereof, or suitability of the Property or a portion thereof for Grantee's purposes, or fitness for any use or purpose whatsoever. No representations or warranties have been made by Grantors that the condition or use of the Property is in compliance with any or all federal, state or local ordinances, rules, regulations or laws, building or zoning ordinances or other similar laws. Grantors further make no warranty of merchantability of fitness



for purpose in respect of the property; Grantee affirms that Grantee has not relied on Grantors' skill or judgment to select or furnish such property for any particular purpose, and that Grantors make no warranty that such property is fit for any particular purpose. Grantee agrees that it is not relying on any warranty or representation of Grantors or of any agent, officer, employee or representative of Grantors and that Grantee has satisfied itself as to all the foregoing matters.

EXECUTED this 19th day of April, 1993.

NationsBank of Texas, N.A., Independent Co-Executor of the Estate of Louis Pauls, Sr. and Trustee under the Will of Louis Pauls, Deceased

By: _____
Its: Gregory T. Mondshine, Vice President

_____
Louis Pauls, Jr.
Independent Co-Executor of the Estate of Louis Pauls, Sr.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 19th day of April, 1993, by Gregory T. Mondshine, Vice President of NationsBank of Texas, N.A., Independent Co-Executor of the Estate of Louis Pauls, Sr. and Trustee under the Will of Louis Pauls, Deceased.

CYNTHIA FARGO FISHER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 01-10-97

_____
Notary Public in and for the State of Texas

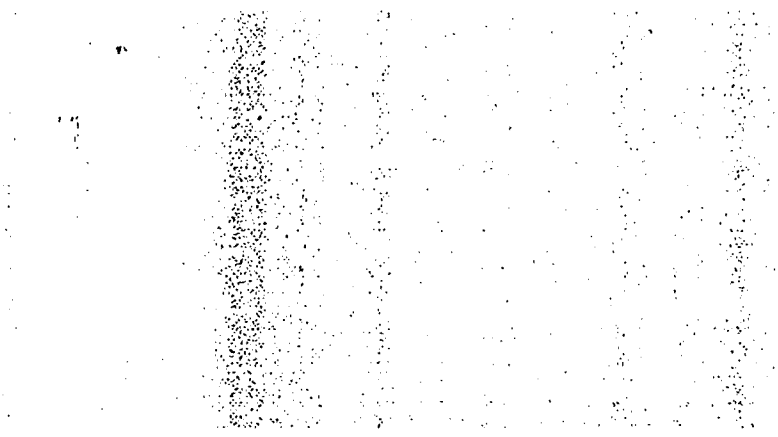
THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the _____ day of _____, 1993, by Louis Pauls, Jr., Independent Co-Executor of the Estate of Louis Pauls, Deceased.

_____
Notary Public in and for the
State of Texas

AFTER RECORDATION RETURN TO:

379:N_PAULS201.SH



A 24.153 ACRE TRACT OUT OF THE J. B. CASSIDY 2971.50 ACRE TRACT IN THE S. F. AUSTIN PENINSULAR LEAGUE, ABSTRACT 29, BRAZORIA COUNTY, TEXAS. SAID 24.153 ACRE TRACT BEING DESCRIBED AS FOLLOWS:

Beginning at the south corner of the tract herein described. Said beginning point is on the waters edge of the Gulf of Mexico at mean high tide, elevation 0.70 feet U. S. Coast & Geodetic Survey Datum, in accordance with a survey made in June, 1962 and occupies a position of X = 3,227,074.60 feet and Y = 460,574.29 feet, Texas Plane Coordinate System, South Central Zone;

Thence N 41° 09' W at 286.00 feet pass an iron rod, at 576.00 feet pass a concrete monument in the southeast right-of-way line of a 120 foot road, at 696.02 feet pass an iron rod in the northwest right-of-way line of said 120 foot road, at 2546.02 feet pass a concrete monument a total distance of 2653.40 feet to the waters edge of Oyster Bay and the west corner of the tract herein described. Said west corner occupies a position of X = 3,225,328.79 feet and Y = 462,572.03 feet;

Thence along the waters edge of Oyster Bay with the following meanders: N 66° 00' E 59.56 feet; N 47° 40' E 244.00 feet and N 23° 17' E 109.89 feet to the north corner of the tract herein described. Said north corner occupies a position of X = 3,225,606.98 feet and Y = 462,861.50 feet;

Thence S 41° 09' E at 100.97 feet pass a concrete monument, at 2000.97 feet pass an iron rod in the northwest right-of-way line of a 120 foot road, at 2120.99 feet pass a concrete monument in the southeast right-of-way line of said 120 foot road, at 2400.99 feet pass an iron rod a total distance of 2660.99 feet to the waters edge of the Gulf of Mexico, elevation 0.70 feet U. S. Coast & Geodetic Survey Datum, in accordance with a survey made in June, 1962;

THENCE South 44°56'29" West along said waters edge at 400.94 feet to the Place of Beginning, known as Tract 29.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.

Dolly Bailey
County Clerk of Brazoria Co., TX

PROPERTY EXHIBIT

FILED FOR RECORD
93 JUN -7 PM 3:59

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

DEED

VOL 855 PAGE 338

PARCEL SEVEN:

A tract of land containing 25.037 acres, more or less, out of the S. F. AUSTIN PENINSULAR LEAGUE, Abstract 29, Brazoria County, Texas, and described as follows:

BEGINNING at the South corner of the tract herein described, said beginning point is in the waters edge of the Gulf of Mexico at mean high tide, elevation 0.70 feet, U. S. Coast & Geodetic Survey Datum, in accordance with a survey made in June, 1962, and occupies a position of X = 3,227,357.78 feet Y = 460,858.05 feet;

THENCE North 41°09' West, at 260.0 feet pass an iron rod, at 540.0 feet pass a concrete monument set in the Southeast line of a 120 foot road, at 660.02 feet pass an iron rod in the Northwest line of said 120 foot road, at 2560.02 feet pass a concrete monument, in all a distance of 2660.99 feet to the waters edge of Oyster Bay for the West corner of this tract; said corner occupies the position of X = 3,225,606.98 feet, and Y = 462,861.50 feet;

THENCE with the waters edge of Oyster Bay, North 23°17' East, 166.11 feet, and North 36°07' East, 256.48 feet to the North corner of this tract; said corner occupies the position of X = 3,225,823.78 feet, and Y = 463,221.71 feet;

THENCE South 41°09' East at 137.83 feet pass a concrete monument, at 2137.83 feet pass an iron rod in the Northwest line of a 120 foot road, at 2257.85 feet pass a concrete monument in the Southeast line of said road, at 2797.85 feet pass an iron rod, in all a distance of 3039.85 to the waters edge of the Gulf of Mexico, elevation 0.70 feet, U. S. Coast Geodetic Survey Datum, in accordance with a survey made in June, 1962, for the East corner of this tract; said corner occupied the position of X = 3,227,646.21 feet and Y = 461,135.80 feet;

THENCE with the waters edge of the Gulf of Mexico, South 46°04'51" West, a distance of 400.47 feet to the Place of Beginning; and known as Tract 29A.

EXHIBIT "A"
Page 8

Deed 93-019891

MNGMT-PRES	3.00
RECORDING	13.00
TOTAL	16.00
FILE #	19891
CASH	16.00

DRAWER-A 1
0001 2127-0000 0477 6/ 7/93 4:11PM MON

3.00mP
13.00
16.00 BCAC

Return to Stewart Title Company
222 Kempner
Galveston TX 77550

Waters
26
2,067.16'
20.426 Ac
27
Edge
Jan 1954
2,324.60'
22.215 Ac
27A
COUNTY
ROAD
2495.83
N 41°09' W
700.62'
22.472 Ac
27B
SEE PG 16
2316.49'
28B
21.629 Ac
28B
BOAT RAMP
COUNTY ROAD
28
Waters Edge July, 1962
2597.92'
24.403 Ac
28A
2653.40'
24.153 Ac
29
2660.99'
25.037 Ac
29A
120'
2,769.65
25.724 Ac
29B
12.17 Ac
12.38 Ac
N41°09'W 2,839.41'
28.357 Ac
30

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **12/9/2025**

Beachfront Construction Permit - 12935 Gulf Beach Dr, Treasure Island, Freeport, Abstract 29 S.F. Austin Block 16 Lot 15 (Precinct 1)

The Brazoria County Flood Plain recommends that permission be granted for the beachfront construction certificate and dune protection of a single-family residence with unreinforced fibercrete paving beneath the habitable structure, a crushed concrete driveway, and a septic system. The proposed construction is located within and more than 200 feet landward of the line of vegetation, which is seaward side of the rock revetment in this area. According to the Bureau of Economic Geology, the area is stable.

- Based on the materials forwarded to our office for review, we have the following comments:

- Paving used under the habitable structure and for a driveway connecting the habitable structure and the street is limited to the use of unreinforced fibercrete in 4-foot by 4-foot sections, 4 inches thick, separated by expansion joints, or pervious materials. Areas beneath uncovered stairs is not within the footprint and must be paved.

- Since the proposed construction is located within 200 feet of the line of vegetation, the driveway width shall be limited to no more than the width necessary to service two vehicles, in that area 25 feet landward of the north toe of the dune to 200 feet landward of the line of vegetation. The use of permeable materials such as brick pavers, limestone, or gravel is recommended for drives or parking areas. The use of crushed concrete is permissible.

- Cisterns, septic tanks, and septic fields are prohibited from being constructed seaward of any structure serviced by the cisterns, septic tanks, and septic fields. As proposed, the septic system appears to comply with this requirement.

- The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County. To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construction seaward of the Building Setback Line exist. In this instance, practicable means available and capable of being done after taking into consideration existing building practices, site alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property.

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.

Further, that a certified copy of this order be returned to the Flood Plain Administrator.

JOE K. RIPPLE
FLOODPLAIN ADMINISTRATOR, CFM
VICKIE THOMAS
FLOODPLAIN / BUILDING PERMITS TECHNICIAN
MARTHA ELIZONDO
FLOODPLAIN / BUILDING PERMITS CLERK
MAVEL OLIVAREZ
FLOODPLAIN/BUILDING PERMITS OFFICE ASSISTANT, SR.



PHONE:
(979) 864-1295
(979) 388-1295
(281) 756-1295

BRAZORIA COUNTY

451 North Velasco, Suite #210
Angleton, Texas, 77515

November 6, 2025

Mei Ling Valdes
Planning, Permitting & Technical Services
Coastal Resources Division
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873

Re: Beach front construction application for 12935 Gulf Beach Dr, Freeport, TX.

Dear Ms. Valdes,

This application is for a residential structure with 1344 Square feet of living area with (3) bedrooms and (2) (0) Partial baths built upon pilings certified by a professional engineer.

After construction a final elevation certificate will be turned into this office to show compliance with County and FEMA elevation requirements.

This beachfront construction application does not include a walkover and it complies with and promotes Brazoria County's beach access policies and requirements, particularly the dune protection and beach access policies relation to public beach ingress/egress, off beach parking and avoidance of reduction in the size of the public beach due to erosion.

Sincerely,

Joe K. Ripple
Floodplain Department

Enclosures

BRAZORIA COUNTY
BUILDING PERMIT APPLICATION

Angleton 979-864-1295 **451 North Velasco, Suite 210, Angleton, TX 77515** Houston/Alvin 281-756-1295

OWNERSHIP INFORMATION:

Name: Laura Reichardt Phone: 214-228-3854

Current/Mailing Address: 7323 Park Lake Dr. (Street or PO Box) Dallas, TX. (City/State) 75230 (Zip Code)

Building Contractors Information: Steven Jones	Address: 13231 Gulf Beach 77541	Phone: 979 230 8270

LOCATION OF CONSTRUCTION:

Subdivision: Treasure Island

SITE ADDRESS (Where Structure Will Be Placed or Constructed)

Street Address: 12935 Gulf Beach City (required): Freeport

Section:	Block:	Lot:	Abstract No.:	Acreage:	PID #:
1	16	15	29	.11	257534

TYPE OF IMPROVEMENT Check Appropriate Box(es)	PROPOSED USE Fill Out and Check Any That Apply to Your Application	OWNERSHIP Check Appropriate Box(es) Fill Out *Cost & Sq. Ft.*	TYPE OF WATER SUPPLY Check Appropriate Box	TYPE OF SEWAGE DISPOSAL Check Appropriate Box(es)
☑ New Building ☐ Addition to Building ☐ Manufactured Home ☐ Mobile Home ☐ Residential RV ☐ Levee Construction ☐ Relocated Building - ☐ *Came from Outside County* ☐ ***Mobile Home Park*** **or** ***RV Park # of Spaces*** _____	☑ Residential Number of Bedrooms: 3 Number of Bathrooms: *Full* 2 *Partial* _____ ☑ One Family ☐ Multi Family – *# of Units:* _____ ☐ Non-Residential ☐ Commercial ☐ Other: _____ (Type of Building)	☑ Private (Individual, Corp, Non-Profit) ☐ Public (Federal, State, etc....) **Cost: $** 270K **Floor Area Sq. Ft. (including garage):** 1344 **sq. ft.**	☑ Public/Private Company ☐ Individual (Water Well)	☐ Public/Private Company ☑ Individual (Septic) Copy of Environmental Health Permit attached: ☑ Yes ☐ No #: 2025-578

Fee: Application fee of **$75.00** for Residential permits. If the property lies within the **Special Flood Hazard Area** of the County, an additional fee of **$0.04** per square foot for Inspection fees will be charged. A natural ground elevation certificate and copy of floor plan are also required for Flood Zone areas. Any application for property of less than ten (10) acres shall obtain an Environmental Permit approval before a County building permit will be issued. UNLESS otherwise specified. **MAKE CHECKS PAYABLE TO: "TREASURER OF BRAZORIA COUNTY"-NO REFUNDS.**

ALL COMMERCIAL BUILDINGS will require approvals from the local Drainage District, Environmental Health and a Fire Code permit by the County Emergency Management Coordinator. **Special flood hazard areas require additional documents.** All commercial construction in Pearland's ETJ is required to contact Pearland City Hall. **Fees Vary According To Type of Business.**

***ANY* construction located on a proposed County and/or Municipal Thoroughfare in Pearland's ETJ is required to contact Pearland City Hall**

Signature: _____ **Date:** 11/5/2025

DO NOT WRITE BELOW THIS LINE

Approved By:	Highest Natural Ground is 4.7 ft. Certified By: Charles D. Wachtstetter RPLS # 4547 on 10/10/20	Permit Fee	Inspection Fee	Date Of Permit	Permit Number
Vuhi Thomas		$ 75	$ 53.76		

Electric	Mailbox Ltr	Setback Ltr	Thoroughfare	Total Fee: $ 128.76	Check #	Receipt No.
CP	Yes	25'	No		2182	21615

ETJ	Inspection Ltr	Ack Ltr	Mobile Home Information	FEMA Zone: VE 1712 Elevation: 14 MSL	Panel No.: 75016	Class
Freeport	Yes	No	No		Map Date: 12/30/20	B

Special Provisions: _____

Mail ☐ Email ☐ To: SAJCO48@gmail.com Pick Up ☐

Brazoria County Floodplain Receipt
(979) 864-1295
(281) 756-1295

111 East Locust Bldg. A-29
Angleton, Texas 77515

Floodplain Administrator

Receipt No	00021615	**Receipt Date**	11/6/2025	**Receipt Time**	11:18:58 AM
				NO REFUND(S)	
Received From:	Merit Investments				

Trans Type:	RPR75	Permit Fee - NC - Residential, Mobile Homes and Barns		**HUD / County Exempt:**	N
Misc. Descr:			**Qty:**	1 **Price:**	$75.00

Permit No:	**Square Footage:**	0	**Amount Sq. Ft**	$0.00
Contractor:				
Owner:				

Amount Owed: $75.00

Trans Type:	RSQFT	Square Footage - Non Commercial		**HUD / County Exempt:**	N
Misc. Descr:			**Qty:**	1 **Price:**	$0.04

Permit No:	**Square Footage:**	0	**Amount Sq. Ft**	$0.00
Contractor:				
Owner:				

Amount Owed: $53.76

Comments: 12935 Gulf Beach Dr Freeport CK #2182

Payment Information

Payment Type:	CHK	**Check# / MO#:**	2182	**Pay Amount:**	$128.76
Payment Type:		**Check# / MO#:**		**Pay Amount:**	$0.00

Office Use Only **Posted:** N

Rec. By: 14554
Void: N **Void By**
Void Date:
Void Reason: **Void Time:**

Total Amount Received: $128.76

RECEIVED
OCT 28 2025
ENVIRONMENTAL HEALTH DEPT.

A.S

ON-SITE SEWAGE FACILITY PERMIT APPLICATION
BRAZORIA COUNTY ENVIRONMENTAL HEALTH DEPT

111 East Locust Bldg A-29, Suite 270 ANGLETON, TX 77515
HOUSTON (281)756-1600 ANGLETON (979)864-1600 CLUTE (979)388-1600

This application will expire one year from the application date if inspection not complete. No refunds once permit is issued.
Attach Copy of Legal Description (i.e. Deed, Plat, Survey, Appraisal)

2025-578
Permit Number
☑ $250 Single Family
☐ $450 Multi-Hookup
☐ $450 Commercial
☑ New
☐ Replacement
☐ Alteration
Type DE/chlor.
BCEHD USE ONLY

PROPERTY OWNER (NAME ON DEED) Reichardt (LAST) Laura (FIRST) M (INT)

PHONE NUMBERS 2142283854 EMAIL Laura@dpmre.com

MAILING ADDRESS 7323 Park Lake Dr Dallas TX 75230

SITE ADDRESS 12935 Gulf Beach Dr. Freeport, TX 77541 Acres 0.11

WATER SOURCE ☐ Private ☑ Public Treasure Island (Name) Water Saving Devices: Yes ☑ No ☐

SINGLE FAMILY RESIDENCE: # of Bedrooms 3 Living Area(Sq Ft) <1500 Daily Wastewater Usage Rate 240 gpd

COMMERCIAL/MULTI FAMILY: Type — # of Employees/Units — Days/Wk Occupied —

DESIGNER Garry Gana RS Reg# 3207 Phone# 281-235-4901

SITE EVALUATOR Joshua Ripple Reg# OS0039452 Phone# 979-215-0863

INSTALLER Joshua Ripple Reg# 32415 Phone# 979-215-0863

MAINTENANCE PROVIDER Joshua Ripple Reg# 2064 Phone# 979-215-0863

TREATMENT TANK(S):

Tank	# of Compartments	Size	Manufacturer	Model
#1	4	600	NC Pipe Nuwater	BS50
#2				
#3				
#4				

DISPOSAL TYPE (check one):

☐ Standard ☐ Gravelless ☐ Leaching Chamber ☐ Low Pressure Dosing ☐ Surface Irrigation ☒ Drip Emitter

Disposal Area 792 ft² Disposal Length — Trench Depth 6'12" Trench width —

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Authorized Agent to enter upon the above described property for the purpose of lot evaluation and inspection of the OSSF. I also acknowledge that Inspection of the OSSF is required prior to all components being covered and use of the system.

Signature of Owner (Name on Deed) Jan M Reichardt Date 10-22-25

DEPARTMENT USE ONLY BELOW THIS LINE

APPLICATION: ☑ APPROVAL ☐ DISAPPROVAL DATE 11/5/25 INSPECTOR [signature] LIC# 3272

Well Log or Plug Report Required? ☐ Yes ☑ No Recorded Plat Required? ☐ Yes ☑ No Flood Zone: ☑ Yes ☐ No BOD Test Req? ☐ Yes ☑ No

Brazoria County Appraisal ID # 257534 ETJ Freeport Flood Plain Info: ☑ New Construction ☐ Upgrade

Legal Description: SUB Treasure Island Ab 0029 Sec — Block 16 Lot 15 Precinct 1

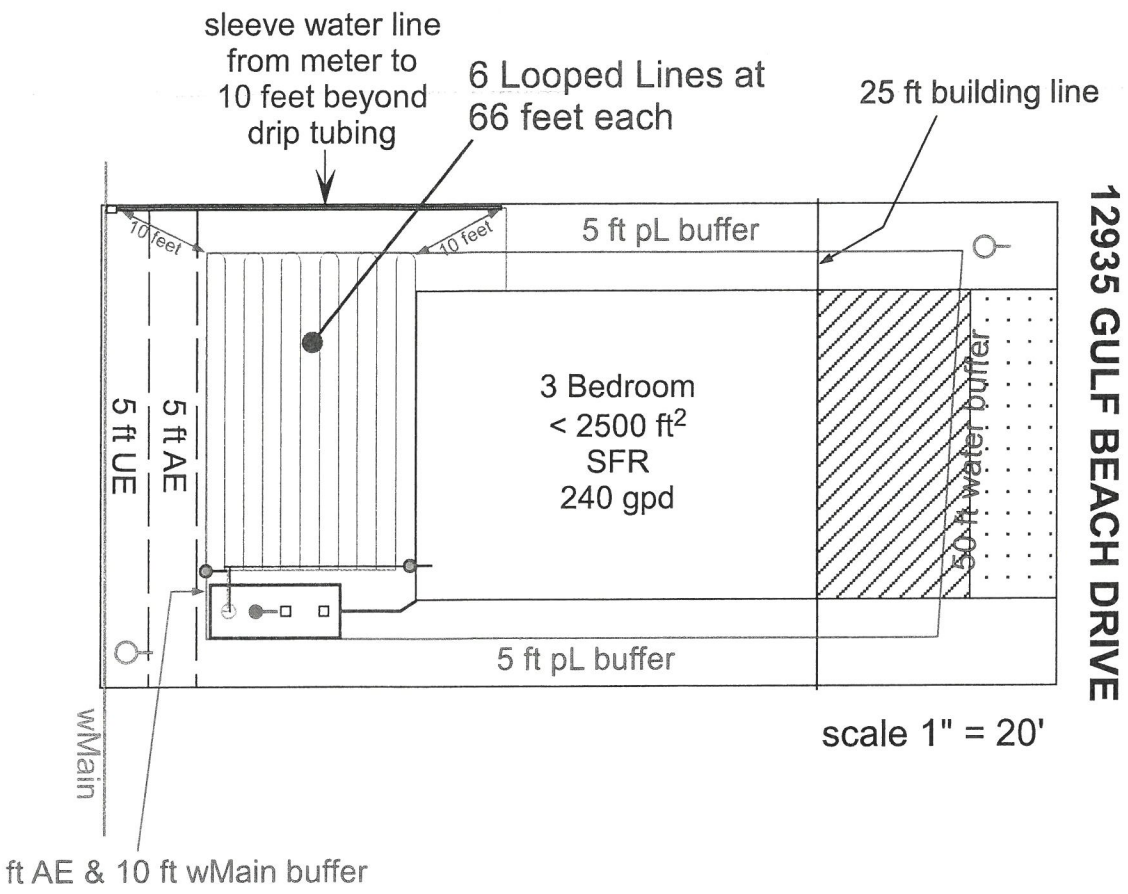
Authorization to Construct Provided to Installer: Joshua Ripple Date: 11/5/25 ☐ In person ☐ Fax ☑ Mail (e) By: A.S

INSPECTION: ☐ APPROVAL ☐ DISAPPROVAL DATE — INSPECTOR — LIC# —

Final Permit Copies Provided to Installer: — Date: — ☐ In person ☐ Fax ☐ Mail By: —

Provided to Maintenance Prov: — Date: — ☐ In person ☐ Fax ☐ Mail By: —

Revised 3/22/24 jcs



●= Chlorinator
●= vacuum breaker
○= soil test site
by Site Evaluator

Per the Site Evaluator, this property does lie within the 100 year floodplain

Per the Site Evaluator, this property exhibits less than 4% slope across its entire area

The designer, Garry Gana, R.S., has no first hand knowledge of this property. The design is based entirely on information provided by an Independent Site Evaluator.

Note:
The OSSF drainfield is to be completely sodded by the property owner prior to operation of the system

STATE OF TEXAS
GARRY GANA
3207
REGISTERED
PROFESSIONAL SANITARIAN

10-27-25

STATEMENT OF COMMISSIONER'S COURT
OF BRAZORIA COURT
TO CONFORM TO REQUIREMENTS OF
CLASS "B" BUILDING PERMIT

STATE OF TEXAS

COUNTY OF BRAZORIA

The undersigned holder of **Development Permit No.** _____ (whether acting individually or through a duly authorized agent or attorney) does hereby certify to Commissioners' Court of Brazoria County, Texas as follows.

The undersigned permittee:

1. Accepted **Development Permit No.** _____.
2. Is familiar with all plans, specifications and other written material attached to or filed with the **Development Permit Application** on file with the County Floodplain Administrator.
3. Acknowledges that the plans, specifications and other written material filed with **Development Permit Application** is incorporated by reference and made part of this Certificate for purposes.
4. Acknowledges self (itself) to be strictly bound to Commissioners' Court to construct the work permitted under the above described building permit in strict conformity with the plans, specifications and other written material incorporated by reference of this Certificated.
5. Hereby binds himself to establish the required construction elevation to a National Geodetic Survey Marker and have same certified by Texas Registered Surveyor (or agreeable alternate). **The original Finished Construction Elevation certificate with registered surveyor's stamp, signature, date and pictures shall be forwarded to the County Floodplain Administrator's office verifying top of bottom floor reading upon completion of the structure. It must indicate that it is the "Finished Construction" certificate showing (a) top of bottom floor reading and (e) lowest elevation of machinery or equipment in Section C of the certificate.**

   If the Finished Construction Elevation Certificate is not received, your building permit will be put in violation in the Brazoria County Floodplain Administrator's office.
6. Is required to notify the County Floodplain Administrator when construction progresses to the point necessary for the foundation inspection (after certification) and later for the electrical/plumbing to verify the electrical and plumbing facility are above the base flood.
7. Shall not have a valid permit until this agreed upon and signed original document is on file and in possession of the County Floodplain Administrator.
8. If at anytime an Engineering Study was required and the data submitted is found to be inaccurate, **Brazoria County or the County Floodplain Administrator** cannot be held liable. The responsibility shall fall back on the property owner and/or Engineering Firm submitting the information.
9. **Any structure that is used for commercial or a public facility must adhere to the International Fire Codes. Contact the Emergency Management Coordinator of Brazoria County for inspections required.**

_____
Applicant/Permittee Signature

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

A1. Building Owner's Name: Laura Reichardt

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12935 Gulf Beach Drive

City: Freeport State: TX ZIP Code: 77541

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number:
Lot 15, Block 16, Treasure Island Subdivision, Section 1 (Vol. 9, Pg. 73 B.C.P.R.), S.F. Austin Peninsular League, Abst. 29

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): Residential Pre-construction

A5. Latitude/Longitude: Lat. 29°04'19.5" N Long. 95°07'25.8" W Horiz. Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: _____

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A8.c: N/A sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): N/A sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A9.c: N/A sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): N/A sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: Unincorporated Area B1.b. NFIP Community Identification Number: 485458

B2. County Name: Brazoria B3. State: TX B4. Map/Panel No.: 48039C0700 B5. Suffix: K

B6. FIRM Index Date: 06/05/1989 B7. FIRM Panel Effective/Revised Date: 12/30/2020

B8. Flood Zone(s): VE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 17.0'

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☒ FIRM ☐ Community Determined ☐ Other: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☒ Yes ☐ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12935 Gulf Beach Drive

City: Freeport State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: LJN A Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☒ NAVD 1988 ☐ Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☒ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):		☐ feet ☐ meters
b) Top of the next higher floor (see Instructions):		☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):		☐ feet ☐ meters
d) Attached garage (top of slab):		☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):		☐ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☒ Natural ☐ Finished	4.3	☒ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☒ Natural ☐ Finished	4.7	☒ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:		☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: Charles D. Wachtstetter License Number: TX RPLS 4547

Title: Registered Professional Land Surveyor

Company Name: Doyle & Wachtstetter Inc.

Address: 131 Commerce St.

City: Clute State: TX ZIP Code: 77531

Telephone: (979) 265-3622 Ext.: 1001 Email: chuck.w@dw-surveyor.com

Signature: Charles D. Wachtstetter Date: 10/15/2025



Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):
A bridge spike was set in a power pole near the north corner of subject property at elevation 8.00 feet.

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12935 Gulf Beach Drive City: Freeport State: TX ZIP Code: 77541	**FOR INSURANCE COMPANY USE** Policy Number: Company NAIC Number:

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12935 Gulf Beach Drive	**FOR INSURANCE COMPANY USE**
City: Freeport State: TX ZIP Code: 77541	Policy Number: _____
	Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
12935 Gulf Beach Drive

City: Freeport State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One Caption: Front View

Clear Photo One



Photo Two Caption: Rear View

Clear Photo Two

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12935 Gulf Beach Drive

City: Freeport State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three Caption: Left Side View

Clear Photo Three



Photo Four Caption: Right Side View

Clear Photo Four

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12935 Gulf Beach Drive City: Freeport State: TX ZIP Code: 77541	**FOR INSURANCE COMPANY USE** Policy Number: Company NAIC Number:

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

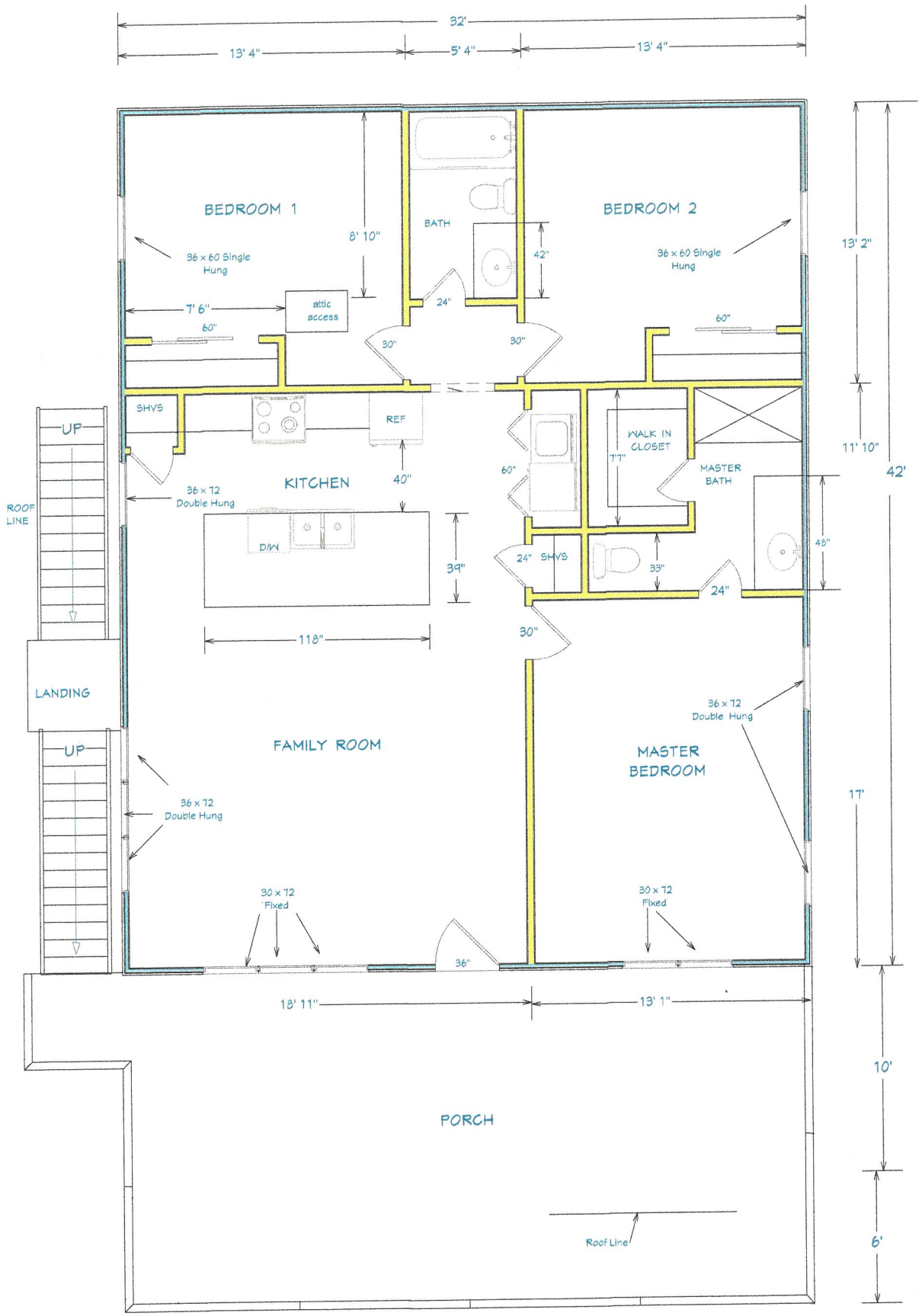
Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

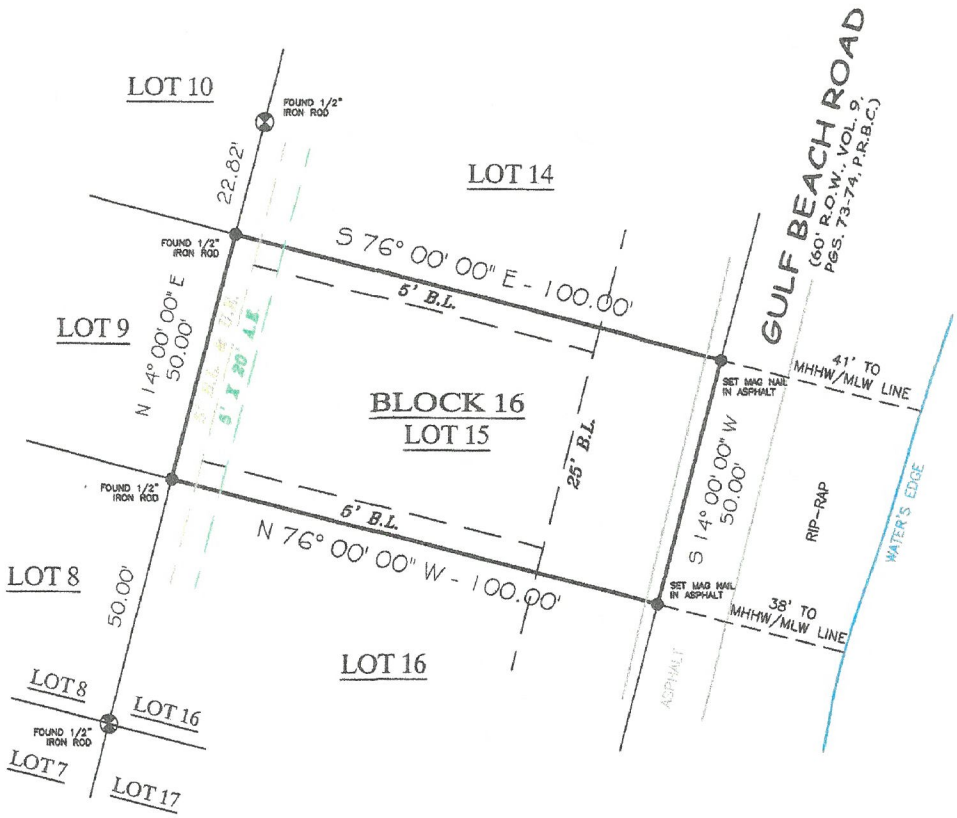
Signature: _____ Date: _____

Comments:


32'
13' 4"
5' 4"
13' 4"
BEDROOM 1
BEDROOM 2
BATH
8' 10"
36 x 60 Single Hung
36 x 60 Single Hung
7' 6"
attic access
60"
24"
42"
30"
30"
60"
13' 2"
11' 10"
42'
SHVS
REF
KITCHEN
40"
36 x 72 Double Hung
ROOF LINE
D/W
39"
118"
WALK IN CLOSET
77"
60"
MASTER BATH
48"
24" SHVS
33"
24"
30"
UP
LANDING
UP
FAMILY ROOM
MASTER BEDROOM
36 x 72 Double Hung
36 x 72 Double Hung
17'
30 x 72 Fixed
30 x 72 Fixed
36"
18' 11"
13' 1"
10'
PORCH
Roof Line
6'

PIN POINT Surveying & Mapping, LLC

P.O. BOX 3344, LAKE JACKSON, TEXAS. 77566 (979) 299-3373



STATE OF TEXAS
REGISTERED
GEORGE K. LANE
6086
PROFESSIONAL
LAND SURVEYOR

LOT 15, BLOCK 16

TREASURE ISLAND S/D

COMMUNITY NO: 485458 PANEL NO: 0525 SUFFIX: I ZONE: VE BASE: 16' MAP REVISED: 5/4/92

I have consulted the HUD-FIA Flood Hazard Boundary Map in the above described property and it IS in a designated flood hazard area. The plat hereon is a true, correct and accurate representation of the property as determined by survey. The lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back and distances from property lines are as indicated. There are no encroachments, conflicts, or protrusions, except as shown.

NOTES:
1) EASEMENTS AND BUILDING LINES PER RECORDED PLAT AND PER VOL. 835, PG. 695, D.R.B.C.
2) VEGETATION LINE IS CONGRUENT WITH THE NORTHWEST ASPHALT OF GULF BEACH DRIVE.
3) 5' X 20' A.E. PER VOL. 862, PG. 714, D.R.B.C.

ABSTRACT AND TITLE INFORMATION WAS PROVIDED BY PROVIDED BY: N/A
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. BEARINGS ARE BASED ON THE RECORDED MAP OR PLAT. G.F. NO. N/A DATED: N/A

ALL BUILDING LINES, EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED BY BUILDER BEFORE COMMENCING CONSTRUCTION.

PREPARED EXCLUSIVELY FOR: MICHAEL COOPER

This is to certify that I have made an on the ground survey of the property located at:
GULF BEACH DRIVE NEAR THE CITY OF FREEPORT, TEXAS.
Lot 15, in Block 16, Treasure Island, Section One (1), a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 9, Page 73-74, of the Plat Records of Brazoria County, Texas.

Borrower(s): _____

Drawn by: J. MOORE
Job No.: 2013-0604
Request: MICHAEL COOPER
Book No: 13PP052
Scale: 1" = 30'
Date: 06/26/2013

LEGEND

WOOD
ASPHALT
COVERED
CONCRETE
CHAIN-LINK
WOOD FENCE
EDGE OF ASPHALT
WATER'S EDGE

CONTROLLING MONUMENT
CORNER
U.E. UTILITY EASEMENT
A.E. AERIAL EASEMENT
B.L. BUILDING LINE
R.O.W. RIGHT-OF-WAY
I.R. IRON ROD
I.P. IRON PIPE
MHHW MEAN HIGHER HIGH WATER
MLW MEAN LOW WATER

George K. Lane, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6086

Received

Related OSSF Application#

Permit#

IRC# 119

BRAZORIA COUNTY

NOTICE OF RESIDENTIAL CONSTRUCTION INSPECTION COMPLIANCE IN UNINCORPORATED AREA (TO BE SUBMITTED BY BUILDER)

BUILDERS NAME: Steven Jones

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

1) New Residential Construction on a vacant lot [✓]

2) Addition to an Existing Residential Unit [ ]

NOTE: *If a property lies in an ETJ it is required to contact the city hall/or appropriate building codes.*

LOCATION:

Address: 12935 Gulf Beach Dr.

Lot and Block #: 15 - 16 Subdivision: Treasure Island

Survey: _____ Tract/Acreage: _____

Deed Reference: _____ Property ID (MCAD)#: _____

RESIDENTIAL CODE USED IN CONSTRUCTION:

1) INTERNATIONAL RESIDENTIAL CODE- published 2015 [ ]
Date

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **12/9/2025**

Beachfront Construction Permit - 13107 Gulf Beach Dr, Treasure Island, Freeport, Abstract 29 S.F. Austin Block 8 Lot 18 (Precinct 1)

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes to construct a single-family residence with crushed shell beneath the habitable structure, a crushed shell driveway, and a septic system. The applicant also proposes to place beach quality sand to elevate the driveway. The proposed construction is located within 200 feet landward of the line of vegetation, which is the seaward side of the rock revetment in this area. According to the Bureau of Economic Geology, the area is eroding at a rate of seven to ten feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- The applicant must provide the name of the property owner and property owner permission if the owner is different from the applicant. The construction for the driveway is partially on property not owned by the applicant. The applicant must submit information demonstrating the legal property owner of the Gulf Beach Drive right-of-way has authorized the proposed construction to the County and GLO before the County may issue the beachfront construction certificate and dune protection permit.

- The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County. To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construction seaward of the Building Setback Line exist. In this instance, practicable means available and capable of being done after taking into consideration existing building practices, site alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property.
- If the County allows an exemption from the prohibition on building a structure seaward of the building setback line, the lowest habitable floor of the structure must be constructed at a minimum of two-foot freeboard above FEMA's Base Flood Elevation.

- Gravel or crushed limestone may be used to construct driveways and parking areas in the area 50 feet landward of the line of vegetation to the Dune Protection Line. Crushed shell and beach quality sand as proposed is permissible.

- The County must limit the area of enclosures below BFE to 299 square feet.

- The County must ensure the proposed habitable structure is designed for feasible relocation.

- The applicant should direct all stormwater inland away from adjacent properties, the critical dune area, and public beach. The County shall not issue a certificate or permit authorizing construction unless the construction activities will minimize impacts on natural hydrology and will not cause erosion of adjacent properties, the critical dune area, or the public beach.

- If any part of a structure comes to be located seaward of the line of mean high tide, it becomes an unauthorized structure on state-owned land. Repairs are prohibited and the state may take action to remove the structure.

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.

Further, that a certified copy of this order be returned to the Flood Plain Administrator.

JOE K. RIPPLE
FLOODPLAIN ADMINISTRATOR, CFM
VICKIE THOMAS
FLOODPLAIN / BUILDING PERMITS TECHNICIAN
MARTHA ELIZONDO
FLOODPLAIN / BUILDING PERMITS CLERK
MAVEL OLIVAREZ
FLOODPLAIN/BUILDING PERMITS OFFICE ASSISTANT, SR.



PHONE:
(979) 864-1295
(979) 388-1295
(281) 756-1295

BRAZORIA COUNTY

451 North Velasco, Suite #210
Angleton, Texas, 77515

October 14, 2025

Mei Ling Valdes
Planning, Permitting & Technical Services
Coastal Resources Division
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873

Re: Beach front construction application for 13107 Gulf Beach Dr, Freeport, TX.

Dear Ms. Valdes,

This application is for a residential structure with 2500 Square feet of living area with (5) bedrooms and (4) (1) Partial baths built upon pilings certified by a professional engineer.

After construction a final elevation certificate will be turned into this office to show compliance with County and FEMA elevation requirements.

This beachfront construction application does not include a walkover and it complies with and promotes Brazoria County's beach access policies and requirements, particularly the dune protection and beach access policies relation to public beach ingress/egress, off beach parking and avoidance of reduction in the size of the public beach due to erosion.

Sincerely,

Joe K. Ripple
Floodplain Department

Enclosures

BRAZORIA COUNTY
BUILDING PERMIT APPLICATION

Angleton 979-864-1295 **451 North Velasco, Suite 210, Angleton, TX 77515** Houston/Alvin 281-756-1295

OWNERSHIP INFORMATION:

Name: Kevin Kelly Phone: 832-952-2357

Current/Mailing Address: 14722 Timber Cliff Lane (Street or PO Box) Cypress, TX (City/State) 77429 (Zip Code)

Building Contractors Information: Garrett Davison	**Address:** 2631 Bluewater Hwy, Surfside Beach, TX 77541	**Phone:** 979-709-6073

LOCATION OF CONSTRUCTION:

SITE ADDRESS (Where Structure Will Be Placed or Constructed)

Subdivision: Treasure Island Street Address: 13107 Gulf Beach Dr City (required): Freeport

Section:	Block:	Lot:	Abstract No.:	Acreage:	PID #:
1	8	18	29	0.137	257406

TYPE OF IMPROVEMENT Check Appropriate Box(es)	PROPOSED USE Fill Out and Check Any That Apply to Your Application	OWNERSHIP Check Appropriate Box(es) Fill Out *Cost & Sq. Ft.*	TYPE OF WATER SUPPLY Check Appropriate Box	TYPE OF SEWAGE DISPOSAL Check Appropriate Box(es)
[X] New Building [ ] Addition to Building [ ] Manufactured Home [ ] Mobile Home [ ] Residential RV [ ] Levee Construction [ ] Relocated Building - [ ] *Came from Outside County* [ ] ***Mobile Home Park*** **or** ***RV Park # of Spaces*** _____	[X] Residential Number of Bedrooms: 5 Number of Bathrooms: *Full* 4 *Partial* 1 [X] One Family [ ] Multi Family – *# of Units:* ____ [ ] Non-Residential [ ] Commercial [ ] Other: _____ (Type of Building)	[X] Private (Individual, Corp, Non-Profit) [ ] Public (Federal, State, etc....) **Cost: $** 500,000 **Floor Area Sq. Ft. (including garage):** 2,500 **sq. ft.**	[X] Public/Private Company [ ] Individual (Water Well)	[ ] Public/Private Company [X] Individual (Septic) Copy of Environmental Health Permit attached: [X] Yes [ ] No #: 2025-523

Fee: Application fee of **$75.00** for Residential permits. If the property lies within the **Special Flood Hazard Area** of the County, an additional fee of **$0.04** per square foot for Inspection fees will be charged. A natural ground elevation certificate and copy of floor plan are also required for Flood Zone areas. Any application for property of less than ten (10) acres shall obtain an Environmental Permit approval before a County building permit will be issued. UNLESS otherwise specified. **MAKE CHECKS PAYABLE TO: "TREASURER OF BRAZORIA COUNTY"-NO REFUNDS.**

ALL COMMERCIAL BUILDINGS will require approvals from the local Drainage District, Environmental Health and a Fire Code permit by the County Emergency Management Coordinator. **Special flood hazard areas require additional documents.** All commercial construction in Pearland's ETJ is required to contact Pearland City Hall. **Fees Vary According To Type of Business.**

***ANY* construction located on a proposed County and/or Municipal Thoroughfare in Pearland's ETJ is required to contact Pearland City Hall**

Signature: _____ **Date:** Aug 7, 2025

DO NOT WRITE BELOW THIS LINE

Approved By:	Highest Natural Ground is 8.50 ft.	Permit Fee	Inspection Fee	Date Of Permit	Permit Number
Vikki Thomas	Certified By: Terry Singletary RPLS # 4808 on 5/29/24	$ 75	$ 100.00		

Electric	Mailbox Ltr	Setback Ltr	Thoroughfare	Total Fee: $ 175.00	Check #	Receipt No.
CP	Yes	25'	No		1672	21499

ETJ	Inspection Ltr	Ack Ltr	Mobile Home Information	FEMA Zone: VE 1972 Elevation: 19 MSL	Panel No.: 70016	Class
Freeport	Yes	No	No		Map Date: 12/30/20	B

Special Provisions:

Mail [ ] Email [✓] To: Kevin.Kelly.1999@gmail.com Pick Up [ ]

davisongulfcoast@gmail.com

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

November 12, 2025

Via Electronic Mail

Joe Ripple, CFM
Floodplain Administrator
Brazoria County
451 N Velasco, Suite #210
Angleton, Texas 77515

Beachfront Construction Certificate and Dune Protection Permit in Brazoria County
Site Address: 13107 Gulf Beach Dr, Treasure Island
Legal Description: Treasure Island (A0029 S F Austin) Blk 8 Lot 18
Lot Applicant: Kevin Kelly
GLO ID No.: BDBC-25-0196a

Dear Mr. Ripple:

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes to construct a single-family residence with crushed shell beneath the habitable structure, a crushed shell driveway, and a septic system. The applicant also proposes to place beach quality sand to elevate the driveway. The proposed construction is located within 200 feet landward of the line of vegetation, which is the seaward side of the rock revetment in this area. According to the Bureau of Economic Geology, the area is eroding at a rate of seven to ten feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- The applicant must provide the name of the property owner and property owner permission if the owner is different from the applicant.[1] The construction for the driveway is partially on property not owned by the applicant. The applicant must submit information demonstrating the legal property owner of the Gulf Beach Drive right-of-way has authorized the proposed construction to the County and GLO before the County may issue the beachfront construction certificate and dune protection permit.

- The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County.[2] To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives

[1] 31 Tex. Admin. Code § 15.3(s)(5)(A)(i).
[2] Brazoria County Erosion Response Plan § 5.

to construction seaward of the Building Setback Line exist.[3] In this instance, practicable means available and capable of being done after taking into consideration existing building practices, site alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property.[4]

- If the County allows an exemption from the prohibition on building a structure seaward of the building setback line, the lowest habitable floor of the structure must be constructed at a minimum of two-foot freeboard above FEMA's Base Flood Elevation.[5]

- Gravel or crushed limestone may be used to construct driveways and parking areas in the area 50 feet landward of the line of vegetation to the Dune Protection Line.[6] Crushed shell and beach quality sand as proposed is permissible.

- The County must limit the area of enclosures below BFE to 299 square feet.[7]

- The County must ensure the proposed habitable structure is designed for feasible relocation.[8]

- The applicant should direct all stormwater inland away from adjacent properties, the critical dune area, and public beach. The County shall not issue a certificate or permit authorizing construction unless the construction activities will minimize impacts on natural hydrology and will not cause erosion of adjacent properties, the critical dune area, or the public beach.[9]

If any part of a structure comes to be located seaward of the line of mean high tide, it becomes an unauthorized structure on state-owned land. Repairs are prohibited and the state may take action to remove the structure.

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.[10] If you have any questions, please contact me at (512) 463-5720 or at meiling.valdes@glo.texas.gov.

Sincerely,

Mei Ling Valdes

Mei Ling Valdes
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

cc: Vickie Thomas, Brazoria County

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[3] Brazoria County Erosion Response Plan § 5.1.
[4] Brazoria County Erosion Response Plan § 5.1.
[5] Brazoria County Erosion Response Plan § 5.2.
[6] Brazoria County Dune Protection and Beach Access Plan § 5(IV)(B)(4) & 31 Tex. Admin. Code § 15.6(f)(5).
[7] Brazoria County Erosion Response Plan § 5.3.
[8] Brazoria County Erosion Response Plan § 5.2 & 31 Tex. Admin. Code § 15.6(f)(2).
[9] 31 Tex. Admin. Code § 15.6(h).
[10] 31 Tex. Admin. Code § 15.3(t)(5).

Rick Lawler
President

Bryce Langley
Vice President

Richard Roe
Treasurer

Mike Elam
Secretary

Roy Scott
Director

Treasure Island Municipal Utility District
146 Fathom Drive
Freeport, TX 77541

November 21, 2025

Resolution by the Board of Directors of Treasure Island Municipal Utility District

Date of Meeting: November 20, 2025
Time of Meeting: 6:00 p.m.

Board Members Present: Richard V. Lawler, President; Bryce Langley, Vice-President; Richard Roe, Treasurer; Mike Elam, Secretary; Roy Scott, Director

Proposed: Approve A&M Wetland Consulting Services, LLC for construction of single home, Treasure Island (A0029 S F Austin), Block 8, Lot 18 for Kevin Kelly as presented. Project area includes 710 square feet within the Gulf Beach Drive road easement which TIMUD is granting access.

Voted For: Richard V. Lawler, Bryce Langley, Richard Roe, Mike Elam & Roy Scott

Voted Against: None

Richard V. Lawler, President TIMUD

Brazoria County Floodplain Receipt
(979) 864-1295
(281) 756-1295

111 East Locust Bldg. A-29
Angleton, Texas 77515

Floodplain Administrator

Receipt No 00021499 **Receipt Date** 10/14/2025 **Receipt Time** 01:22:02 PM
NO REFUND(S)

Received From: Davison Gulf Coast, LLC

Trans Type: RPR75 Permit Fee - NC - Residential, Mobile Homes and Barns **HUD / County Exempt:** N
Misc. Descr: **Qty:** 1 **Price:** $75.00

Permit No: **Square Footage:** 0 **Amount Sq. Ft** $0.00
Contractor:
Owner:

Amount Owed: $75.00

Trans Type: RSQFT Square Footage - Non Commercial **HUD / County Exempt:** N
Misc. Descr: **Qty:** 1 **Price:** $0.04

Permit No: **Square Footage:** 0 **Amount Sq. Ft** $0.00
Contractor:
Owner:

Amount Owed: $100.00

Comments: 13107 Gulf Beach Dr Freeport CK #1672

Payment Information

Payment Type: CHK **Check# / MO#:** 1672 **Pay Amount:** $175.00
Payment Type: **Check# / MO#:** **Pay Amount:** $0.00

Office Use Only **Posted:** N

Rec. By: 14554
Void: N **Void By**
Void Date:
Void Reason: **Void Time:**

Total Amount Received: $175.00

Print Date/Time 10/14/2025 13:23:36 PM

STATEMENT OF COMMISSIONER'S COURT
OF BRAZORIA COURT
TO CONFORM TO REQUIREMENTS OF
CLASS "B" BUILDING PERMIT

STATE OF TEXAS

COUNTY OF BRAZORIA

The undersigned holder of **Development Permit No.** _____ (whether acting individually or through a duly authorized agent or attorney) does hereby certify to Commissioners' Court of Brazoria County, Texas as follows.

The undersigned permittee:

1. Accepted **Development Permit No.** _____.
2. Is familiar with all plans, specifications and other written material attached to or filed with the **Development Permit Application** on file with the County Floodplain Administrator.
3. Acknowledges that the plans, specifications and other written material filed with **Development Permit Application** is incorporated by reference and made part of this Certificate for purposes.
4. Acknowledges self (itself) to be strictly bound to Commissioners' Court to construct the work permitted under the above described building permit in strict conformity with the plans, specifications and other written material incorporated by reference of this Certificated.
5. Hereby binds himself to establish the required construction elevation to a National Geodetic Survey Marker and have same certified by Texas Registered Surveyor (or agreeable alternate). **The original Finished Construction Elevation certificate with registered surveyor's stamp, signature, date and pictures shall be forwarded to the County Floodplain Administrator's office verifying top of bottom floor reading upon completion of the structure. It must indicate that it is the "Finished Construction" certificate showing (a) top of bottom floor reading and (e) lowest elevation of machinery or equipment in Section C of the certificate.**

   If the Finished Construction Elevation Certificate is not received, your building permit will be put in violation in the Brazoria County Floodplain Administrator's office.
6. Is required to notify the County Floodplain Administrator when construction progresses to the point necessary for the foundation inspection (after certification) and later for the electrical/plumbing to verify the electrical and plumbing facility are above the base flood.
7. Shall not have a valid permit until this agreed upon and signed original document is on file and in possession of the County Floodplain Administrator.
8. If at anytime an Engineering Study was required and the data submitted is found to be inaccurate, **Brazoria County or the County Floodplain Administrator** cannot be held liable. The responsibility shall fall back on the property owner and/or Engineering Firm submitting the information.
9. **Any structure that is used for commercial or a public facility must adhere to the International Fire Codes. Contact the Emergency Management Coordinator of Brazoria County for inspections required.**

_____
Applicant/Permittee Signature

RECEIVED
SEP 26 2025
ENVIRONMENTAL HEALTH DEPT

ON-SITE SEWAGE FACILITY PERMIT APPLICATION
BRAZORIA COUNTY ENVIRONMENTAL HEALTH DEPT

111 East Locust Bldg A-29, Suite 270 ANGLETON, TX 77515
HOUSTON (281)756-1600 ANGLETON (979)864-1600 CLUTE (979)388-1600

This application will expire one year from the application date if inspection not complete. No refunds once permit is issued.
Attach Copy of Legal Description (i.e. Deed, Plat, Survey, Appraisal)

2025-523
Permit Number
- [X] $250 Single Family
- [ ] $450 Multi-Hookup
- [ ] $450 Commercial
- [X] New
- [ ] Replacement
- [ ] Alteration

Type DRIP W/ CL2
BCEHD USE ONLY

PROPERTY OWNER (NAME ON DEED) Kelly (LAST) Kevin (FIRST) (INT)

PHONE NUMBERS (832) 952-2357 **EMAIL** kevin.kelly.1999@gmail.com

MAILING ADDRESS 14722 Timber Cliff Ln Cypress, TX 77429

SITE ADDRESS 13107 Gulf Beach Drive Freeport, TX 77541 **Acres** 50' x 103'

WATER SOURCE ☐ Private ☑ Public (Name) **Water Saving Devices:** Yes ☒ No ☐

SINGLE FAMILY RESIDENCE: # of Bedrooms 5 Living Area(Sq Ft) 2,500 Daily Wastewater Usage Rate 360

COMMERCIAL/MULTI FAMILY: Type ____ # of Employees/Units ____ Days/Wk Occupied ____

DESIGNER	Jerry D. Monical	**Reg#**	RS3758	**Phone#**	(979) 798-7678
SITE EVALUATOR	Jerry D. Monical	**Reg#**	OS9673	**Phone#**	(979) 798-7678
INSTALLER	Jerry D. Monical	**Reg#**	OS29938	**Phone#**	(979) 798-7678
MAINTENANCE PROVIDER	Jerry D. Monical	**Reg#**	MP1870	**Phone#**	(979) 798-7678

TREATMENT TANK(S):

Tank	# of Compartments	Size	Manufacturer	Model
#1	3	800	CLEARSTREAM	800 MCR
#2	1	856	CLEARSTREAM	856 - PUMP
#3				
#4				

DISPOSAL TYPE (check one):

☐ Standard ☐ Gravelless ☐ Leaching Chamber ☐ Low Pressure Dosing ☐ Surface Irrigation ☒ Drip Emitter

Disposal Area 958 SQ. FT **Disposal Length** ____ **Trench Depth** ____ **Trench width** ____

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Authorized Agent to enter upon the above described property for the purpose of lot evaluation and inspection of the OSSF. I also acknowledge that Inspection of the OSSF is required prior to all components being covered and use of the system.

Signature of Owner (Name on Deed) Kelly **Date** Sept 16, 2025

DEPARTMENT USE ONLY BELOW THIS LINE

APPLICATION: ☑ APPROVAL ☐ DISAPPROVAL **DATE** 10/1/25 **INSPECTOR** CM **LIC#** 31272

Well Log or Plug Report Required? ☐ Yes ☑ No **Recorded Plat Required?** ☐ Yes ☑ No **Flood Zone:** ☑ Yes ☐ No **BOD Test Req?** ☐ Yes ☑ No

Brazoria County Appraisal ID # 257406 **ETJ** FREEPORT **Flood Plain Info:** ☑ New Construction ☐ Upgrade

Legal Description: SUB TREASURE ISLAND **Ab** 29 **Sec** ____ **Block** 8 **Lot** 18 **Precinct** 1

Authorization to Construct Provided to Installer: Jerry Monical **Date:** 10-2-25 ☐ In person ☐ Fax ☑ Mail **By:** CM

INSPECTION: ☐ APPROVAL ☐ DISAPPROVAL **DATE** ____ **INSPECTOR** ____ **LIC#** ____

Final Permit Copies Provided to Installer: ____ **Date:** ____ ☐ In person ☐ Fax ☐ Mail **By:** ____

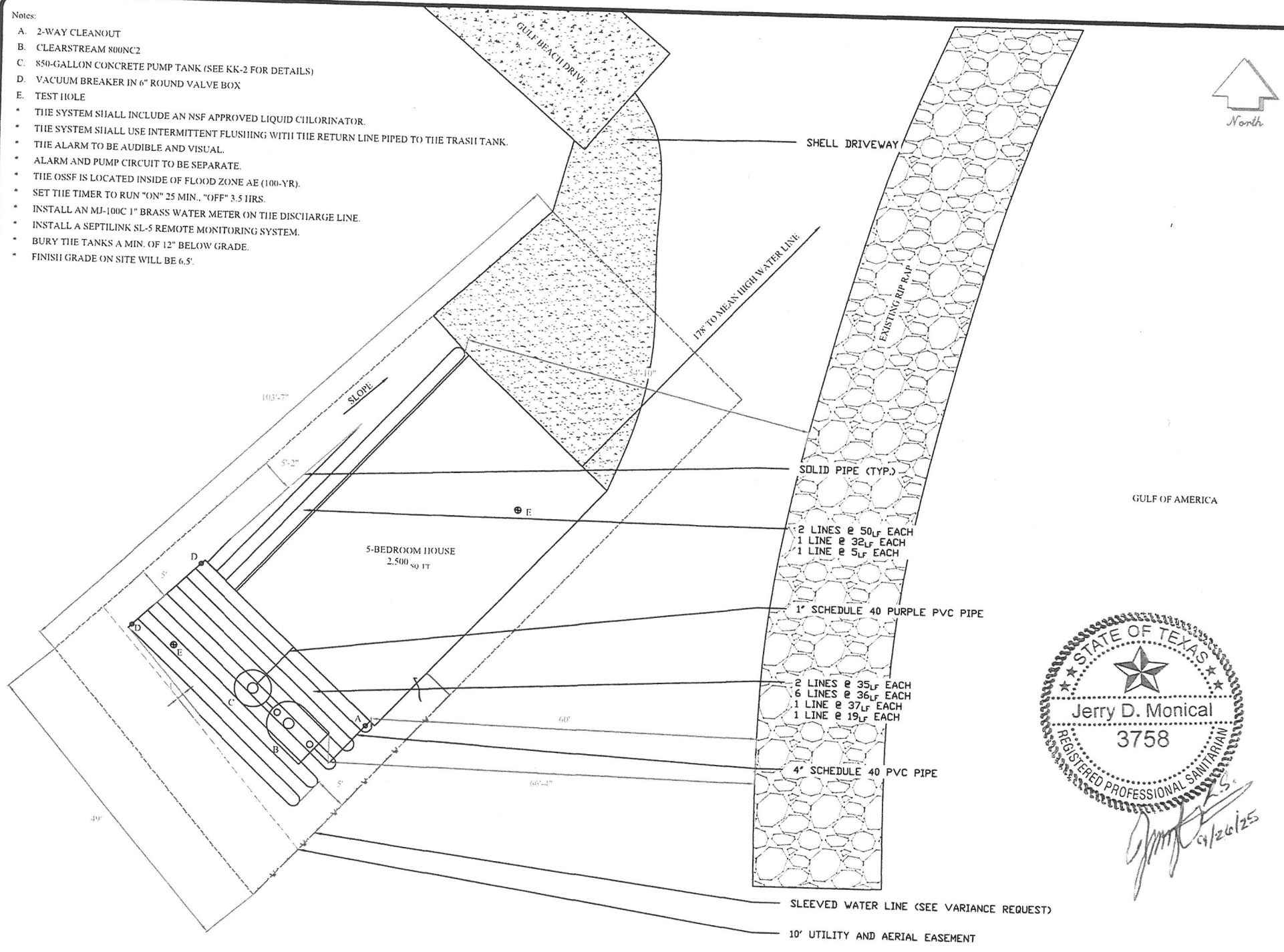
Provided to Maintenance Prov: ____ **Date:** ____ ☐ In person ☐ Fax ☐ Mail **By:** ____

Revised 3/22/24 jcs

Notes:

A. 2-WAY CLEANOUT
B. CLEARSTREAM 800NC2
C. 850-GALLON CONCRETE PUMP TANK (SEE KK-2 FOR DETAILS)
D. VACUUM BREAKER IN 6" ROUND VALVE BOX
E. TEST HOLE

* THE SYSTEM SHALL INCLUDE AN NSF APPROVED LIQUID CHLORINATOR.
* THE SYSTEM SHALL USE INTERMITTENT FLUSHING WITH THE RETURN LINE PIPED TO THE TRASH TANK.
* THE ALARM TO BE AUDIBLE AND VISUAL.
* ALARM AND PUMP CIRCUIT TO BE SEPARATE.
* THE OSSF IS LOCATED INSIDE OF FLOOD ZONE AE (100-YR).
* SET THE TIMER TO RUN "ON" 25 MIN., "OFF" 3.5 HRS.
* INSTALL AN MJ-100C 1" BRASS WATER METER ON THE DISCHARGE LINE.
* INSTALL A SEPTILINK SL-5 REMOTE MONITORING SYSTEM.
* BURY THE TANKS A MIN. OF 12" BELOW GRADE.
* FINISH GRADE ON SITE WILL BE 6.5'.



STATE OF TEXAS
Jerry D. Monical
3758
REGISTERED PROFESSIONAL SANITARIAN
9/26/25

OWNER :	KEVIN KELLY	COASTAL AEROBIC SYSTEMS, LLC BRAZORIA, TEXAS	DATE : 9/25/25	COUNTY : BRAZORIA	DRAWN BY : JDM	DRAWING: KK-1
ADDRESS :	13107 GULF BEACH DRIVE FREEPORT, TX 77541		SCALE : 1:20	AREA COVERED : 958 SQ. FT		REVISION: IFC

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: Kevin Kelly

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: Gulf Beach

City: Freeport State: TX ZIP Code: 77541

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: Lot 18, Blk 8, Treasure Island Subdivision, Section 1 (Volume 9, Pg 73 B.C.P.R.)S.F. Austin Peninsular Leagye, Abstract 29

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): Residential

A5. Latitude/Longitude: Lat. 29°04'29.62" N Long. 95°07'27.94" W Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number:

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: Engineered flood openings:

d) Total net open area of non-engineered flood openings in A8.c: sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: Engineered flood openings:

d) Total net open area of non-engineered flood openings in A9.c: sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: Brazoria County Unincorporated B1.b. NFIP Community Identification Number: 485458

B2. County Name: Brazoria B3. State: TX B4. Map/Panel No.: 48039CO675 B5. Suffix: K

B6. FIRM Index Date: 06/05/1989 B7. FIRM Panel Effective/Revised Date: 12/30/2020

B8. Flood Zone(s): VE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 17.00

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☒ FIRM ☐ Community Determined ☐ Other:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☒ Yes ☐ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: Gulf Beach

City: Freeport State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: RTCM-REF 2521 Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☒ NAVD 1988 ☐ Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☐ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):		☐ feet ☐ meters
b) Top of the next higher floor (see Instructions):		☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):		☐ feet ☐ meters
d) Attached garage (top of slab):		☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):		☐ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☒ Natural ☐ Finished	5.20	☒ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☒ Natural ☐ Finished	8.50	☒ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:		☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: Terry Singletary License Number: 4808

Title: Registered Professional Land Surveyor

Company Name: Doyle & Wachtstetter Inc.

Address: 131 Commerce St.

City: Clute State: TX ZIP Code: 77531

Signature: Terry Singletary Date: 05/27/2024

Telephone: (979) 265-3622 Ext.: 1042 Email: t.singletary@dw-surveyor.com



Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):
TBM- Set bridge spike in meter pole, southwest of subject tract.
TBM= 11.00 feet.

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: Gulf Beach	FOR INSURANCE COMPANY USE
City: Freeport State: TX ZIP Code: 77541	Policy Number: _____
	Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: Gulf Beach	FOR INSURANCE COMPANY USE
City: Freeport State: TX ZIP Code: 77541	Policy Number: _____ Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: Gulf Beach	FOR INSURANCE COMPANY USE
City: Freeport State: TX ZIP Code: 77541	Policy Number: _____ Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–9.** Top of bottom floor (include above-grade floors only for buildings with subgrade crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. **Is all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
Gulf Beach

City: Freeport State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption:

Clear Photo One

Photo Two

Photo Two Caption:

Clear Photo Two

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
Gulf Beach	Policy Number:
City: Freeport State: TX ZIP Code: 77541	Company NAIC Number:

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption: Clear Photo Three

Photo Four

Photo Four Caption: Clear Photo Four

MOONLIGHT HOUSE PLANS

PO BOX 177, LAKE JACKSON, TX. 77566
979-482-1967



PLAN#: 20255127	
1ST LIVING:	1250 SQ.FT.
2ND LIVING:	1250 SQ.FT.
GARAGE:	300 SQ.FT.
PORCH:	300 SQ.FT.
PORCH #2:	300 SQ.FT.
TOTAL:	3400 SQ.FT.

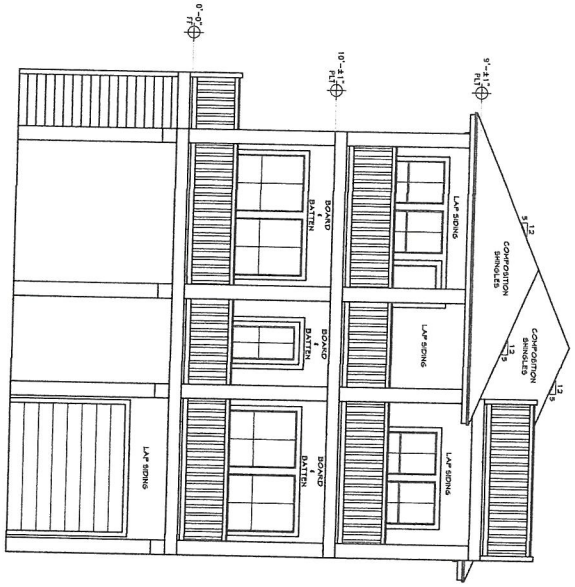
KELLY RESIDENCE

13107 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS

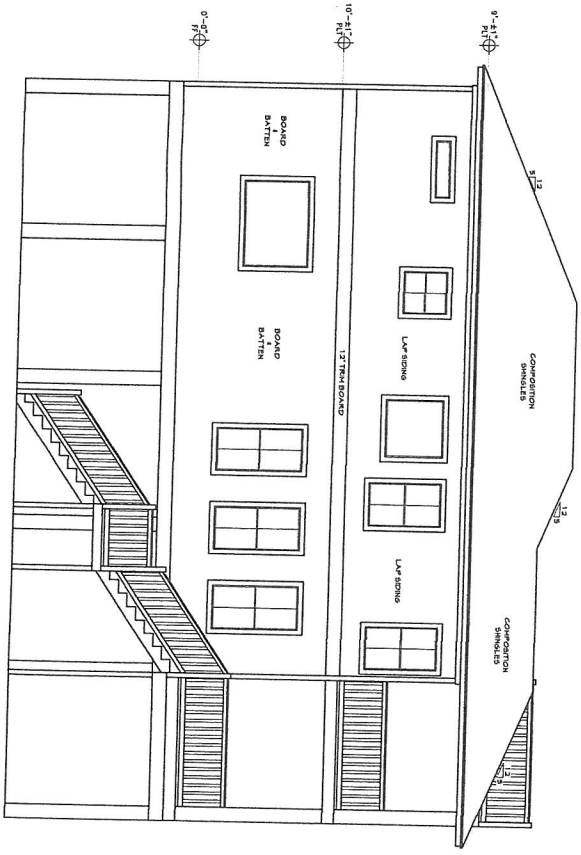
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1 A1 FRONT VIEW
SCALE: 1/4" = 1'



2 A1 LEFT SIDE VIEW
SCALE: 1/4" = 1'

A1

08-11-25

ELEVATIONS

KELLY RESIDENCE

13107 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20255127

DWG SCALE: 1/4" = 1'-0"

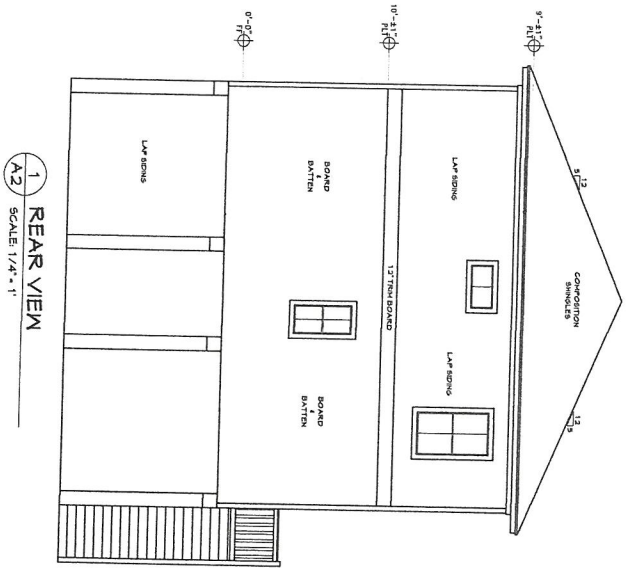
REVISION HISTORY	
NUMBER	DATE

Moonlight House Plans
979-482-1967

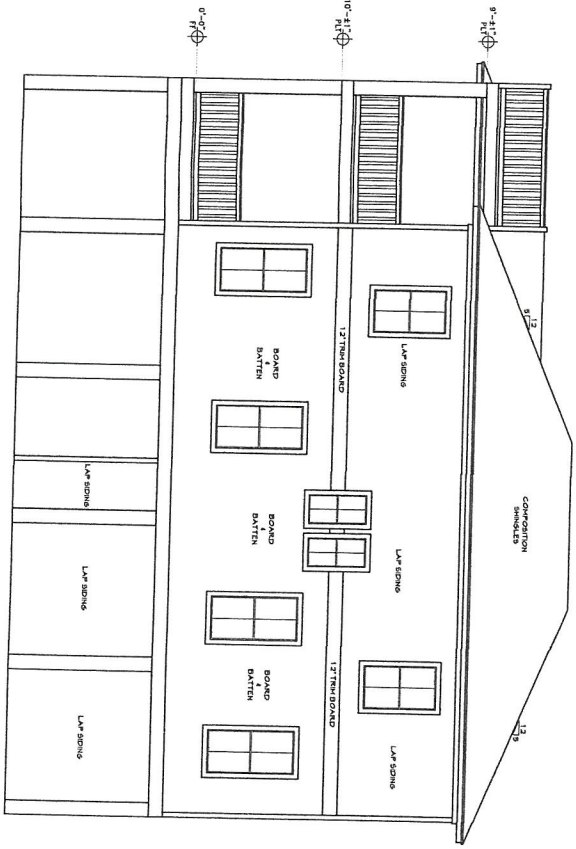
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1 A2 REAR VIEW
SCALE: 1/4" = 1'



2 A2 RIGHT SIDE VIEW
SCALE: 1/4" = 1'

A2

08-11-25

ELEVATIONS
KELLY RESIDENCE
13107 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20255127

DWG. SCALE: 1/4" = 1'-0"

REVISION HISTORY

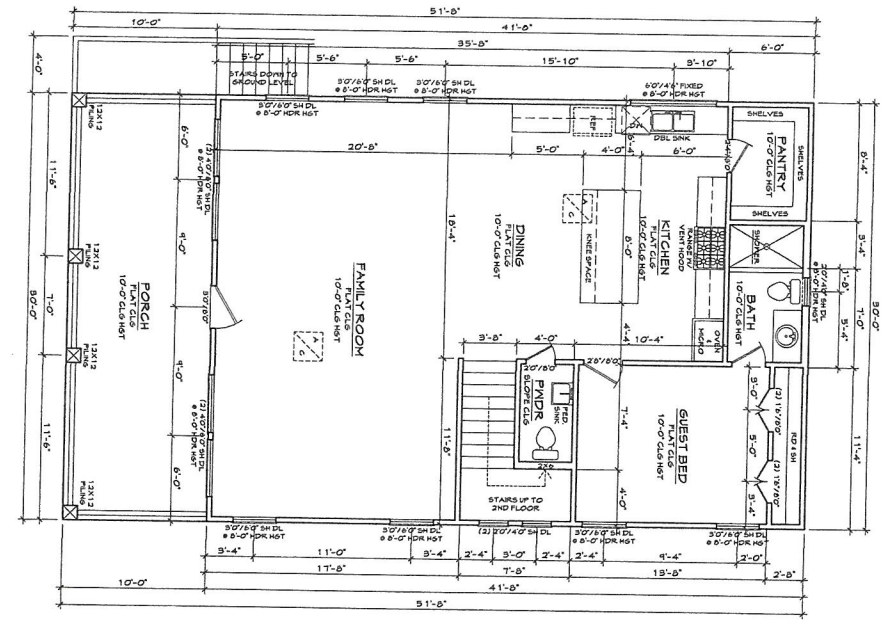
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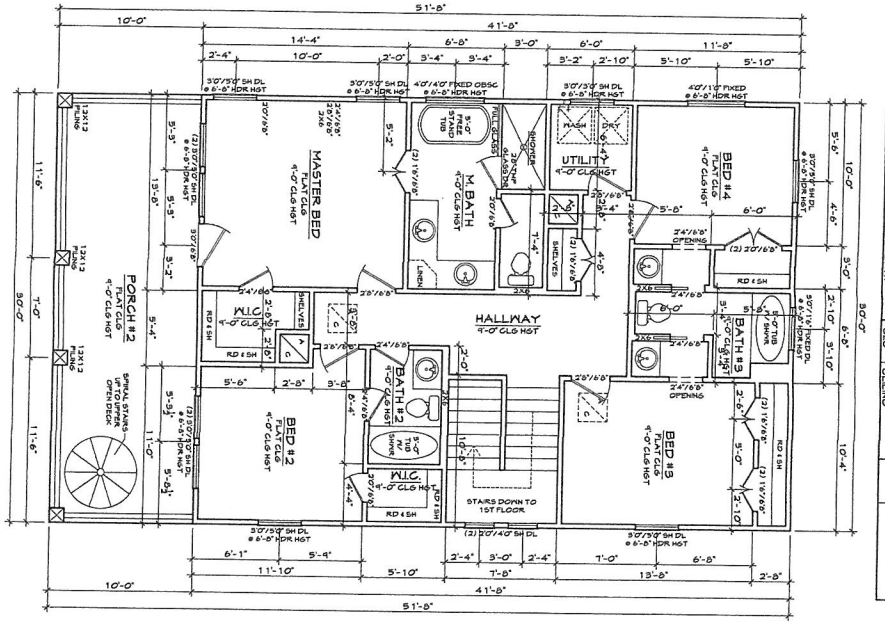
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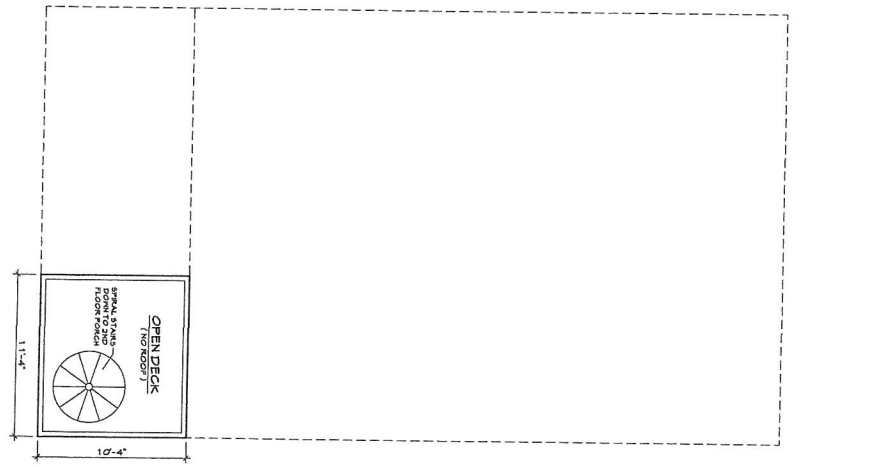
1 A3 1ST FLOOR PLAN

SCALE: 1/4" = 1'



2 A3 2ND FLOOR PLAN

SCALE: 1/4" = 1'



3 A3 LOOK-OUT

SCALE: 1/4" = 1'

ABBREVIATIONS

SH	SINGLE HUNG	BD	EYE BROW
DL	DIVIDED LIGHTS		
HD	HEADER		
HT	HEIGHT		
SECT	SECTIONAL		
OBSK	OBSCURED GLASS	DR	DOOR
FG	FIXED GLASS	CL	CLOSET
1/2 BTH	HALF BATH	RM	ROOM
CEILING		PAN	PANTRY
GLG		SHLVS	SHELVES
GM		CLOSET	
MSTR		DBL	DOUBLE
		SINK	SINK
		DW	DISHWASHER
		MSTR	MASTER
		M.I.C.	WALK-IN CLOSET

A3

08-11-25

FLOOR PLAN
KELLY RESIDENCE

13107 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20255127

DWG. SCALE: 1/4" = 1'-0"

REVISION HISTORY

NUMBER	DATE

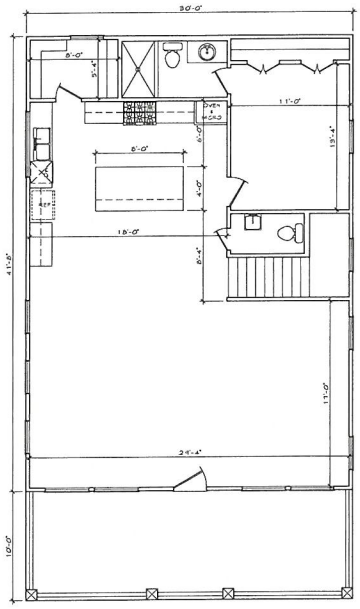
Moonlight House Plans

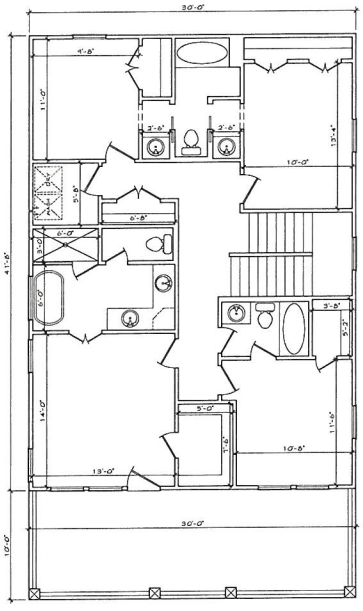
979-482-1967

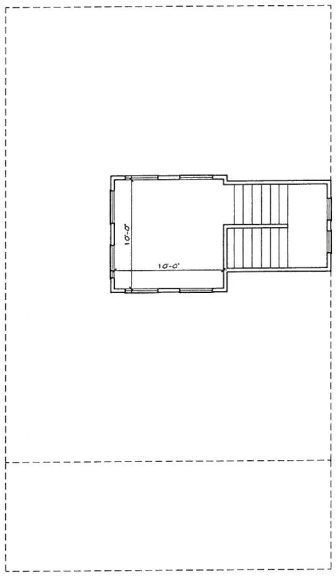
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ABBREVIATIONS							
SH	SINGLE HUNG	EB	EYE BROW	PAN	PANTRY	M.C.	WALK-IN CLOSET
DL	DIVIDED LIGHTS	PKT	POCKET	RM	ROOM	DBL	DOUBLE
HD	HEADER	DR	DOOR	CLST	CLOSET	SINK	SINK
HT	HEIGHT	FG	FIXED GLASS	SHLVS	SHELVES	DW	DISHWASHER
OH	OVERHEAD	OBSG	OBSCURED GLASS	CW	COLD WATER TAP	MSTR	MASTER
SECT	SECTIONAL	/BTH	HALF BATH	CLG	CEILING		

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CONTRACTOR SHALL VERIFY ALL LOCALLY FOR PROPER CODES AFTER BIDDING AND BEFORE CONSTRUCTION.

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979-482-1967

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NUMBER | DATE

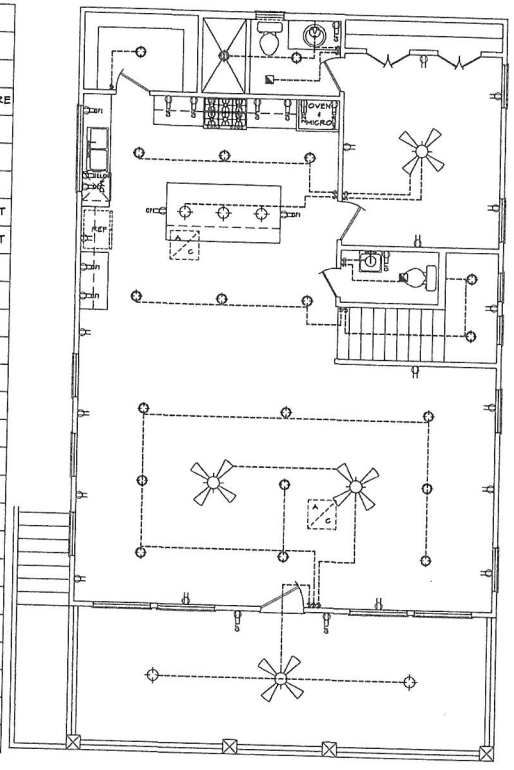
DWG. SCALE:
1/4" = 1'-0"

FLOOR PLAN

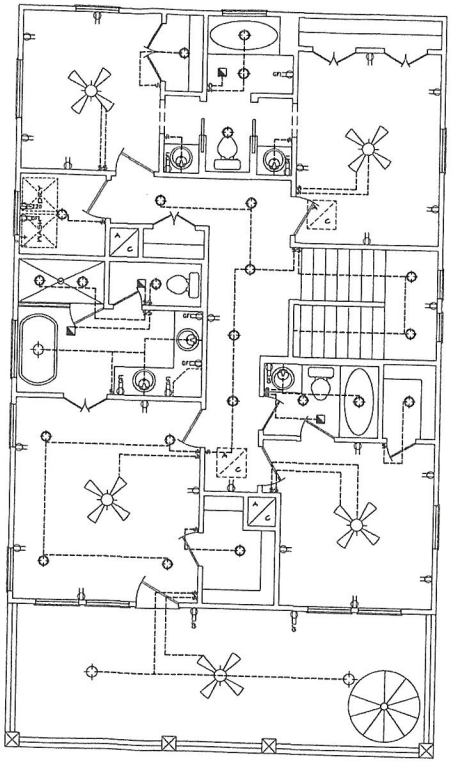
JOB #:

A3

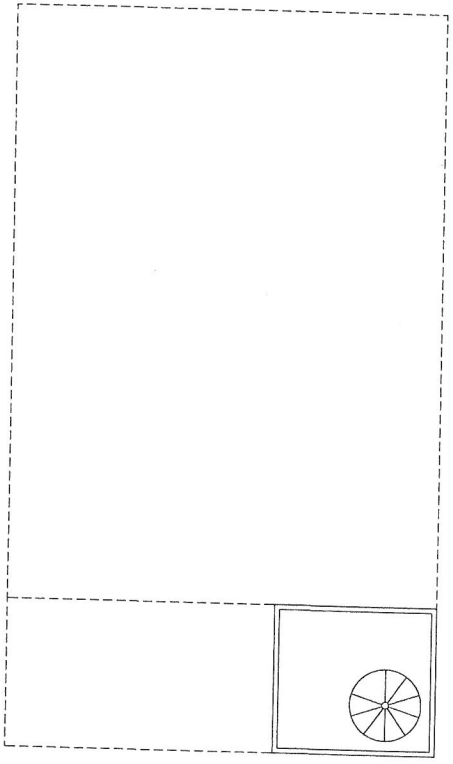
ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	RECESSED LIGHT FIXTURE
	CEILING MOUNTED LIGHT FIXTURE
	WALL MOUNT LIGHT FIXTURE
	VENT
SD	SMOKE DETECTOR
	220 V. DUPLEX RECEPT OUTLET
	110 V. DUPLEX RECEPT OUTLET
FLR	110 V. FLOOR OUTLET
GFI	GROUND FAULT INTERRUPTER DUPLEX RECEPTACLE OUTLET
WP	WATER PROOF OUTLET
S	SINGLE POLE SWITCH
S3	2 WAY SWITCH
Sp	DIMMER SWITCH
S3p	2 WAY SWITCH WITH DIMMER
PB	PUSH BUTTON GARAGE DOOR
DB	DOOR BELL
CH	CHIME
TV	TELEVISION JACK
PJ	PHONE JACK
	GAS LINE CONNECTION
	GARAGE DOOR OPENER
J	JUNCTION BOX
	FLOOD LIGHTS
	FLUORESCENT LIGHTS
	CEILING FAN



1 / M1 1ST ELECTRICAL
SCALE: 1/4" = 1'



2 / M1 2ND ELECTRICAL
SCALE: 1/4" = 1'



3 / M1 LOOK-OUT ELECTRIC
SCALE: 1/4" = 1'

ELECTRICAL NOTES:
-SMOKE DETECTORS IN ALL BED ROOMS, REQUIRE 110V TO HOUSE WIRING, BATTERY BACKUP & INTERCONECT
-VENT ALL EXHAUST FANS TO OUTSIDE
-PROVIDE G.F.I. PROTECTION ON BATH PLUGS
-PROVIDE LIGHT FIXTURE & SMOKE DETECTORS AT WATER HEATER & A/C UNIT
-PROVIDE ELECTRIC DISCONNECT AT A/C UNIT

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BUILDING SHALL NOT BE OCCUPIED FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.
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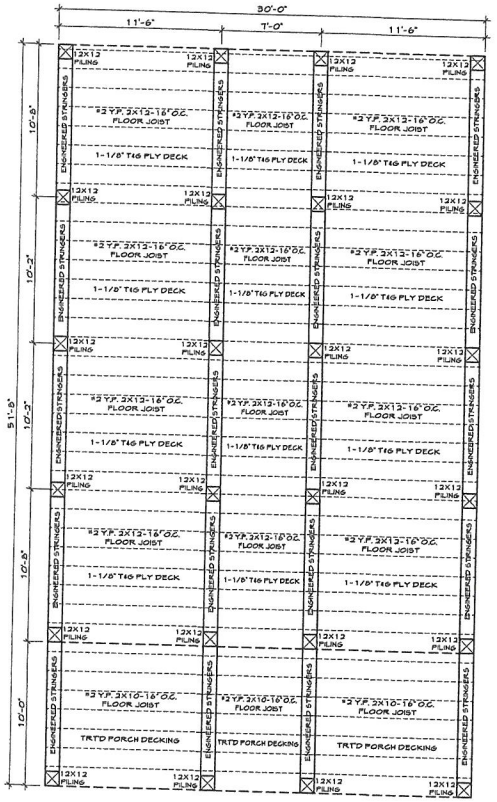
REVISION HISTORY
NUMBER | DATE

DWG. SCALE: 1/4" = 1'-0"

ELECTRICAL
KELLY RESIDENCE
13101 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS
JOB #: 202551127

08-11-25

M1



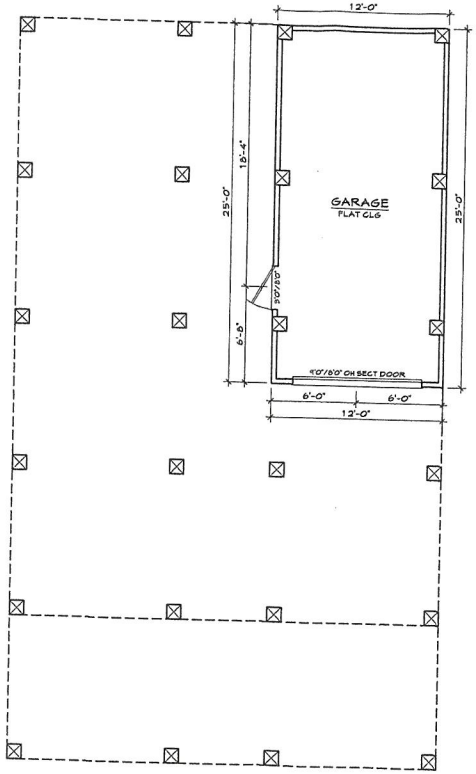
1 / S1 FOUNDATION
SCALE: 1/4" = 1'

LEGEND

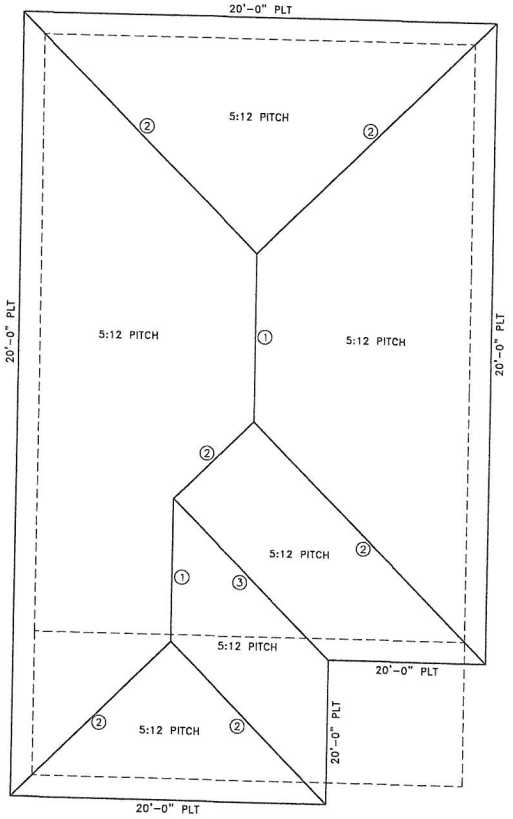
1. RIDGE
2. HIP
3. VALLEY
4. OUTLOOKERS
5. KICKOUTS
6. CRICKET
7. PURLINS

NOTES UNLESS NOTED OTHERWISE (U.N.O.)

01. 5:12 PITCH
02. 10'-±1", 9'-±1" PLT. HTS.
03. COMPOSITION SHINGLES
04. 18" OVERHANG FROM OUTSIDE OF STUD WALL



2 / S1 GROUND LEVEL
SCALE: 1/4" = 1'



3 / S1 ROOF LAYOUT
SCALE: 1/4" = 1'

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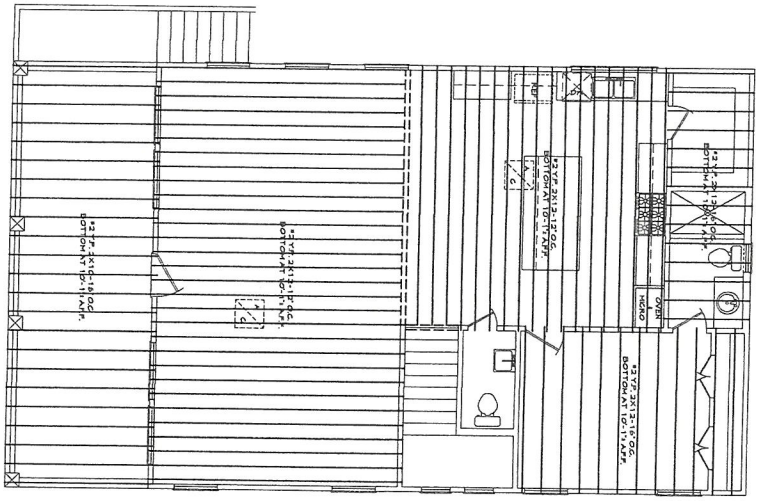
REVISION HISTORY
NUMBER | DATE

DWG. SCALE: 1/4" = 1'-0"

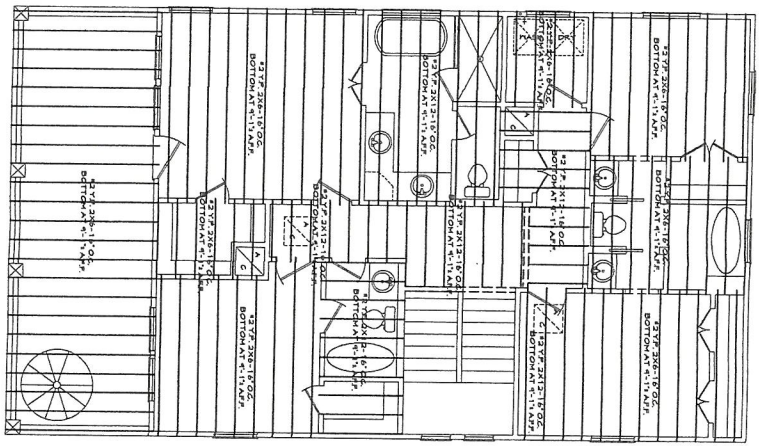
FOUNDATION
KELLY RESIDENCE
19107 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS
JOB #: 20255127

08-11-25

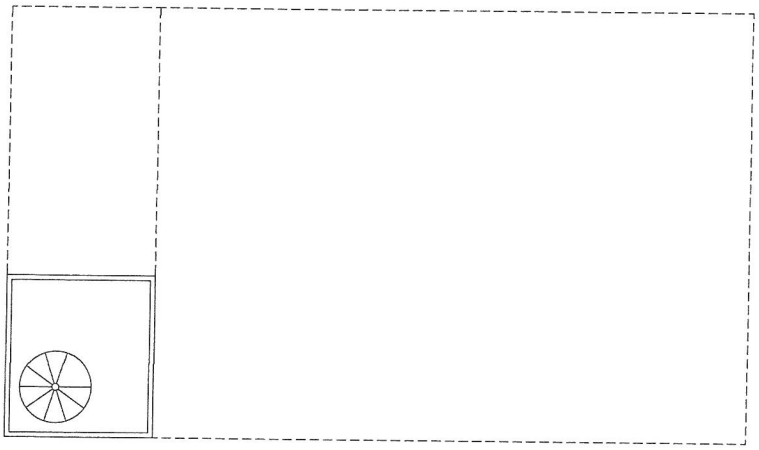
S1



1 S2 1ST CEILING JOIST
SCALE: 1/4" = 1'



2 S2 2ND CEILING JOIST
SCALE: 1/4" = 1'



3 S2 LOOK-OUT JOIST
SCALE: 1/4" = 1'

S2

08-11-25

CEILING JOIST
KELLY RESIDENCE

13107 GULF BEACH DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20255127

DWG. SCALE: 1/4" = 1'-0"

REVISION HISTORY	
NUMBER	DATE

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979-482-1967

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A & M Wetland Consulting Services, LLC

502 Vivit
Angleton, TX 77515
281-627-2659
andy@texaswetland.com
mike@texaswetland.com



October 10, 2025

Construction of a Single Family Home

Building Permit Department
111 East Locust, BLDG. A-29, Suite 210
Angleton, TX 77515
Attn: Joe Ripple

Legal Description:	Treasure Island (A0029 S F Austin), Block 8, Lot 18
Lot Applicant:	Kevin Kelly 14722 Timber Cliff Lane Cypress, TX 77429 832-952-2357 kevin.kelly.1999@gmail.com

Dear Mr. Ripple,

Mr. Kelly plans to construct a single-family home on his lot. The total project area contains 5,655 square feet of land mass. The project area includes 1) 4,945 square feet within Lot 18, and 2) 710 square feet within the Gulf Beach Drive road easement.

In addition to the home, improvements include 1) 1,550 square feet of Crushed Shell under the home and deck, 2) 1,015 square feet of Crushed Shell driveway/parking, 3) 365 square feet of Crushed Shell slope along the driveway/parking area, and 4) a 1,001 square foot septic field. After construction the lot will be 100% pervious.

This project will have no negative impact on coastal erosion as home construction and improvements will be landward of the existing stone revetment.

A layout showing the existing contours and a layout showing the final contours is included with this submittal. The contour of the lot will be shaped to provide a uniform slope under the home.

The home construction and amenities will not adversely affect the public or public beach access as all improvements will be made within Lot 18 and the Gulf Beach Drive road easement. No improvements will occur on the public beach.

The shoreline in this area is eroding. An interactive map on The Bureau of Economic Geology's web site (coastal.beg.utexas.edu) was utilized to determine the average annual

shoreline change in this area. The "Linear Regression Rate" at Site 2827 on the interactive map is -15.81 feet/year.

The home is in Zone VE (EL 19 feet) according to FEMA's National Flood Hazard Layer (NFHL) Viewer and does lie within a 100-year flood plain.

The applicant will hire a contractor who will post a bond or provide proof of insurance.

The applicant will notify the Brazoria County, in writing, when work begins. The applicant will be responsible for any mitigating costs associated with this project.

Respectfully submitted this October 10, 2025,

Andy R. Bouse
281-627-2659

Michael J. Christley, P.E.
979-549-7063

A & M Wetland Consulting Services, LLC



SURVEY PLAT

LOT 18, BLOCK 8

OF

TREASURE ISLAND SUBDIVISION

AS RECORDED IN

VOLUME 9, PAGE 73

OF THE

BRAZORIA COUNTY PLAT RECORDS

IN THE

S.F. AUSTIN PENINSULAR LEAGUE

ABSTRACT 29

OF

BRAZORIA COUNTY, TEXAS

FOR

KEVIN KELLY

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 27, 2024.

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

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.
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE VE PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0675K DATED 12-30-2020.
4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY, THERE MAY BE ITEMS OF RECORD THAT AFFECT SUBJECT PROPERTY.

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
151 COMMERCE STREET, ALVIN, TEXAS 77511
OFFICE: 979.388.3822 FAX: 979.388.9944 FIRM NO. 10024500

SURVEYED:	RG/S-27-24	BOOK: TREASURE ISLAND V.12	PROJ NO:	16704-24-01
DRAWN BY:	C.SORIA 5-9-24	CHECKED:	TRS/5-30-24	REVISED:	NONE



KEVIN KELLY

LOCATION MAP

TREASURE ISLAND, LOT 18, BLOCK 8

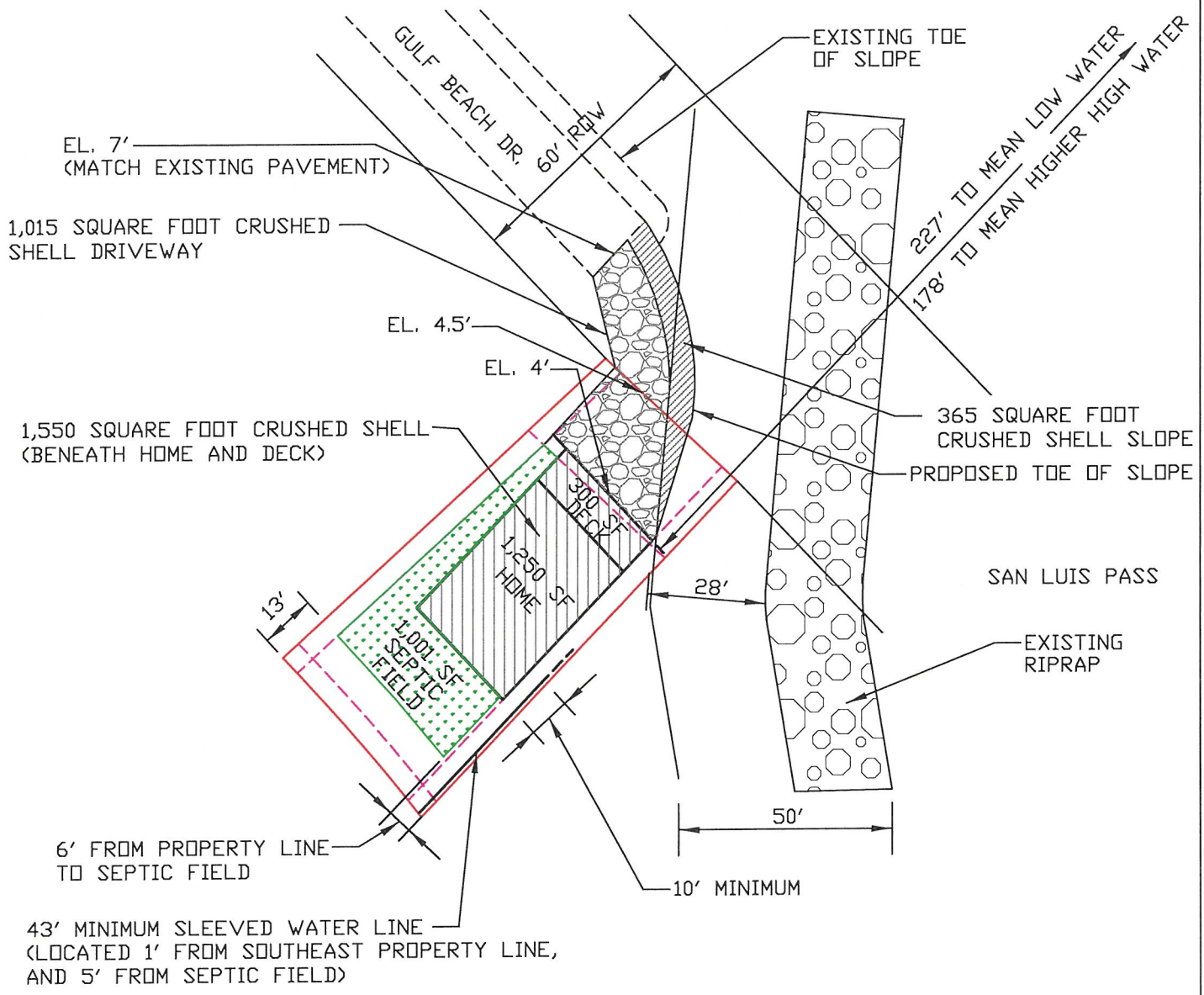
BRAZORIA COUNTY, TEXAS

N

THE SITE IS LOCATED IN TREASURE ISLAND

SHEET 1 OF 1

SEPTEMBER 6, 2025



NOTE:
SEE DECK DETAIL FOR LOCATION OF COVERED AND UNCOVERED DECK.

KEVIN KELLY

13107 GULF BEACH DR.

TREASURE ISLAND, LOT 18, BLOCK 8

BRAZORIA COUNTY, TEXAS

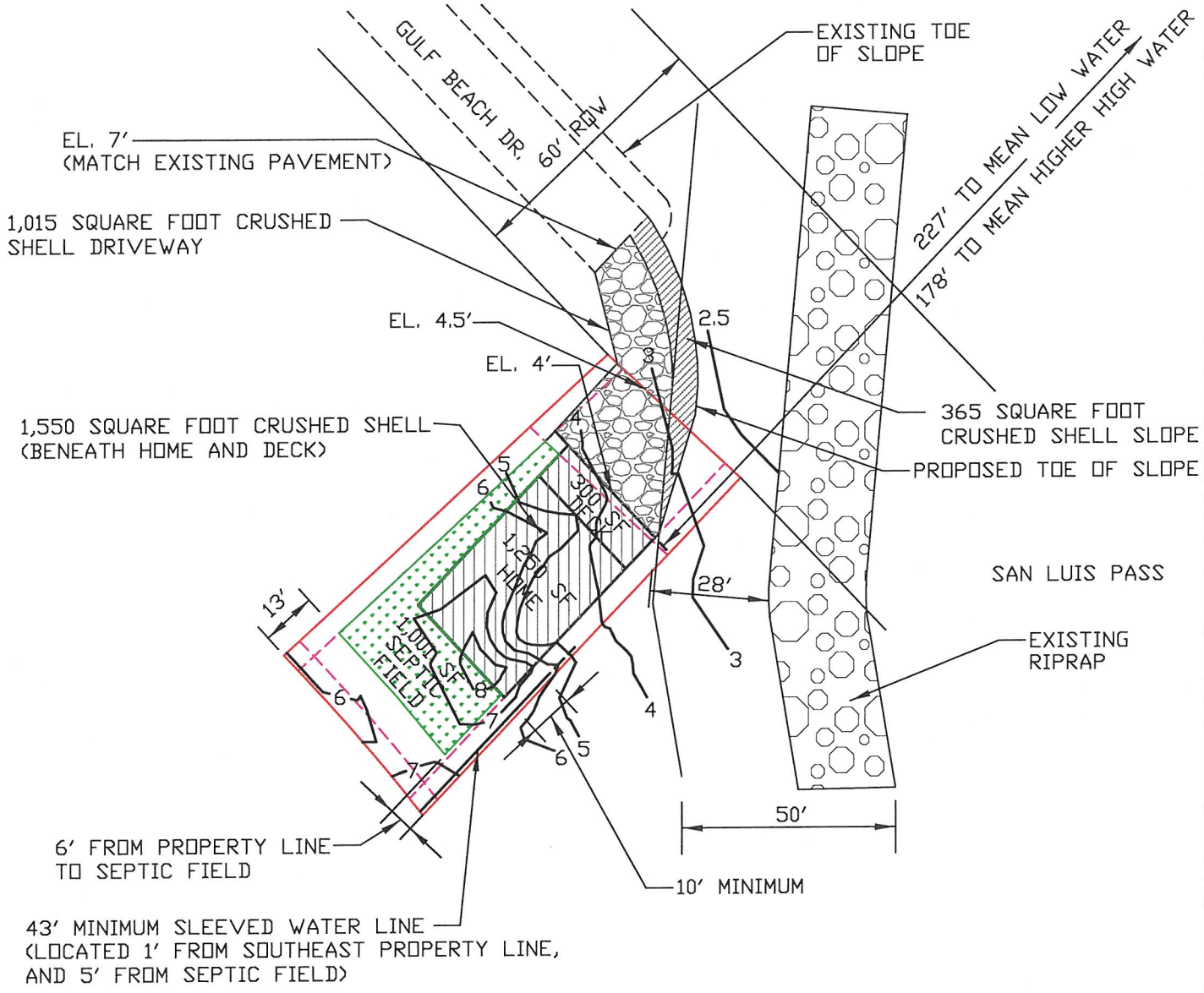
PROPERTY LINE

BUILD LINE

N

SHEET 1 OF 1

SEPTEMBER 6, 2025



NOTE:
SEE DECK DETAIL FOR LOCATION OF COVERED AND UNCOVERED DECK.

KEVIN KELLY

13107 GULF BEACH DR.

TREASURE ISLAND, LOT 18, BLOCK 8

EXISTING CONTOURS

BRAZORIA COUNTY, TEXAS

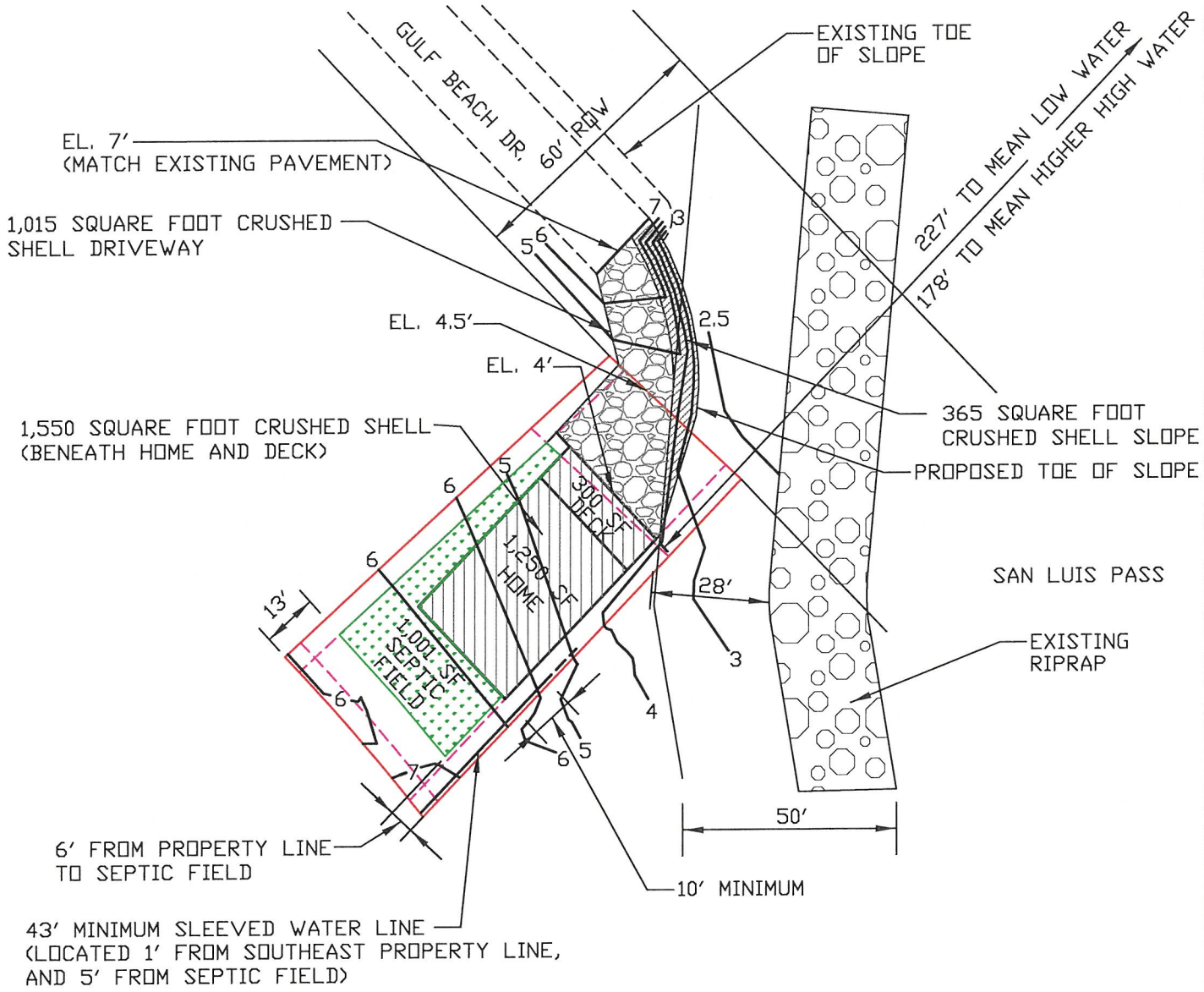
PROPERTY LINE

BUILD LINE

N

SHEET 1 OF 1

SEPTEMBER 6, 2025



NOTE:
SEE DECK DETAIL FOR LOCATION OF COVERED AND UNCOVERED DECK.

KEVIN KELLY

13107 GULF BEACH DR.

TREASURE ISLAND, LOT 18, BLOCK 8

FINAL CONTOURS

BRAZORIA COUNTY, TEXAS

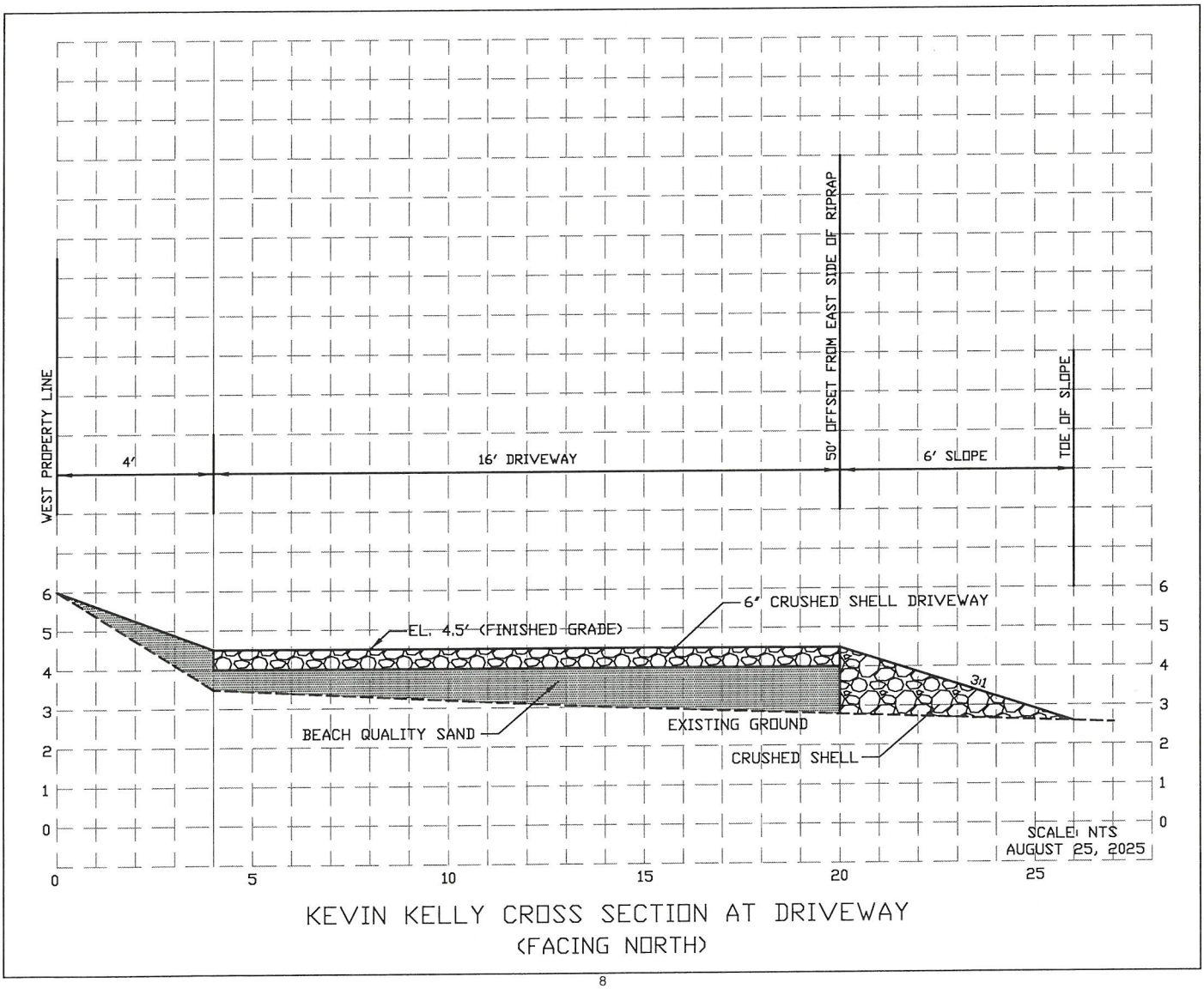
PROPERTY LINE

BUILD LINE

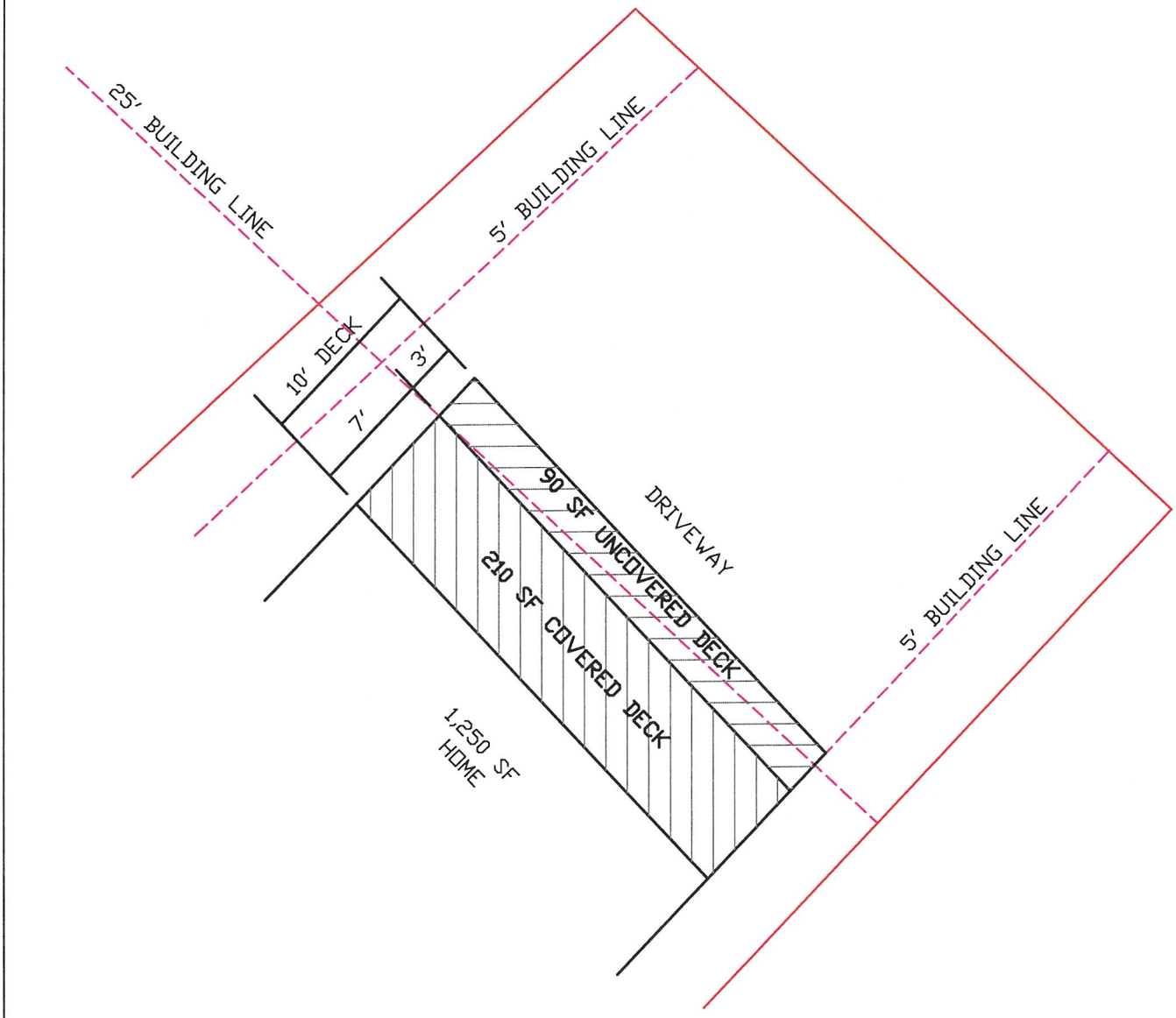
N

SHEET 1 OF 1

SEPTEMBER 6, 2025



KEVIN KELLY CROSS SECTION AT DRIVEWAY
(FACING NORTH)



KEVIN KELLY
13107 GULF BEACH DR.
TREASURE ISLAND, LOT 18, BLOCK 8
300 SF DECK DETAIL

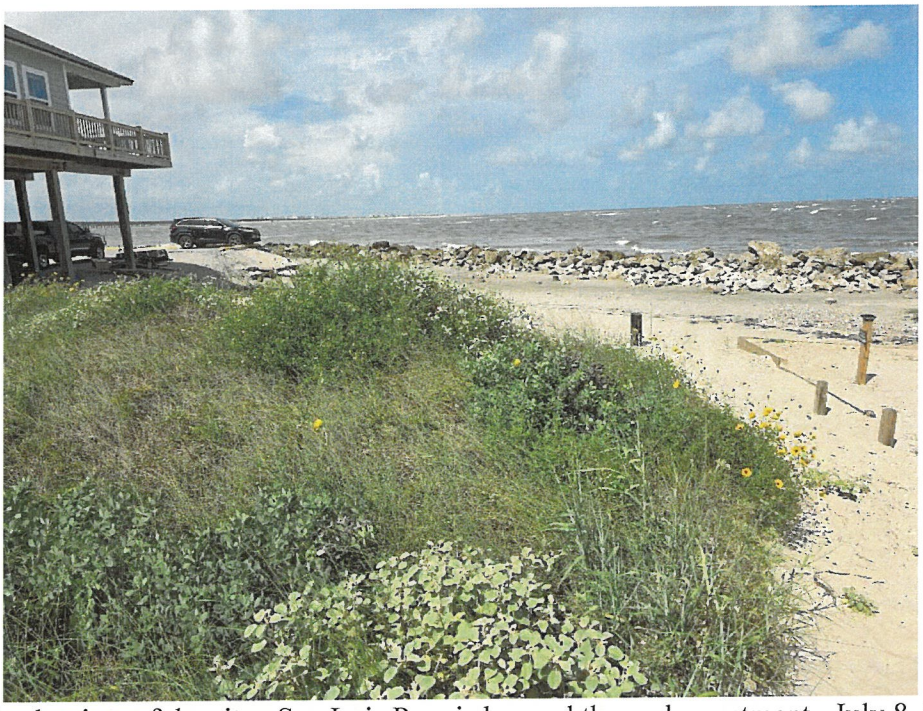
BRAZORIA COUNTY, TEXAS

PROPERTY LINE
BUILD LINE

N

SHEET 1 OF 1

SEPTEMBER 4, 2025



Northerly view of the site. San Luis Pass is beyond the rock revetment. July 8, 2025



Southerly view of the site as seen from the Gulf Beach Drive easement. July 8, 2025



Easterly view of the site along the Gulf Beach Dr. easement. July 8, 2025



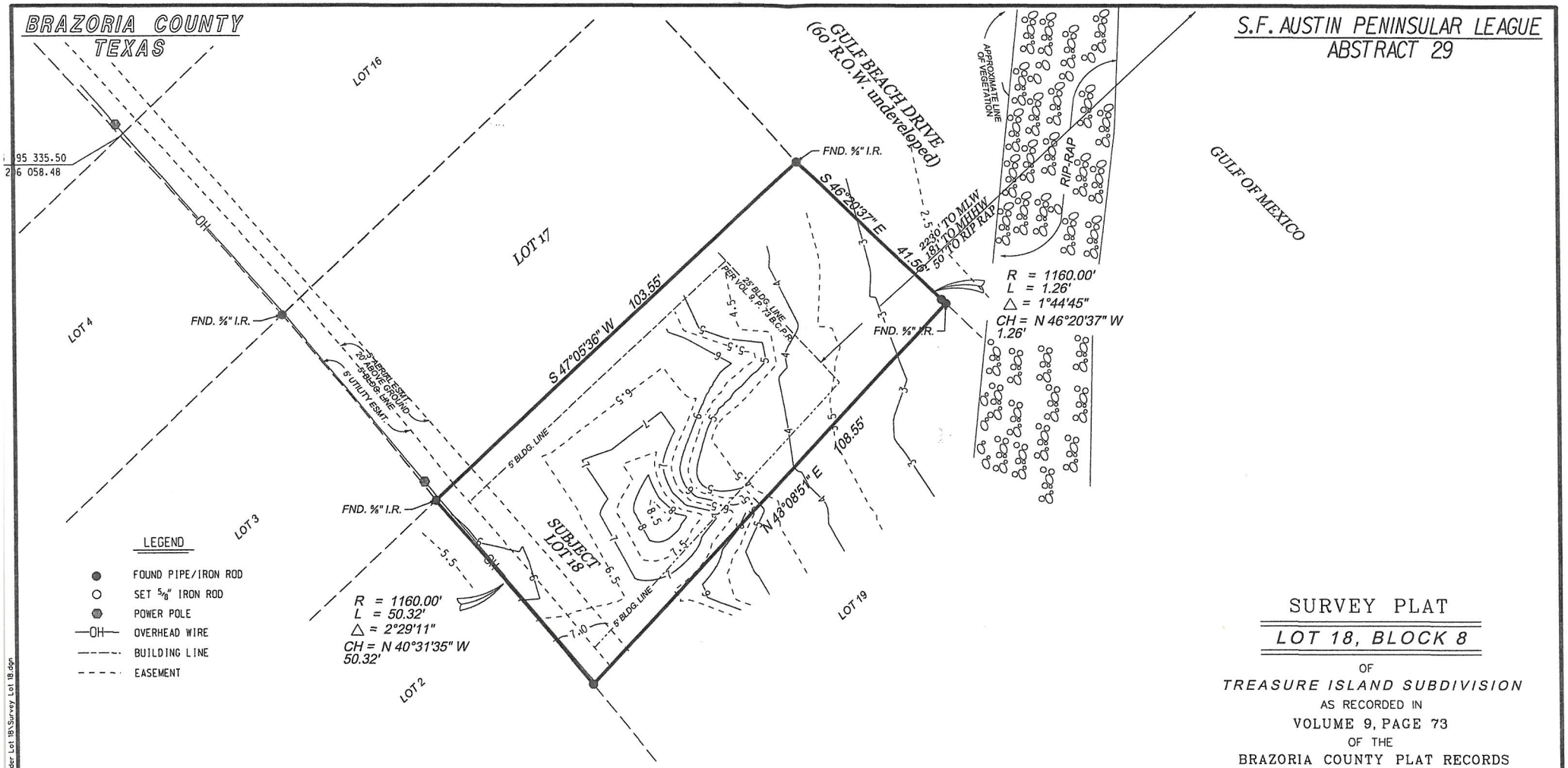
Easterly view of the site in the vicinity of the future home. July 8, 2025



Westerly view of the site near Gulf Beach Dr. July 8, 2025



Westerly view of the site in the vicinity of the future home. July 8, 2025



SURVEY PLAT

LOT 18, BLOCK 8

OF

TREASURE ISLAND SUBDIVISION

AS RECORDED IN

VOLUME 9, PAGE 73

OF THE

BRAZORIA COUNTY PLAT RECORDS

IN THE

S.F. AUSTIN PENINSULAR LEAGUE ABSTRACT 29

OF

BRAZORIA COUNTY, TEXAS

FOR

KEVIN KELLY

GULF BEACH DRIVE

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 27, 2024.

STATE OF TEXAS REGISTERED TERRY SINGLETARY 4808 PROFESSIONAL LAND SURVEYOR

Terry Singletary

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

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.
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE VE PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0675K, DATED 12-30-2020.
4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY, THERE MAY BE ITEMS OF RECORD THAT AFFECT SUBJECT PROPERTY.

N

0 10 20

1" = 20'

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: SCALE: 1" = 20' BOOK: TREASURE ISLAND V. 12 PROJ. NO: 15704-24-01

...\DGN\Boundary\Treasure Island\Section 1\Blk8 Lot18\New Order Lot 18\Survey Lot 18.dgn

Received

2025-543
Related OSSF Application#

Permit#

511
IRC#

BRAZORIA COUNTY

NOTICE OF RESIDENTIAL CONSTRUCTION INSPECTION COMPLIANCE IN UNINCORPORATED AREA (TO BE SUBMITTED BY BUILDER)

BUILDERS NAME: Davison Gulf Coast LLC

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

1) New Residential Construction on a vacant lot [✓]

2) Addition to an Existing Residential Unit [ ]

NOTE: *If a property lies in an ETJ it is required to contact the city hall/or appropriate building codes.*

LOCATION:

Address: 13107 Gulf Beach Dr

Lot and Block #: Lot 18 BLK 8 Subdivision: Treasure Island

Survey: _____ Tract/Acreage: _____

Deed Reference: _____ Property ID (MCAD)#: 257406

RESIDENTIAL CODE USED IN CONSTRUCTION:

1) INTERNATIONAL RESIDENTIAL CODE- published 2018 [ ]
Date

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **12/9/2025**

Deputy Constable Appointment - Precinct 3

Upon recommendation by Precinct 3 Constable Buck Stevens, approve the appointment of the below stated person as a Deputy Constable.

Orrester Johnson - Law Enforcement Security Bailiff

C.B. "Buck" Stevens

Constables Office

Brazoria County – Pct. 3
P.O. Box 2534
Pearland, Texas 77588-2534
281-997-9777 (o)
281-412-7034 (f)

November 19, 2025

Brazoria County Judge and Commissioners Court
Brazoria County Human Resources Department
Brazoria County Auditors Office

REF: Request for Appointment of:

- ☐ Paid Full-Time Deputy Constable
- ☐ Paid Part-Time Deputy Constable
- ■ Paid Part-Time Deputy Constable Courtroom Security Bailiff
- ☐ Non-Paid Reserve Deputy Constable

Pursuant to Section 86.011(a) of the Government Code, I would like to submit the following applicant to the court for approval and confirmation.

Name: Orrester Johnson

Position #: 00002315

This individual has made application with this office and has passed all drug test, background investigations and Peace Officer requirements as set out by the Texas Commission on Law Enforcement and is qualified to be appointed as a deputy Constable.

It is my recommendation that this applicant be approved and become an employee of the county effective December 1, 2025

Respectfully,

CB Stevens

C. B. "Buck" Stevens
Constable – Pct 3

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **12/9/2025**

Reappointment to Brazoria County Children's Protective Services Board

Approve reappointment of Tammy McGaughey to the Brazoria County Children's Protective Services Board - Position 8 for a three year term beginning January 1, 2026 through December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **12/9/2025**

Reappointment to Brazoria County Children's Protective Services Board

Approve reappointment of Nancy Wollam to the Brazoria County Children's Protective Services Board - Position 6 for a three year term beginning January 1, 2026 through December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **12/9/2025**

Reappointment to Brazoria County Children's Protective Services Board

Approve reappointment of Sharon Dickerson to the Brazoria County Children's Protective Services Board - Position 7 for a three year term beginning January 1, 2026 through December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **12/9/2025**

Reappointment to Brazoria County Children's Protective Services Board

Approve reappointment of Carolynn Waites to the Brazoria County Children's Protective Services Board - Position 5 for a three year term beginning January 1, 2026 through December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **12/9/2025**

Deputy Constable Appointment - Precinct 2

Upon recommendation by Precinct 2 Constable William “Willie” Howell, approve the appointment of the below stated person as a Deputy Constable.

Leonard Bustos - Full Time Deputy Constable

Brazoria County Constable Precinct 2
Constable Willie Howell

7313 Corporate Drive, Suite 117
Manvel, Texas 77511
281-756-2491 fax: 281-692-1769

November 24, 2025

Commissioners Court
Brazoria County Courthouse
111 E. Locust
Angleton, Texas 77515

RE: Confirmation of Deputy Constable for Precinct 2

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individual that will serve as Full Time Deputy Constable for Precinct 2.

1. Leonard Bustos – Full Time (Patrol / Civil) Deputy Constable
   Grade 38 Step 12 This will be a transfer from Pct. 4 Constable

Thanks for your consideration.

Willie Howell

Constable Willie Howell
979-236-1293 cell

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **12/9/2025**

Fish and Bait Restock for Brazoria County Park Ponds

Upon recommendation from Parks Director, Bryan Frazier, Brazoria County Commissioners Court authorizes the use of Gulf of Mexico Energy Security Act (GoMESA) dollars payment in the amount of $8,835.00 to Southwest Aquatics for the purchase of game and bait fish species to stock Brazoria County Parks ponds.

A certified copy of Court Order shall be sent to Brazoria County Parks Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **12/9/2025**

Award ITB #26-01 Mowing with Hay Production

Approval to award “ITB #26-01 Mowing with Hay Production” to the following vendor who submitted the best bid meeting our specifications per the attached summary.

- Patrick McGaughey Cattle

Further, the County Judge be authorized to sign any documents or amendments related to this agreement, and that the final documents be authorized to attach to the minutes.

26-01 Award Summary

A total of one hundred and ninety-seven (197) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were thirty-six (36) document takers resulting in one (1) submission.

Upon recommendation of the Purchasing Department, award “ITB# 26-01 Mowing with Hay Production” to the following vendor, who submitted the best bid meeting our specifications.

- Patrick McGaughey Cattle

a.moises@ogh.us.com
Adamstotallawn@att.net
admin@atlas-multiservices.com
admin@equi-nex.com
admin@hqrsolutions.com
Admin@intelliship.co
admin@k3salesandservices.com
admin@maciasbuilders.com
afarley85@hotmail.com
Alarius@sagebrookcontracting.com
alicelawncare@yahoo.com
alteca@hilsport.com
amandaml.welding.fab@gmail.com
anthonyd@novalg.com
ashley@breezydayllc.com
ava@egcatx.com
barney@earlsconstruction.net
baxter.nolimits@gmail.com
bd@ipgstate.com
BD@VETRAGLOBAL.COM
becllc83@gmail.com
bids@hluinc.com
bids@mcflylandscaping.com
Bluebonnetstone@gmail.com
bob@poolelandscapesupply.com
bridgecommunications@hotmail.com
Brittany@craigsdirtservice.com
bryce7ehlinger@gmail.com
btdependableservices@gmail.com
buffalogaphardware@gmail.com
bwmiller270@gmail.com
cameron@sungrowllc.com
canopylawns@gmail.com
capt72464@aol.com
cash@crclac.com
cblawnsharks@gmail.com
cdc@cobosinc.com
cehandservicesllc@gmail.com
chad.barksdale@protonmail.com
chinton0810@yahoo.com
chriscooper1116@yahoo.com
Christopher.arnold27@yahoo.com
cjcoffee1@gmail.com
clark@eastexautomotive.com
clearpathint.share@gmail.com
clint@nppc.biz
colekut4@gmail.com
contact@cedatex.com
CoreyD4795@yahoo.com
crendon@rendonindustrysolutions.net
CURTIS@GI-MOW.COM
curtisabel@unitedagt.com
davidhale@guardian6s.com
dcanada.cmhs@outlook.com
demarquiesj@gmail.com
Demone@DaMan365.net
dillan@Frontierlandworksllc.com
DisposeIt.contact@gmail.com
DO-RA-ME@HOTMAIL.COM
droneadmin@highergroundlm.com
ebfndinc1@sbcglobal.net
EDDIE@MARTINEZBROS.COM
educationsales.USA@sodexo.com
eguerra@endeavorsunlimited.org
elitelandscaping.irrigation@gmail.com
ERNESTO@OCHOSERVICES.COM
Estela@salandscape.com
estimates@paigemgmt.com
evans.l.teams@gmail.com
felicerio@hotmail.com
fourseasonscs1@yahoo.com
freemanspl@yahoo.com
g.hamil@hotmail.com
gatzfoster@yahoo.com
Gerald@baylorlumberco.com
gminter@twinriversvs.com
Googallionaires@yahoo.com
guswalker7@yahoo.com
hadden@scout5ventures.com
hammondslandservices@gmail.com
hank@endurancecarrier.com
heather.saia@epsimail.com
hornscrewhornscrew@yahoo.com
Hotcontractingsupply@gmail.com
hservicesdfw@gmail.com
Hundlworks@gmail.com

igraves@ji-services.com
info@alpctx.com
info@fnvcontractors.com
info@grassworksaustin.com
info@gulfcoastrgv.com
info@hgrgc.com
info@impactgunite.com
info@monarch-texas.com
info@polygonerz.com
info@summitpublicoperations.com
info@xleagle.com
james.morgan@davey.com
jamesshelton572@gmail.com
jarrod@hotlandscape.com
jbarnessadler@bstsolutionsllc.com
jeff@outdoorms.com
jenny@rrlltx.com
jordon@jbillindustries.com
jprcin@texasenviro.com
jrsmith1@yahoo.com
julia@KCLANDSCAPETX.COM
justin@ignitionlandservices.com
justinatteberry@onyx-iron.com
jwbjr_gc@jwbjr.com
keith@austintreeexperts.com
kenneth@energywasteservices.com
kleensweep2007@gmail.com
kristib@ktblack.com
krystal.singleton1046@yahoo.com
kyle@riseabovetrees.com
kylelandscapingservices@live.com
larry@southtexastractor.com
ldurst@cornerstonetx.net
lenzyucs@swbell.net
lewisbeasley381@gmail.com
lopez3teodoro@gmail.com
lopeznoahm@gmail.com
marcusjean@texastaurusenterprisesllc.com
mark@southernlandscapes.com
matthew@k5servicesllc.com
mauricemacbow@gmail.com
mcc.contractorcompany@gmail.com
megan.cortinas310@gmail.com
MELLISSA@MLRSERVICES.NET
mercadomowers@gmail.com
michael@aeterna-environmental.org
michaelrodriguez2308@gmail.com
michaelurrestap@gmail.com
milaoilfieldservices@gmail.com
mstokes@producerscooperative.com
mstreelawnservice@hotmail.com
munzurh1@gmail.com
mwinn@goodwillsa.org
o.azua@outlook.com
office@diamondmfieldservices.com
office@southtexaspestcontrolservices.com
Office@tcp-tx.com
osanusoftwareservices@gmail.com
outlaw38@hotmail.com
paulinomata@4mlandscapes.com
pflugerville.owner@groundsguys.com
pm.services36@gmail.com
premiertx1@gmail.com
prolandscapesolutions@yahoo.com
r_q_shahid@email.com
ranchsolutions16@gmail.com
rfp@ambassadorusa.com
rgon0622@gmail.com
Rick@FarmRanchStore.com
robert.hay@controlautomationspecialists.com
ROBERT@MOPS-PQD.COM
rockingarrowdltd@gmail.com
rockinp1@outlook.com
romanLandscapingtx@gmail.com
rrecllc@outlook.com
rzaman@workquest.com
sales@alcyonglobal.com
sam@csmandson.com
savannah@dolevaelitetree.com
schooleycattlecompany@gmail.com
sdsinc2@sbcglobal.net
service@lariatpm.com
shannon@uvc1stop.com
shera.lehman@sungrowllc.com
sheri@dreamranchtx.com
Simplevaletsolutions@gmail.com

sjacobi@arsgem.com
sladekj@helenaagri.com
Slaytonfarms@gmail.com
smalawski@naturchem.net
southernlandscapes27@gmail.com
spencer@ceirrigation.com
suidae@etczone.com
Support@mattrigroup.com
support@vitascleaningservices.com
Texasroadconstruction@gmail.com
th@srhtrees.com
Tribaljudge13@gmail.com
trish@psgroup.one
tstovall@vaquerotechnical.com
tumahlazarus@gmail.com
txl@rzvltd.com
Venemex24@gmail.com
victoria.fletcher@muddybootcontracting.com
vincent@txheritagetreecare.com
vmiles@ellarienterprises.com
wayne@acumen-enterprises.com
wes.dryden@yahoo.com
y.valent@ace-com.net
yellowwolfservices@gmail.com
zenobia@xbacommercial.com

ATTACHMENT A – BID TABLE WITH PRICING

VENDOR TO INSERT BID TABLE HERE

ITB # 26-01 MOWING WITH HAY PRODUCTION ATTACHMENT A BID TABLE	
1.0 113.6 ACRES AT 3602 CR 45 ANGLETON, TX	
PRICE PER STANDARD BALE OF HAY:	$0.15 per square bale
PRICE PER ROUND BALE OF HAY:	$3.00 per round bale
2.0 122 ACRES AT 585 CR 443 (HOSPITAL DRIVE) ANGLETON, TX	
PRICE PER STANDARD BALE OF HAY:	$0.15 per square bale
PRICE PER ROUND BALE OF HAY:	$3.00 per round Bale

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **12/9/2025**

Reject Bids for ITB #26-02 After Market Auto Parts, Supplies, Filters and Miscellaneous Items

Approval to reject the submissions received for “ITB #26-02 After Market Auto Parts, Supplies, Filters and Miscellaneous items”. It was determined during the evaluation process, that the best-evaluated offerors are already awarded vendors on approved cooperatives purchasing contracts available to Brazoria County.

Cooperative contracts offer more advantageous pricing and terms than the pricing submitted under ITB #26-02 After Market Auto Parts, Supplies, Filters and Miscellaneous Items.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **12/9/2025**

Renew RFP #24-18 The Purchase of Law Enforcement Uniforms, Accessories and Body Armor

Approval to renew with a price increase “RFP #24-18 The Purchase of Law Enforcement Uniforms, Accessories and Body Armor” with the following vendor for the second (2nd) year of a five (5) year contract per the attached along with terms and conditions of the current contract which is set to expire on December 17, 2025.

- Fernandez Investment Group Inc., dba Cop Stop of Pearland, Texas

The renewal term shall be December 18, 2025 to December 17, 2026

Additionally, amend the contract to remove the following items as well as change the pricing structure for Uniform Embroidery-sewing and removing patches. Patch sewing and removal will now be per garment and not per patch. Pricing will change from $6.00 per patch to $8.00 per garment.

- 7X9 Strike Plate
- 5X8 Strike Plate
- Safariland XT03 II front and back vest
- 5X8 Protech Impact hard plate

Further, expenditures will be funded by the departments’ approved fiscal year budget.

24-18 Price Increase Summary

Approval to renew with a price increase ranging from 3.98%-10.75% for “RFP #24-18 The Purchase of Law Enforcement Uniforms, Accessories and Body Armor” to Fernandez Investment Group Inc. dba Cop Stop, as per the attached.

The price increase in manufacturing costs for raw materials- fiber, yarn and thread mills, cut and sew apparel manufacturing, accessories and other apparel manufacturing, labor and thread is in line with the attached PPI reports that reflect increases, therefore the increase is justified.

Due to unapproved price increases not supported by the Producer Price Index or the Consumer Price Index we are removing the following plates from the contract.

- 7X9 Strike Plate
- 5X8 Strike Plate

Due to a change in department preference, we are also removing the following items from the contract as they are no longer ordered.

- Safariland XT03 II front and back vest
- 5X8 Protech Impact hard plate

Additionally, amend the contract to change the pricing structure for Uniform Embroidery-sewing and removing patches. Patch sewing / removal will now be per garment and not per patch. Pricing will change from $6.00 per patch to $8.00 per garment. This change also covers patch install on body armor. It’s an overall price savings to the County.

RFP# 24-18 The Purchase of Law Enforcement Uniforms, Accessories and Body Armor			
Bidder shall list product description and minimum percentage (%) amount off list. **The County will have the option to add items to the contract throughout the term of the contract**	**PRODUCT DESCRIPTION**	**MINIMUM % OFF LIST/STORE RETAIL**	Proposed %
EXAMPLE	***SHIRTS***	***25%***	
	Uniform Shirts	12%	12%
	Uniform Pants	12%	12%
	Polos	12%	12%
	Tactical Pants	12%	12%
	Combat Shirts	12%	12%
ACCESSORIES ***(VENDORS CAN SUGGEST OTHER ITEMS)***			
	BELTS	12%	12%
	BOOTS	12%	12%
	RAINCOATS	12%	12%
	HAT COVERS	N/A	12%
	WINTER JACKETS	12%	12%
	UTILITY BELTS	12%	12%
	METAL NAME PLATES	12%	12%
	CLOTH ID PATCHES	12%	12%
	HATS (FELT AND STRAW)	N/A	N/A
	TIES	12%	12%
	Insignia	12%	12%

RFP# 24-18 The Purchase of Law Enforcement Uniforms, Accessories and Body Armor				
Bidder shall list pricing for all emboridery and Alteration services The County will have the option to add items to the contract throughout the term of the contract	**PRODUCT DESCRIPTION**	**PRICE**	Proposed Price	% of Increase
Law Enforcement Departments				
Blank space for vendor to add additional popular patch sizing	Sewing and removing patches (per garment)	$6.00	$8.00	33.33%
	3"X3" (circle)	$6.00 sew on	N/A	
	2.5" X 2.5" (circle)	$6.00 sew on	N/A	
	4.25" X4"	$6.00 sew on	N/A	
	1"x2.75"	$6.00 sew on	N/A	
	1"x5"	$6.00 sew on	N/A	
	Chevrons	$5.00	$5.00	
	Stripes (3"X3 1/4")	$5.00	$5.00	
	Hemming trousers	$15.00	$15.00	
	Tapering shirts	$15.00/$20.00	$15.00/ $20.00	
	Waist alterations	N/A	N/A	
	Sewing pockets closed	$10.00	$10.00	
	Striping of trousers	$18.00	$18.00	
	Altering long sleeves	$15.00/$25.00	$15.00/ $25.00	
	Tapering trouser leg, thigh and seat, and crotch	$15.00/$25.00	$15.00/ $25.00	
	Altering and hem shirt tail	$15.00	$15.00	
	Name emboridery	$18.00	$18.00	
	Logo embroidery	$18.00	$18.00	
	Reflective lettering	$18.00	$18.00	
	Ranking emboridery	$18.00	$18.00	

RFP# 24-18 The Purchase of Law Enforcement Uniforms, Accessories, and Body Armor				
Bidder shall list pricing for all items listed. **The County will have the option to add items to the contract throughout the term of the contract**	**PRODUCT DESCRIPTION**	**PRICE**	**Proposed Price**	**% of Increase**
Law Enforcment Department				
Sheriffi's Office & Fire Marshal	Safariland SX02-II Front and back Ballistic vest	$654.00	$680.00	3.98%
	M series concealable carrier	$87.75	$97.00	10.54%
	5X8 Strike Plate	$99.00	Remove	
	7X9 Strike Plate	$118.00	Remove	
	Brothell PD carrier 2.0 Navy, Badge	$258.00	$275.50	6.78%
Constable Pct. 3	Safariland XT03 II Front and back vest	$654.00	Remove	
	M series concealable carrier	$87.75	$97.00	10.54%
	Protech impact hard plate 5x8	$99.00	Remove	
	Safariland U1 uniform outer carrier, front zip	$232.50	$257.50	10.75%
	Safariland uniform shirt carrier, front zip, tradional molle	$285.00	$298.00	4.56%
Constable Pct. 4	Airisus IIIA armor package with concelable carrier - midnight navy	see below		
	Uniform shirt carrier (no molle) midnight navy	see below		
	Uniform Patrol carrier with shirt pockets, front zipper, front and back plate pockets, 3 rows of Molle, hook/loop ID panels	see below		
Constable Pct. 1	RSA IIIA ultra premium body armor	see below		
	Truth 855, 10X12 SC	see below		
	Truth 308c, 6x6 FC -side plate	see below		
	RTC - plate sleeve 6x6 - green	see below		
	RISE uniform carrier 2.0 load bearing- black carrier only	see below		
	RISE uniform carrier 2.0 load bearing- black, ultra premium, IIIA	see below		
	RTC QR carrier, mf, Od Green	see below		
Constable Pct. 2	Armor express razor level IIA (female) package includes on concealable carrier and one 5/8 ARA shock insert	see below		
	Armor express razor level IIA package includes on concealable carrier and one 5/8 ARA shock insert	see below		
	Armor express Traverse outer dress vest carrier	see below		
	Soft armor plate - IIIA 12"X 10" ultralite	see below		

	T-shirt carrier Gen2 - Black 12"x12"pocket	see below		
	Elbeco V314 navy tex-trop external vest carrier (M/R)	see below		
	Armor express over carrier - Traverse- molle with ID placard attachment - LAPD navy	see below		
DA Investigations	MC Hi lite/ performX gen II, Black	see below		
	PBE universal panel	see below		
Additional Items	Heat Transfer Patches	$15.00	$16.50	10%
	Embroidery	$18.00	$18.00	
	Patch Install (per garment)	$6.00	$8.00	33.33%
	ID Velcro panels	$15.00	$16.50	10%
	Blank Tape 1X5	$15.00	$16.50	10%
	Patches 4X8	$15.00	$16.50	10%
	Constable Pct 4	Safariland Armor Options		
	Constable Pct 1	Safariland Armor Options		
	Constable Pct 2	Safariland Armor Options		
	DA Investigations	Safariland Armor Options		

Safariland, LLC
13386 International Parkway
Jacksonville, FL 32218
904.741.5400

THE SAFARILAND GROUP

September 30, 2025

To Whom It May Concern

Re: Safariland, LLC Price Increases

Due to escalations in raw material, labor, and transportation costs, Safariland, LLC has had to pass along general price increases on our full line of products.

As much as we would like to maintain previously established pricing, market and labor conditions have increased our production costs, which unfortunately necessitates the pricing increase.

We appreciate your continued partnership with Safariland. Should you have any questions, you may contact our local Safariland representative Graham Smith by phone at 817-542-5232 or via email at Graham.Smith@Safariland.com.

Regards,

Kathy Fogelsonger

Kathy Fogelsonger
Sales Operations Support Specialist

PPI Industry Data
Original Data Value

Series Id: PCU313110313110L
Series Title: PPI industry data for Fiber, yarn, and thread mills-
Industry: Fiber, yarn, and thread mills
Product: Thread
Base Date: 198406
Years: 2015 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	246.5	246.5	246.5	246.5	246.5	246.5	246.5	246.5	246.5	246.5	246.5	246.5
2016	246.6	246.6	246.6	246.6	246.6	246.6	246.6	246.6	246.6	246.6	246.6	246.6
2017	247.1	247.1	247.1	247.1	247.1	247.1	248.1	248.1	248.1	248.1	248.1	248.1
2018	248.1	248.2	248.2	248.2	248.6	248.6	248.6	248.6	248.6	248.6	248.6	248.6
2019	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6
2020	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6	250.6
2021	250.6	250.6	250.6	250.6	250.6	250.6	254.101	254.101	254.101	254.101	254.101	254.101
2022	254.101	254.101	256.261	256.261								

Source: Bureau of Labor Statistics

Generated on: November 17, 2025 (03:33:01 PM)

PPI Industry Data
Original Data Value

Series Id: PCU3152--3152--
Series Title: PPI industry group data for Cut and sew apparel
Industry: Cut and sew apparel manufacturing
Product: Cut and sew apparel manufacturing
Base Date: 200312
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	110.3	110.0	110.0	110.2	110.3	110.4	110.5	110.5	110.6	110.6	110.6	110.7
2016	110.7	110.9	110.9	110.8	110.8	110.8	111.2	111.2	111.3	111.3	111.4	111.1
2017	111.3	111.3	111.4	111.4	111.4	112.1	112.3	112.5	112.5	112.6	112.5	112.5
2018	112.6	112.7	112.7	112.7	113.0	112.8	112.9	112.9	112.9	113.2	113.3	113.2
2019	114.1	114.3	114.4	114.9	115.0	115.0	115.1	115.1	115.1	115.1	115.1	115.1
2020	115.5	115.4	115.4	115.4	115.4	115.4	116.1	116.1	114.8	114.9	114.8	114.8
2021	115.2	115.1	115.1	115.2	115.2	115.2	115.663	115.914	116.063	116.300	116.933	117.003
2022	118.964	120.311	120.807	120.933	121.181	121.237	121.458	121.569	122.002	121.943	122.886	123.359
2023	124.242	123.878	123.910	123.916	124.558	124.599	124.609	124.617	124.711	124.044	124.044	124.686
2024	126.304	126.547	128.109	128.070	128.057	129.724	129.785	133.800	133.729	133.946	134.134	134.138
2025	134.493	134.488	134.586	134.702	134.500	134.600	134.718	135.279				

Source: Bureau of Labor Statistics

Generated on: November 3, 2025 (06:31:29 PM)

PPI Industry Data
Original Data Value

Series Id: PCU31599-31599-
Series Title: PPI industry data for Accessories and other apparel
Industry: Accessories and other apparel manufacturing
Product: Accessories and other apparel manufacturing
Base Date: 200312
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	118.8	118.6	118.7	118.7	118.9	118.9	119.1	119.3	119.4	119.4	119.4	119.4
2016	119.5	119.7	119.6	119.7	119.8	120.1	120.1	120.2	120.2	120.2	120.3	120.3
2017	120.7	120.9	121.1	121.1	121.5	121.5	123.0	123.2	123.3	124.4	124.8	124.8
2018	125.1	124.4	125.0	125.7	125.9	126.0	126.3	126.8	126.9	126.9	127.4	127.4
2019	127.9	128.2	128.1	133.7	134.0	134.1	134.1	134.4	134.9	134.8	134.9	134.9
2020	135.4	134.3	134.3	134.4	134.6	133.4	133.4	133.5	133.9	134.2	134.4	135.3
2021	135.7	135.7	135.9	138.6	139.7	141.0	141.264	142.156	142.412	142.574	142.574	143.577
2022	144.655	146.730	146.724	147.566	150.376	151.442	152.659	153.301	157.368	157.494	157.494	157.597
2023	158.331	158.331	158.331	158.331	158.431	160.176	160.176	160.176	163.280	163.280	163.280	163.280
2024	164.208	164.300	164.300	167.084	167.443	167.443	167.952	167.746	167.493	167.025	168.505	168.503
2025	170.757	170.760	170.760	170.600	170.600	170.600	170.866	171.039				

Source: Bureau of Labor Statistics

Generated on: November 3, 2025 (06:31:37 PM)

Chained Consumer Price Index for All Urban Consumers (C-CPI
Original Data Value

Series Id: SUUR0000SAA
Not Seasonally Adjusted
Series Title: Apparel in U.S. city average, all urban consumers,
Area: U.S. city average
Item: Apparel
Base Period: DECEMBER 1999=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	91.119	93.532	96.792	96.414	96.717	95.026	93.542	94.842	96.788	97.733	95.684	92.188
2016	91.404	93.812	95.034	95.167	95.170	93.328	91.223	92.426	95.296	97.117	94.919	91.265
2017	91.608	93.941	95.785	95.535	94.129	92.866	91.116	92.458	95.833	96.480	93.511	90.467
2018	91.533	94.979	96.923	97.170	96.510	94.209	91.651	91.474	96.002	97.057	93.993	90.693
2019	92.202	94.943	94.808	94.499	93.882	93.055	91.350	92.793	95.297	94.705	92.594	89.439
2020	90.816	93.733	93.199	88.662	85.569	85.365	85.043	86.739	88.636	88.387	86.457	85.004
2021	87.607	89.158	89.525	89.470	89.674	89.003	88.459	89.765	91.570	92.355	91.004	90.101
2022	92.782	95.448	96.288	94.816	94.848	94.551	93.359	94.771	97.398	96.884	94.755	93.310
2023	95.578	99.132	99.556	98.387	98.127	97.321	96.139	98.250	99.998	99.693	96.080	94.595
2024	96.086	99.239	100.688	100.442	99.512	98.424	96.899	98.678	101.536	99.951	97.174	95.482
2025	96.267	99.550	100.556	99.325	98.315	98.054	96.794	98.914	101.521			

Source: Bureau of Labor Statistics

Generated on: November 3, 2025 (06:31:55 PM)

PPI Industry Data
Original Data Value

Series Id: PCU3132--3132--
Series Title: PPI industry group data for Fabric mills, not seasonally
Industry: Fabric mills
Product: Fabric mills
Base Date: 200312
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	129.0	129.1	129.2	128.9	129.0	128.8	128.8	128.8	128.8	128.8	128.8	128.8
2016	128.7	128.6	128.3	128.2	128.2	128.1	127.6	127.6	127.7	126.1	126.1	126.1
2017	126.4	126.5	126.4	127.7	128.0	128.0	127.7	126.4	126.4	126.3	126.6	126.4
2018	126.5	127.9	128.6	128.8	129.2	128.8	128.9	131.4	131.7	132.1	132.9	132.8
2019	133.5	133.7	133.3	133.2	133.2	133.3	133.2	133.2	133.1	133.0	132.9	132.7
2020	132.3	132.0	132.1	131.9	132.0	131.8	131.6	131.8	131.5	131.6	132.0	132.3
2021	133.6	134.5	136.1	138.1	139.0	140.0	141.529	142.669	144.827	146.577	147.588	148.159
2022	150.437	151.932	153.028	154.944	158.023	160.405	160.497	162.701	162.864	162.434	162.489	162.500
2023	163.462	163.475	163.625	163.722	163.389	163.037	162.738	162.134	162.273	162.237	162.110	162.356
2024	162.469	160.687	160.765	161.304	160.872	161.052	160.831	161.251	161.471	161.599	161.100	161.285
2025	161.941	162.125	162.652	163.041	163.053	163.240	163.456	164.012				

Source: Bureau of Labor Statistics

Generated on: November 3, 2025 (07:46:25 PM)

PPI Industry Data
Original Data Value

Series Id: PCU3131--3131--
Series Title: PPI industry group data for Fiber, yarn, and thread
Industry: Fiber, yarn, and thread mills
Product: Fiber, yarn, and thread mills
Base Date: 198412
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	133.8	133.3	133.2	133.1	133.2	130.1	131.9	131.5	131.2	131.1	131.1	131.0
2016	130.8	130.8	130.2	129.6	129.5	129.1	129.3	129.6	129.6	129.6	129.6	129.7
2017	132.3	133.3	133.4	133.2	132.8	132.9	132.8	132.9	132.2	132.1	132.6	133.0
2018	134.6	136.4	137.2	138.7	139.6	140.7	141.1	141.2	141.6	141.3	140.8	140.0
2019	138.5	137.7	138.2	139.0	138.4	138.1	137.4	137.2	137.8	137.0	135.5	135.8
2020	135.6	135.5	134.5	133.7	133.4	132.5	132.5	132.8	132.5	132.2	132.6	133.2
2021	135.6	142.5	145.0	148.3	151.1	152.3	153.761	156.437	159.036	164.341	170.112	170.434
2022	174.400	176.817	183.257	194.450	197.858	198.682	200.978	200.772	194.859	188.971	186.226	181.057
2023	175.850	175.952	172.462	170.798	169.033	169.502	169.963	169.547	170.030	169.696	167.825	168.156
2024	168.770	168.370	169.970	172.420	171.019	167.453	166.722	164.512	163.278	162.053	161.906	163.338
2025	163.447	162.970	163.852	163.490	164.874	166.313	165.673	164.633				

Source: Bureau of Labor Statistics

Generated on: November 17, 2025 (03:31:51 PM)

Employment Cost Index

ECI Latest Numbers

RSS

EMPLOYMENT COST INDEX (ECI)

TOTAL COMPENSATION: 3-MONTH % CHANGE (SA)

Civilian workers
0.9% in 2nd Qtr of 2025

Private industry workers
1.0% in 2nd Qtr of 2025

State and local government workers
0.8% in 2nd Qtr of 2025

TOTAL COMPENSATION: 12-MONTH % CHANGE (NSA)

Civilian workers
3.6% in 2nd Qtr of 2025

Private industry workers
3.5% in 2nd Qtr of 2025

State and local government workers
4.0% in 2nd Qtr of 2025

Historical Data *News Release* *SA - Seasonally Adjusted* *NSA - Not Seasonally Adjusted*

U.S. BUREAU OF LABOR STATISTICS Employment Cost Index Office of Compensation and Working Conditions Suitland Federal Center Floor 5 4600 Silver Hill Road
Washington, DC 20212-0002

Telephone: 202-691-6199 www.bls.gov/NCS Contact NCS

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Thursday, July 31, 2025

USDL-25-1201

Technical information: (202) 691-6199 • ncsinfo@bls.gov • www.bls.gov/eci
Media contact: (202) 691-5902 • pressoffice@bls.gov

EMPLOYMENT COST INDEX – JUNE 2025

Compensation costs for civilian workers increased 0.9 percent, seasonally adjusted, for the 3-month period ending in June 2025, the U.S. Bureau of Labor Statistics reported today. Wages and salaries increased 1.0 percent and benefit costs increased 0.7 percent from March 2025. (See chart 1 and tables A, 1, 2, and 3.)

Chart 1. Three-month percent change, seasonally adjusted, civilian workers, total compensation

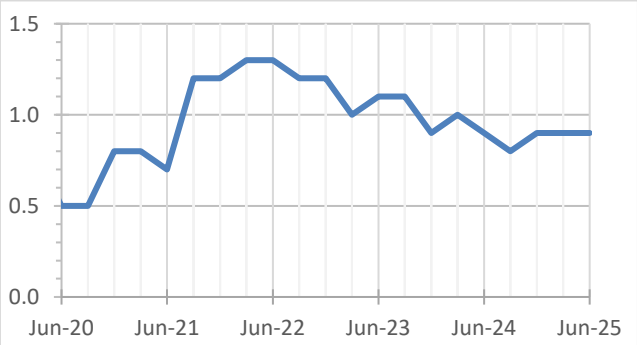
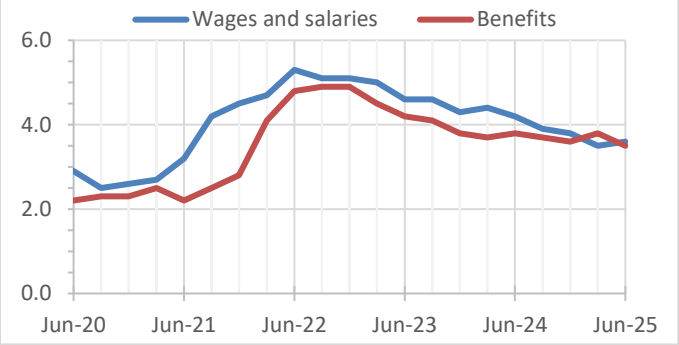


Chart 2. Twelve-month percent change, not seasonally adjusted, civilian workers



Compensation costs for civilian workers increased 3.6 percent for the 12-month period ending in June 2025. Wages and salaries increased 3.6 percent for the 12-month period ending in June 2025. Benefit costs increased 3.5 percent for the 12-month period ending in June 2025. (See chart 2 and tables A, 4, 8, and 12.)

Compensation costs for private industry workers increased 3.5 percent over the year. Wages and salaries increased 3.5 percent for the 12-month period ending in June. The cost of benefits increased 3.4 percent for the 12-month period ending in June 2025. Inflation-adjusted (constant dollar) wages and salaries increased 0.8 percent for the 12 months ending June 2025. (See charts 3, 4, and tables A, 5, 9, and 12.)

Rounding and Area Definition Changes to Employment Cost Index (ECI) Estimates

Effective with this release of June 2025 ECI data, BLS will publish index levels to three decimal places. Percent changes based on these more precise indexes will continue to be published to one decimal place. For more information, see www.bls.gov/eci/notices/2024/changes-to-index-rounding.htm.

Area definitions have been updated with this release based on Office of Management and Budget Bulletin No. 23-01, dated July 21, 2023. For more information, see www.bls.gov/eci/factsheets/eci-area-classification.htm.

Chart 3. Twelve-month percent change, current dollar, private industry workers

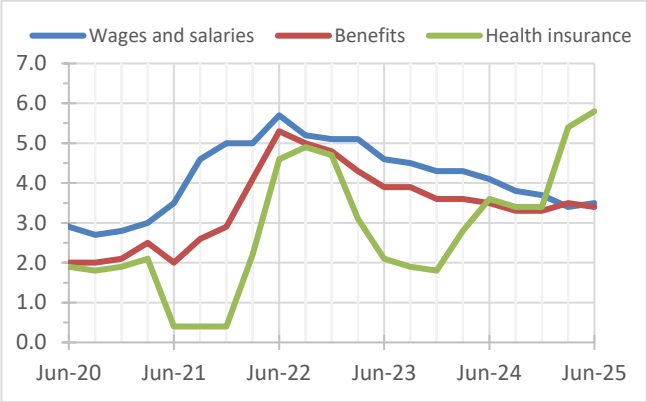
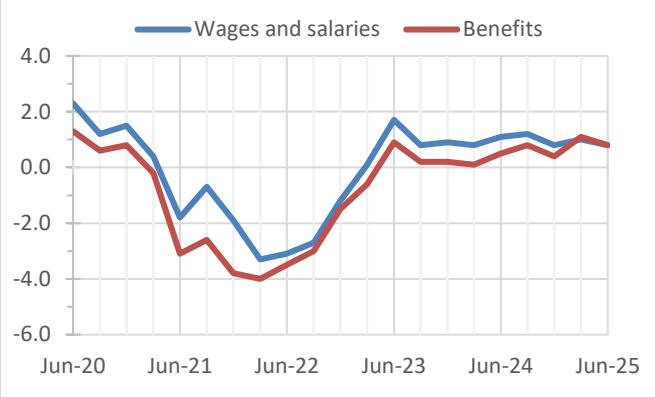


Chart 4. Twelve-month percent change, constant dollar, private industry workers



Within private industry by bargaining status, compensation costs increased 4.3 percent for union workers and 3.4 percent for non-union workers for the 12-month period ending in June 2025. Wages and salaries increased 4.6 percent for union workers and 3.5 percent for non-union workers for the 12-month period ending in June 2025. Benefit costs increased 3.8 percent for union workers and 3.4 percent for non-union workers for the period ending in June 2025. (See tables 6, 10, and 12.)

Compensation costs for state and local government workers increased 4.0 percent for the 12-month period ending in June 2025 and increased 4.9 percent in June 2024. Wages and salaries increased 3.9 percent for the 12-month period ending in June 2025 and 5.1 percent in June 2024. Benefit costs increased 4.1 percent for the 12-month period ending in June 2025. The prior year's increase was 4.8 percent. (See chart 5 and tables A, 7, 11, and 12.)

Chart 5. Twelve-month percent change, not seasonally adjusted, state and local government workers

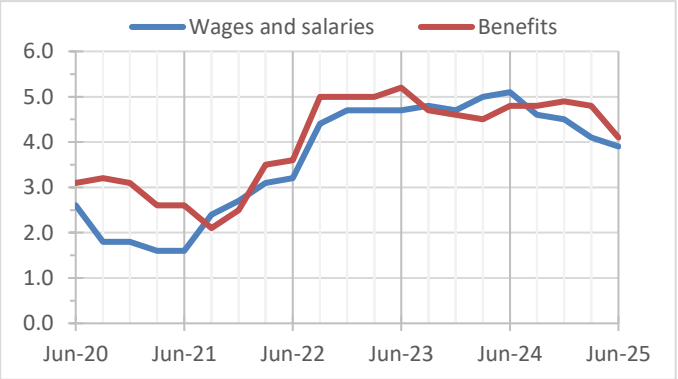


Table A. Major series of the Employment Cost Index

[Percent change]

Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Civilian workers[1]								
Compensation[2]	0.9	0.9	4.1	3.6	3.6	1.1	1.2	0.9
Wages and salaries	0.8	1.0	4.2	3.5	3.6	1.2	1.1	0.9
Benefits	1.2	0.7	3.8	3.8	3.5	0.8	1.4	0.9
Private industry								
Compensation[2]	0.8	1.0	3.9	3.4	3.5	0.9	1.1	0.8
Wages and salaries	0.8	1.0	4.1	3.4	3.5	1.1	1.0	0.8
Benefits	1.2	0.7	3.5	3.5	3.4	0.5	1.1	0.8
Health benefits	–	–	3.6	5.4	5.8	–	–	–
State and local government								
Compensation[2]	0.9	0.8	4.9	4.3	4.0	1.9	1.9	1.3
Wages and salaries	0.8	0.9	5.1	4.1	3.9	2.0	1.6	1.2
Benefits	1.1	0.8	4.8	4.8	4.1	1.8	2.4	1.4

[1] Includes private industry and state and local government.
[2] Includes wages and salaries and benefits.
Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

TECHNICAL NOTE

The Employment Cost Index (ECI) measures the change in the cost of labor, free from the influence of employment shifts among occupations and industries. For information on survey concepts, coverage, methods, nonresponse adjustment, and imputation, see *National Compensation Measures Handbook of Methods* at www.bls.gov/opub/hom/ncs/home.htm.

Sample size: Data for this reference period were collected from a probability sample of approximately 26,400 occupational observations selected from a sample of about 6,200 private industry establishments and approximately 7,400 occupational observations selected from a sample of about 1,400 state and local government establishments that provided data at the initial interview.

Standard errors: To assist users in ascertaining the reliability of ECI series, standard errors of all current quarter not seasonally adjusted 3- and 12-month percent change series are also available, see www.bls.gov/eci/factsheets/eci-standard-errors.htm and the database query tool at www.bls.gov/eci/data.htm. Standard errors provide users a measure of the precision of an estimate to ensure that it is within an acceptable range for their intended purpose.

Historical listings: Historical ECI data are available in XLSX format at www.bls.gov/eci/tables.htm. The continuous occupational and industry series listing uses the Standard Industrial Classification (SIC) Manual and Occupational Classification System (OCS) series from 1975 through 2005 and the North American Industry Classification System (NAICS) and Standard Occupational Classification (SOC) from 2006 to the present. It provides the official series deemed continuous after the change in classification systems. For more information on the criteria used in defining continuous series, see the article published in the *Monthly Labor Review* at www.bls.gov/opub/mlr/2006/04/art2full.pdf.

Employer Costs for Employee Compensation data: The costs per hour worked of compensation components are published as part of the Employer Costs for Employee Compensation (ECEC) news release. The ECEC release dates are available at www.bls.gov/schedule/news_release/ecec.htm. Historical ECEC data are available in XLSX format at www.bls.gov/ecec/tables.htm. Since the ECEC is calculated with current employment weights rather than the fixed weights used in computing the ECI, year-to-year changes in the cost levels usually differ from those in the ECI.

Fixed employment weights: For additional information on the use of fixed employment weights in computing the ECI, see www.bls.gov/opub/mlr/2016/article/introducing-2012-fixed-employment-weights-for-the-employment-cost-index.htm. Beginning with the March 2022 release, the ECI introduced new employment weights, see www.bls.gov/eci/notices/2022/eci-2021-fixed-weights-and-2018-soc-update.htm.

Seasonal factors: Detailed information on seasonal factors for the 2025 reference year and the revisions of historical seasonally adjusted data for the most recent five years can be found at www.bls.gov/eci/factsheets/annual-seasonal-adjustment.htm. More information on seasonal adjustment can be found at www.bls.gov/opub/mlr/2024/article/seasonality-in-the-employment-cost-index.htm.

Additional information: Historical tables are available in XLSX format for constant dollar, current dollar, and continuous series, see www.bls.gov/eci/tables.htm. ECI release dates are available on the release calendar at www.bls.gov/schedule/news_release/eci.htm. Subscribe to receive the BLS Economic News Release email at public.govdelivery.com/accounts/USDOLBLS/subscriber/new. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Employment Cost Index for total compensation, by occupational group and industry[1]

[Seasonally adjusted]

Occupational group and industry	Indexes (Dec.2005=100)		Percent changes for 3-months ended-								
	Mar. 2025	Jun. 2025	Jun. 2023	Sep. 2023	Dec. 2023	Mar. 2024	Jun. 2024	Sep. 2024	Dec. 2024	Mar. 2025	Jun. 2025
Civilian workers											
All workers[2]	169.8	171.395	1.1	1.1	0.9	1.0	0.9	0.8	0.9	0.9	0.9
Industry											
Goods-producing industries[3]	163.4	164.891	0.9	0.9	1.0	1.0	0.6	0.9	0.7	1.0	0.9
Manufacturing	163.0	164.634	0.9	0.8	1.0	1.2	0.8	0.8	0.8	0.7	1.0
Service-providing industries[4]	171.2	172.780	1.1	1.1	1.0	1.0	1.0	0.8	1.0	0.9	0.9
Education and health services	169.6	171.226	1.0	1.2	1.1	1.1	1.0	1.2	0.8	1.1	1.0
Educational services	167.6	169.024	0.9	1.2	1.1	1.1	1.1	1.0	0.8	0.8	0.8
Elementary and secondary schools	167.7	169.129	1.0	1.1	1.0	0.9	1.1	1.0	0.8	0.8	0.9
Junior colleges, colleges, universities, and professional schools	166.5	168.186	0.8	1.2	1.1	1.2	1.1	1.2	1.0	0.8	1.0
Health care and social assistance	171.5	173.362	1.1	1.3	0.9	1.2	1.0	1.1	0.8	1.3	1.1
Hospitals	171.8	173.601	1.2	1.1	1.0	1.4	1.0	1.0	1.0	1.1	1.0
Nursing and residential care facilities	171.0	172.161	1.0	1.5	0.9	1.1	0.9	0.8	0.7	1.2	0.7
Public administration	178.0	179.125	1.2	1.7	1.3	1.5	1.4	1.1	1.3	1.1	0.6
Private industry workers											
All workers	169.2	170.832	1.0	1.0	0.9	1.0	0.9	0.8	0.9	0.8	1.0
Occupational group											
Management, professional, and related	164.2	165.548	1.1	1.0	0.7	1.0	0.8	0.7	0.9	0.9	0.8
Management, business, and financial	164.4	165.628	1.1	1.1	0.6	0.9	0.7	0.7	0.9	0.8	0.7
Professional and related	164.2	165.749	1.1	1.0	0.9	1.0	0.9	0.8	0.8	1.0	0.9
Sales and office	171.6	174.005	1.2	0.9	0.9	1.1	0.5	0.7	0.8	0.8	1.4
Sales and related	168.2	171.349	1.4	0.8	1.0	1.0	-0.1	0.5	0.9	0.6	1.9
Office and administrative support	174.0	175.717	0.9	1.0	0.8	1.1	1.0	0.8	0.7	0.9	1.0
Natural resources, construction, and maintenance	167.0	168.610	1.0	1.2	1.1	0.9	0.8	1.0	1.0	0.7	1.0
Construction, extraction, farming, fishing, and forestry occupations	165.7	166.955	0.9	1.0	0.8	0.8	0.9	0.9	1.0	1.0	0.8
Installation, maintenance, and repair	168.6	170.472	1.0	1.2	1.6	0.9	0.7	1.0	1.0	0.5	1.1
Production, transportation, and material moving	174.6	176.519	1.0	0.9	1.6	1.1	1.4	0.9	0.7	0.8	1.1
Production	169.4	170.831	1.0	0.9	1.1	1.1	1.1	1.0	0.9	0.6	0.8
Transportation and material moving	180.6	182.794	1.0	0.9	1.9	1.2	1.6	0.8	0.6	1.0	1.2
Service occupations	182.7	184.035	1.0	0.9	0.9	1.0	1.3	0.8	1.1	0.9	0.7
Industry											
Goods-producing industries[3]	163.3	164.784	0.9	0.9	1.0	1.1	0.5	0.9	0.7	1.0	0.9
Construction	163.8	165.029	0.9	1.0	1.0	0.8	-0.1	1.1	0.6	1.3	0.8
Manufacturing	163.0	164.634	0.9	0.8	1.0	1.2	0.8	0.8	0.8	0.7	1.0
Aircraft manufacturing	141.3	142.723	0.6	0.9	0.4	0.9	-0.1	1.0	2.1	0.6	1.0
Service-providing industries[5]	170.8	172.479	1.1	1.0	1.0	1.0	0.9	0.8	0.9	0.8	1.0
Trade, transportation, and utilities	174.7	176.404	1.1	1.0	1.4	0.9	1.0	0.8	0.6	0.7	1.0
Wholesale trade	165.0	165.912	1.4	0.9	0.8	1.3	0.1	0.7	0.9	0.3	0.6
Retail trade	177.8	179.602	1.0	1.0	0.6	0.2	1.2	0.8	0.7	0.6	1.0
Transportation and warehousing	179.7	182.147	1.1	0.9	3.3	1.6	1.6	0.9	0.5	1.1	1.4
Utilities	180.1	182.011	1.4	1.2	0.9	0.5	0.9	0.9	1.0	1.0	1.1
Information	162.4	164.714	1.1	0.3	0.9	0.9	-0.1	1.3	0.4	0.2	1.4
Financial activities	167.5	169.000	1.4	1.0	0.5	0.4	1.1	0.5	1.4	1.5	0.9
Finance and insurance	168.1	169.346	1.5	1.0	0.5	0.4	1.1	0.3	1.5	1.5	0.7

See footnotes at end of table.

Table 1. Employment Cost Index for total compensation, by occupational group and industry[1] — Continued
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec.2005=100)		Percent changes for 3-months ended-								
	Mar. 2025	Jun. 2025	Jun. 2023	Sep. 2023	Dec. 2023	Mar. 2024	Jun. 2024	Sep. 2024	Dec. 2024	Mar. 2025	Jun. 2025
Credit intermediation and related activities	171.8	170.563	0.6	1.4	0.8	1.4	0.7	0.2	1.9	2.2	-0.7
Insurance carriers and related activities	168.2	169.659	0.8	0.9	0.3	0.7	1.2	-0.1	1.0	1.6	0.9
Real estate and rental and leasing	164.5	167.609	0.9	1.2	0.2	0.6	0.8	1.3	0.6	1.2	1.9
Professional and business services	168.5	170.171	0.9	1.0	0.7	1.4	0.8	0.3	1.1	0.6	1.0
Professional, scientific, and technical services	169.6	171.056	0.9	0.9	0.7	1.2	0.7	0.2	1.3	0.8	0.9
Administrative and support and waste management and remediation services	168.9	170.689	0.9	1.1	0.7	1.0	0.9	0.8	1.1	0.2	1.1
Education and health services	169.8	171.510	1.0	1.3	1.0	1.1	1.0	1.2	0.7	1.3	1.0
Educational services	165.1	166.304	0.7	1.1	1.2	1.3	0.9	1.2	0.5	0.7	0.7
Junior colleges, colleges, universities, and professional schools	164.4	165.802	0.8	1.0	1.0	1.2	0.8	1.4	0.9	0.7	0.9
Health care and social assistance	170.7	172.560	1.2	1.3	0.9	1.1	1.0	1.1	0.8	1.3	1.1
Hospitals	171.5	173.232	1.2	1.1	1.1	1.2	1.0	1.0	0.9	1.1	1.0
Nursing and residential care facilities	169.4	170.545	1.0	1.5	0.8	1.1	1.0	0.7	0.7	1.2	0.7
Leisure and hospitality	181.4	182.062	1.0	0.8	0.8	0.5	1.4	0.7	1.0	0.7	0.4
Accommodation and food services	185.4	186.100	1.1	0.6	0.9	0.5	1.4	0.7	1.0	0.8	0.4
Other services, except public administration	173.2	174.326	1.3	1.4	1.1	1.5	1.0	0.8	1.3	0.1	0.7
State and local government workers											
All workers	172.5	173.915	1.0	1.4	1.1	1.2	1.2	1.1	1.1	0.9	0.8
Industry											
Education and health services	169.2	170.800	1.0	1.1	1.0	1.1	1.2	1.0	1.0	0.8	0.9
Educational services	168.2	169.720	1.0	1.2	1.0	1.0	1.1	1.0	1.0	0.8	0.9
Schools	168.1	169.623	1.0	1.1	1.0	1.0	1.1	1.0	1.0	0.8	0.9
Elementary and secondary schools	168.2	169.617	1.0	1.1	0.9	0.9	1.1	1.0	0.8	0.8	0.8
Health care and social assistance	177.2	179.152	1.0	1.5	0.8	1.6	1.1	1.0	1.2	0.9	1.1
Hospitals	172.9	175.201	1.0	1.5	0.7	1.5	1.1	1.0	1.1	0.8	1.3
Public administration	178.0	179.125	1.2	1.7	1.3	1.5	1.4	1.1	1.3	1.1	0.6

[1] Includes wages, salaries, and employer costs for employee benefits.

[2] Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

[3] Includes mining, construction, and manufacturing.

[4] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

[5] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 2. Employment Cost Index for wages and salaries, by occupational group and industry
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)		Percent changes for 3-months ended-								
	Mar. 2025	Jun. 2025	Jun. 2023	Sep. 2023	Dec. 2023	Mar. 2024	Jun. 2024	Sep. 2024	Dec. 2024	Mar. 2025	Jun. 2025
Civilian workers											
All workers[1]	169.6	171.310	1.1	1.1	1.0	1.1	0.9	0.8	1.0	0.8	1.0
Industry											
Goods-producing industries[2]	167.5	169.187	0.8	0.9	1.1	1.2	0.4	1.0	0.8	1.0	1.0
Manufacturing	167.5	169.337	0.9	0.8	1.0	1.3	0.7	0.9	0.8	0.8	1.1
Service-providing industries[3]	170.0	171.747	1.1	1.1	1.1	1.0	1.0	0.8	1.0	0.7	1.0
Education and health services	165.0	166.663	1.1	1.3	1.1	1.1	1.0	1.1	0.9	1.0	1.0
Educational services	157.3	158.535	0.9	1.3	1.1	1.2	1.1	1.0	0.9	0.7	0.8
Elementary and secondary schools	155.5	156.787	1.0	1.3	1.1	1.1	1.0	0.9	0.9	0.6	0.8
Junior colleges, colleges, universities, and professional schools	159.0	160.373	0.8	1.2	1.1	1.2	0.9	1.2	1.0	0.9	0.9
Health care and social assistance	172.8	174.792	1.2	1.4	1.0	1.0	1.0	1.2	0.8	1.2	1.2
Hospitals	172.7	174.761	1.3	1.2	1.1	1.2	1.0	1.1	1.0	1.1	1.2
Public administration	165.7	167.141	1.1	2.1	1.2	1.5	1.3	1.0	1.1	1.1	0.9
Private industry workers											
All workers	171.8	173.566	1.1	1.1	1.0	1.1	0.8	0.8	0.9	0.8	1.0
Occupational group											
Management, professional, and related	165.5	167.113	1.1	1.1	0.7	1.0	0.9	0.7	0.9	0.9	1.0
Professional and related	166.2	167.819	1.0	1.1	1.0	0.9	1.0	0.8	0.9	1.0	1.0
Management, business, and financial	165.0	166.594	1.1	1.1	0.6	1.1	0.7	0.6	0.9	0.7	1.0
Sales and office	173.8	176.573	1.2	1.0	1.0	1.1	0.5	0.6	0.8	0.6	1.6
Sales and related	171.7	175.367	1.5	0.8	1.0	1.1	-0.1	0.5	0.9	0.5	2.1
Office and administrative support	175.4	177.268	1.0	1.1	0.9	1.2	1.1	0.8	0.7	0.7	1.1
Natural resources, construction, and maintenance	169.6	171.291	1.0	1.1	1.3	0.9	1.0	1.2	1.1	0.7	1.0
Construction, extraction, farming, fishing, and forestry occupations	168.1	169.606	1.0	1.0	0.8	0.9	0.9	1.0	1.2	0.9	0.9
Installation, maintenance, and repair	171.4	173.262	1.0	1.3	1.9	0.9	1.1	1.2	1.1	0.4	1.1
Production, transportation, and material moving	179.2	181.030	1.0	0.9	1.7	1.4	1.1	1.0	0.7	0.8	1.0
Production	173.5	175.118	1.0	0.9	1.2	1.3	0.9	1.1	0.9	0.5	0.9
Transportation and material moving	185.3	187.279	1.1	1.0	2.0	1.5	1.3	0.9	0.5	1.0	1.1
Service occupations	188.0	189.370	1.1	1.0	0.9	1.1	1.2	0.9	1.1	0.8	0.7
Industry											
Goods-producing industries[2]	167.6	169.261	0.8	0.9	1.1	1.2	0.4	1.0	0.8	1.0	1.0
Construction	166.9	168.243	0.9	1.0	1.2	0.9	-0.5	1.4	0.5	1.4	0.8
Manufacturing	167.5	169.337	0.9	0.8	1.0	1.3	0.7	0.9	0.8	0.8	1.1
Aircraft manufacturing	169.4	171.294	1.1	0.6	0.4	1.1	0.4	0.7	1.6	1.5	1.1
Service-providing industries[4]	172.8	174.668	1.1	1.0	1.0	1.0	1.0	0.7	1.0	0.6	1.1
Trade, transportation, and utilities	176.3	178.097	1.1	1.0	1.6	1.0	0.8	0.8	0.7	0.7	1.0
Wholesale trade	162.4	163.630	1.3	1.0	0.8	1.5	-0.3	0.7	0.8	0.6	0.8
Retail trade	181.7	183.337	1.0	1.1	0.7	0.2	1.3	0.7	0.7	0.8	0.9
Transportation and warehousing	183.9	186.525	1.3	0.9	4.0	2.0	1.2	0.9	0.6	0.7	1.4
Utilities	174.3	176.386	1.4	1.2	1.5	0.4	1.0	0.9	0.9	0.9	1.2
Information	161.1	163.087	0.9	0.2	1.0	0.6	0.3	1.6	0.4	-0.2	1.2
Financial activities	167.2	170.137	1.8	1.1	0.4	0.1	1.2	0.3	1.4	0.7	1.8
Finance and insurance	167.6	170.431	2.0	1.1	0.5	-0.1	1.3	0.1	1.6	0.7	1.7
Credit intermediation and related activities	167.8	169.254	0.9	1.5	0.9	1.2	0.4	-0.2	1.7	1.0	0.9
Insurance carriers and related activities	167.6	169.443	1.0	1.2	0.0	0.6	1.7	-0.2	1.2	1.5	1.1

See footnotes at end of table.

Table 2. Employment Cost Index for wages and salaries, by occupational group and industry — Continued
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)		Percent changes for 3-months ended-								
	Mar. 2025	Jun. 2025	Jun. 2023	Sep. 2023	Dec. 2023	Mar. 2024	Jun. 2024	Sep. 2024	Dec. 2024	Mar. 2025	Jun. 2025
Real estate and rental and leasing	165.8	169.378	1.2	1.3	0.2	0.7	0.8	1.6	0.5	0.9	2.2
Professional and business services	170.7	172.567	0.8	1.0	0.7	1.6	1.0	0.2	1.3	0.4	1.1
Professional, scientific, and technical services	171.3	172.961	0.8	0.9	0.9	1.2	0.9	0.1	1.4	0.9	1.0
Administrative and support and waste management and remediation services	173.8	175.618	0.9	1.2	0.8	1.1	0.9	0.8	1.2	0.1	1.0
Education and health services	171.5	173.310	1.1	1.3	1.1	1.0	1.0	1.3	0.8	1.1	1.1
Educational services	163.8	164.778	0.8	1.1	1.2	1.4	0.9	1.1	0.6	0.4	0.6
Junior colleges, colleges, universities, and professional schools	161.1	162.201	0.8	1.0	1.0	1.2	0.7	1.3	1.1	0.7	0.7
Health care and social assistance	173.1	175.087	1.2	1.4	1.0	1.0	1.0	1.3	0.8	1.2	1.1
Hospitals	173.8	175.653	1.3	1.1	1.2	1.1	1.0	1.1	0.9	1.2	1.1
Leisure and hospitality	188.3	188.967	1.0	0.8	0.9	0.6	1.3	0.8	1.0	0.7	0.4
Accommodation and food services	192.5	193.206	1.1	0.7	0.9	0.5	1.5	0.7	1.1	0.9	0.4
Other services, except public administration	175.9	176.964	1.4	1.3	1.3	1.4	1.1	0.9	1.5	-0.2	0.6
State and local government workers											
All workers	160.3	161.742	1.0	1.5	1.1	1.2	1.1	1.0	1.1	0.8	0.9
Industry											
Education and health services	157.4	158.819	1.0	1.3	1.1	1.2	1.1	1.0	1.0	0.8	0.9
Educational services	155.9	157.278	1.0	1.3	1.1	1.1	1.1	1.0	1.0	0.7	0.9
Schools	155.9	157.286	1.0	1.3	1.1	1.1	1.1	1.0	1.0	0.7	0.9
Elementary and secondary schools	155.1	156.409	1.0	1.2	1.0	1.2	1.1	0.9	0.9	0.6	0.8
Health care and social assistance	169.4	171.644	0.9	1.8	0.8	1.4	1.0	1.1	1.1	0.8	1.3
Hospitals	167.9	170.548	1.0	1.8	0.7	1.3	1.1	1.1	1.2	0.7	1.6
Public administration	165.7	167.141	1.1	2.1	1.2	1.5	1.3	1.0	1.1	1.1	0.9

[1] Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

[2] Includes mining, construction, and manufacturing.

[3] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

[4] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 3. Employment Cost Index for benefits, by occupational group and industry
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)		Percent changes for 3-months ended-								
	Mar. 2025	Jun. 2025	Jun. 2023	Sep. 2023	Dec. 2023	Mar. 2024	Jun. 2024	Sep. 2024	Dec. 2024	Mar. 2025	Jun. 2025
Civilian workers											
All workers[1]	170.6	171.778	1.0	0.9	0.8	1.0	1.0	0.8	0.8	1.2	0.7
Private industry workers											
All workers	163.2	164.367	0.9	0.9	0.8	0.9	0.9	0.7	0.7	1.2	0.7
Occupational group											
Management, professional, and related	161.1	161.960	1.0	1.0	0.7	1.0	0.8	0.8	0.8	1.1	0.5
Sales and office	165.7	167.413	1.0	0.8	0.6	0.9	0.5	0.7	0.7	1.2	1.0
Natural resources, construction, and maintenance	161.6	162.902	0.9	1.0	0.7	1.0	0.3	0.7	0.7	1.0	0.8
Production, transportation, and material moving	165.6	167.514	0.9	0.8	1.3	0.8	2.0	0.7	0.7	1.0	1.2
Service occupations	165.3	166.643	0.6	0.7	0.6	0.8	1.3	0.8	0.7	1.4	0.8
Industry											
Goods-producing industries[2]	154.6	155.698	0.8	1.0	0.7	0.8	0.9	0.6	0.7	0.8	0.7
Manufacturing	154.4	155.631	0.8	1.0	0.7	0.9	1.0	0.7	0.7	0.6	0.8
Service-providing industries[3]	166.0	167.181	0.9	0.9	0.8	0.9	0.9	0.7	0.8	1.2	0.7
State and local government workers											
All workers[1]	196.3	197.787	1.1	1.1	1.0	1.2	1.4	1.2	1.1	1.1	0.8

[1] Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

[2] Includes mining, construction, and manufacturing.

[3] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 4. Employment Cost Index for total compensation, for civilian workers, by occupational group and industry[1]

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
All workers[2]	165.5	169.9	171.444	0.9	1.1	0.9	4.1	3.6	3.6
Excluding incentive paid occupations[3]	165.4	169.9	171.315	0.9	1.1	0.8	4.1	3.7	3.6
Occupational group									
Management, professional, and related	161.1	165.4	166.671	0.9	1.2	0.8	3.9	3.6	3.5
Management, business, and financial	161.4	165.1	166.614	0.9	1.1	0.9	3.5	3.2	3.2
Professional and related	160.9	165.7	166.866	0.8	1.2	0.7	4.1	3.8	3.7
Sales and office	168.8	172.9	175.100	0.5	1.3	1.3	3.6	2.9	3.7
Sales and related	165.3	169.1	171.743	-0.3	1.3	1.6	2.7	2.0	3.9
Office and administrative support	170.8	175.2	176.964	1.1	1.3	1.0	4.2	3.7	3.6
Natural resources, construction, and maintenance	163.3	167.8	169.434	0.9	0.9	1.0	4.1	3.7	3.8
Construction, extraction, farming, fishing, and forestry occupations	161.9	166.4	167.947	1.0	1.1	0.9	3.6	3.8	3.7
Installation, maintenance, and repair	164.8	169.3	171.138	0.7	0.7	1.1	4.6	3.5	3.8
Production, transportation, and material moving	170.5	174.8	176.611	1.4	1.1	1.0	5.1	3.9	3.6
Production	165.5	169.7	171.185	1.1	1.0	0.9	4.3	3.7	3.4
Transportation and material moving	176.9	181.4	183.484	1.5	1.2	1.1	5.7	4.1	3.7
Service occupations	177.3	182.8	184.063	1.1	1.2	0.7	4.5	4.3	3.8
Industry									
Goods-producing industries[4]	159.5	163.4	165.212	0.7	1.2	1.1	3.5	3.2	3.6
Manufacturing	159.6	163.1	164.922	0.9	1.1	1.1	3.8	3.2	3.3
Service-providing industries[5]	166.6	171.1	172.585	0.9	1.2	0.9	4.2	3.6	3.6
Education and health services	163.9	169.5	170.566	0.7	1.1	0.6	4.5	4.2	4.1
Educational services	161.6	167.0	167.480	0.5	0.6	0.3	4.5	3.9	3.6
Elementary and secondary schools	161.6	167.0	167.325	0.4	0.5	0.2	4.3	3.8	3.5
Junior colleges, colleges, universities, and professional schools	160.3	166.3	166.977	0.5	0.8	0.4	4.5	4.3	4.2
Health care and social assistance	166.1	171.8	173.387	0.9	1.5	0.9	4.5	4.4	4.4
Hospitals	166.7	172.2	173.559	0.8	1.4	0.8	4.6	4.1	4.1
Nursing and residential care facilities	166.4	170.8	171.980	0.9	1.2	0.7	4.5	3.6	3.4
Public administration	171.0	177.8	178.143	0.9	1.3	0.2	6.1	5.0	4.2

[1] Includes wages, salaries, and employer costs for employee benefits.

[2] Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

[3] The index for this series is not strictly comparable with other series in this table.

[4] Includes mining, construction, and manufacturing.

[5] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry[1]

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
All workers	165.4	169.4	171.181	1.0	1.2	1.1	3.9	3.4	3.5
Excluding incentive paid occupations[2]	165.3	169.4	171.003	1.0	1.3	0.9	4.0	3.5	3.5
Occupational group									
Management, professional, and related	160.4	164.3	165.847	0.9	1.3	0.9	3.7	3.4	3.4
Excluding incentive paid occupations[2]	159.5	163.5	164.904	0.9	1.4	0.9	3.7	3.4	3.4
Management, business, and financial	161.1	164.4	166.054	1.0	1.1	1.0	3.4	3.1	3.1
Excluding incentive paid occupations[2]	159.7	163.4	164.737	0.8	1.3	0.8	3.3	3.1	3.2
Professional and related	160.1	164.4	165.916	0.9	1.4	0.9	4.0	3.7	3.6
Sales and office	168.5	172.4	174.757	0.4	1.3	1.4	3.3	2.7	3.7
Excluding incentive paid occupations[2]	170.9	174.9	176.610	0.9	1.3	1.0	3.7	3.3	3.3
Sales and related	165.2	168.9	171.617	-0.3	1.3	1.6	2.7	1.9	3.9
Excluding incentive paid occupations[2]	171.1	175.0	176.484	0.8	1.2	0.8	3.3	3.1	3.1
Office and administrative support	170.1	174.1	176.081	1.1	1.3	1.1	3.9	3.4	3.5
Natural resources, construction, and maintenance	162.8	167.1	168.841	0.9	0.9	1.0	4.0	3.6	3.7
Construction, extraction, farming, fishing, and forestry occupations	161.4	165.7	167.270	1.1	1.1	0.9	3.6	3.8	3.6
Installation, maintenance, and repair	164.4	168.6	170.616	0.7	0.7	1.2	4.5	3.3	3.8
Production, transportation, and material moving	170.2	174.4	176.224	1.4	1.2	1.0	5.1	3.9	3.5
Excluding incentive paid occupations[2]	169.9	174.0	175.933	1.4	1.0	1.1	5.1	3.8	3.6
Production	165.5	169.6	171.087	1.1	1.0	0.9	4.3	3.6	3.4
Excluding incentive paid occupations[2]	165.7	169.9	171.417	1.1	1.0	0.9	4.1	3.7	3.5
Transportation and material moving	176.7	181.0	183.116	1.6	1.3	1.2	5.7	4.1	3.6
Service occupations	177.8	182.8	184.269	1.3	1.3	0.8	4.2	4.1	3.6
Industry and occupational group									
Goods-producing industries[3]	159.5	163.3	165.122	0.8	1.2	1.1	3.5	3.2	3.5
Excluding incentive paid occupations[2]	159.6	163.4	165.146	1.1	1.2	1.1	3.8	3.5	3.5
Management, professional, and related	152.7	155.8	157.733	0.9	1.4	1.2	3.3	3.0	3.3
Sales and office	165.2	169.9	171.944	-2.5	1.6	1.2	1.6	0.2	4.1
Natural resources, construction, and maintenance	160.8	164.9	166.625	1.1	1.0	1.0	3.6	3.7	3.6
Production, transportation, and material moving	163.3	167.5	169.084	1.3	1.1	0.9	4.2	3.9	3.5
Construction	159.4	163.8	165.437	0.1	1.4	1.0	2.8	2.9	3.8
Manufacturing	159.6	163.1	164.922	0.9	1.1	1.1	3.8	3.2	3.3
Management, professional, and related	154.0	156.7	158.614	1.0	1.1	1.2	3.4	2.8	3.0
Sales and office occupations	163.9	166.7	168.738	0.1	0.8	1.2	3.4	1.8	3.0
Natural resources, construction, and maintenance	159.6	163.7	166.297	1.1	0.6	1.6	4.0	3.7	4.2
Production, transportation, and material moving	163.1	167.3	168.895	1.2	1.1	1.0	4.2	3.8	3.6
Aircraft manufacturing	137.0	141.8	143.380	-0.1	1.4	1.1	1.8	3.4	4.7
Service-providing industries[4]	167.0	171.1	172.856	1.0	1.2	1.0	4.0	3.4	3.5
Excluding incentive paid occupations[2]	166.9	171.2	172.711	1.0	1.3	0.9	3.9	3.6	3.5
Management, professional, and related	161.7	165.7	167.246	0.9	1.3	0.9	3.7	3.4	3.4
Sales and office	168.9	172.7	175.052	0.7	1.3	1.4	3.6	3.0	3.6
Natural resources, construction, and maintenance	165.9	170.3	172.192	0.7	0.7	1.1	4.6	3.3	3.8
Production, transportation, and material moving	177.4	181.5	183.588	1.5	1.1	1.2	5.8	3.8	3.5
Service occupations	177.9	183.0	184.399	1.3	1.3	0.8	4.2	4.2	3.7
Trade, transportation, and utilities	171.5	174.8	176.913	1.2	1.0	1.2	4.3	3.2	3.2
Excluding incentive paid occupations[2]	172.4	175.6	177.597	1.4	0.7	1.1	4.7	3.3	3.0
Wholesale trade	162.7	165.2	166.710	0.4	0.9	0.9	3.0	1.9	2.5
Excluding incentive paid occupations[2]	166.4	168.8	170.161	1.3	0.5	0.8	3.5	2.8	2.3

See footnotes at end of table.

Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry[1] — Continued

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Service-providing industries - Continued									
Retail trade	174.6	177.7	179.983	1.5	0.7	1.3	3.1	3.3	3.1
Excluding incentive paid occupations[2]	173.6	176.6	178.693	1.3	0.6	1.2	3.4	3.0	2.9
Transportation and warehousing	175.7	179.9	182.528	1.7	1.3	1.5	7.7	4.1	3.9
Utilities	175.2	180.3	182.260	0.9	1.5	1.1	3.5	3.9	4.0
Information	159.4	162.7	164.987	-0.1	0.7	1.4	2.0	2.0	3.5
Financial activities	162.8	167.4	169.690	1.5	1.8	1.4	3.1	4.4	4.2
Excluding incentive paid occupations[2]	163.4	168.7	169.417	0.9	2.4	0.4	3.0	4.2	3.7
Finance and insurance	163.4	168.1	170.089	1.6	1.9	1.2	3.2	4.5	4.1
Credit intermediation and related activities	165.3	171.5	171.304	1.3	2.4	-0.1	4.4	5.1	3.6
Excluding incentive paid occupations[2]	168.4	175.9	174.285	1.0	3.2	-0.9	3.7	5.5	3.5
Insurance carriers and related activities	165.0	168.3	170.715	1.8	2.2	1.4	3.1	3.8	3.5
Excluding incentive paid occupations[2]	162.5	165.7	167.628	1.0	1.7	1.2	3.0	3.0	3.2
Real estate and rental and leasing	160.0	164.6	167.987	1.0	1.5	2.1	2.8	3.9	5.0
Excluding incentive paid occupations[2]	164.3	168.2	170.985	1.0	1.4	1.7	2.7	3.4	4.1
Professional and business services	165.5	168.9	170.517	0.8	1.2	1.0	4.0	2.9	3.0
Professional, scientific, and technical services	166.1	170.0	171.363	0.7	1.6	0.8	3.7	3.0	3.2
Administrative and support and waste management and remediation services	165.5	169.3	170.919	0.9	0.9	1.0	3.8	3.2	3.3
Education and health services	164.6	170.0	171.498	0.9	1.4	0.9	4.5	4.2	4.2
Educational services	160.6	164.9	165.620	0.6	0.7	0.4	4.6	3.3	3.1
Junior colleges, colleges, universities, and professional schools	158.8	164.2	165.007	0.5	0.6	0.5	4.1	3.9	3.9
Health care and social assistance	165.4	171.0	172.665	1.0	1.5	1.0	4.4	4.4	4.4
Hospitals	166.5	171.9	173.279	0.8	1.5	0.8	4.5	4.1	4.1
Nursing and residential care facilities	165.0	169.3	170.485	1.0	1.3	0.7	4.4	3.6	3.3
Nursing care facilities[2]	164.7	168.2	169.733	1.0	1.3	0.9	4.3	3.1	3.1
Leisure and hospitality	177.2	181.3	182.161	1.4	1.2	0.5	3.6	3.8	2.8
Accommodation and food service	181.2	185.3	186.353	1.6	1.3	0.6	3.4	3.9	2.8
Other services, except public administration	169.7	173.9	174.772	0.9	1.1	0.5	5.0	3.4	3.0

[1] Includes wages, salaries, and employer costs for employee benefits.

[2] The index for this series is not strictly comparable with other series in this table.

[3] Includes mining, construction, and manufacturing.

[4] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 6. Employment Cost Index for total compensation, for private industry workers, by bargaining status and Census region and division[1]

[Not seasonally adjusted]

Bargaining status and Census region and division	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Bargaining status									
Union	169.2	174.1	176.467	1.6	1.2	1.4	6.0	4.6	4.3
Goods-producing industries[2]	159.2	163.5	165.918	1.5	1.0	1.5	4.7	4.3	4.2
Manufacturing	153.4	157.8	160.052	1.5	1.0	1.4	5.4	4.4	4.3
Service-providing industries[3]	176.0	181.3	183.646	1.7	1.3	1.3	6.7	4.7	4.3
Nonunion	164.8	168.8	170.460	0.9	1.3	1.0	3.6	3.3	3.4
Goods-producing industries[2]	159.4	163.1	164.774	0.6	1.2	1.0	3.2	2.9	3.4
Manufacturing	161.3	164.6	166.358	0.9	1.0	1.1	3.6	3.0	3.1
Service-providing industries[3]	166.1	170.1	171.834	0.9	1.3	1.0	3.7	3.3	3.5
Census region and division[4]									
Northeast	166.4	170.5	172.336	0.8	1.2	1.1	3.5	3.3	3.6
New England	170.4	174.0	175.828	0.9	1.2	1.1	3.2	3.0	3.2
Middle Atlantic	165.0	169.3	171.069	0.9	1.3	1.0	3.6	3.5	3.7
South	162.9	167.1	168.629	0.7	1.3	0.9	3.7	3.3	3.5
South Atlantic	166.4	170.3	172.048	0.7	1.0	1.0	3.9	3.0	3.4
East South Central	162.2	166.4	168.395	1.2	1.5	1.2	3.6	3.9	3.8
West South Central	157.5	162.3	163.105	0.5	1.8	0.5	3.5	3.6	3.6
Midwest	162.1	166.0	167.837	0.9	1.4	1.1	3.6	3.3	3.5
East North Central	161.0	164.4	166.325	0.9	1.2	1.2	3.9	3.1	3.3
West North Central	164.8	169.7	171.414	0.9	1.6	1.0	3.1	3.9	4.0
West	171.0	175.0	176.969	1.4	1.0	1.1	4.6	3.7	3.5
Mountain	168.6	172.6	174.179	1.3	1.1	0.9	4.6	3.7	3.3
Pacific	172.2	176.1	178.317	1.4	0.9	1.3	4.6	3.7	3.6

[1] Includes wages, salaries, and employer costs for employee benefits.

[2] Includes mining, construction, and manufacturing.

[3] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

[4] The Census divisions are defined as follows: New England: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont; Middle Atlantic: New Jersey, New York, and Pennsylvania; South Atlantic: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia; East South Central: Alabama, Kentucky, Mississippi, and Tennessee; West South Central: Arkansas, Louisiana, Oklahoma, and Texas; East North Central: Illinois, Indiana, Michigan, Ohio, and Wisconsin; West North Central: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota; Mountain: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, and Wyoming; and Pacific: Alaska, California, Hawaii, Oregon, and Washington.

NOTE: The indexes for these series are not strictly comparable to those for the aggregate, occupation, and industry series.
SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 7. Employment Cost Index for total compensation, for state and local government workers, by occupational group and industry[1]

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
All workers	165.9	172.0	172.518	0.6	0.8	0.3	4.9	4.3	4.0
Occupational group									
Management, professional, and related	162.7	168.4	168.883	0.6	0.7	0.3	4.8	4.1	3.8
Professional and related	162.3	167.9	168.430	0.6	0.6	0.3	4.6	4.0	3.8
Sales and office	170.6	177.3	178.005	0.8	1.1	0.4	5.4	4.8	4.3
Office and administrative support	170.6	177.3	177.994	0.8	1.1	0.4	5.3	4.7	4.3
Service occupations	175.6	182.4	182.997	0.9	1.1	0.3	5.6	4.8	4.2
Industry									
Education and health services	162.9	168.7	169.153	0.4	0.7	0.3	4.4	4.0	3.8
Educational services	161.9	167.6	167.970	0.5	0.6	0.2	4.5	4.0	3.7
Schools	161.8	167.5	167.889	0.4	0.6	0.2	4.4	4.0	3.8
Elementary and secondary schools	162.0	167.4	167.753	0.4	0.5	0.2	4.2	3.8	3.6
Health care and social assistance	171.2	177.2	178.357	0.6	0.9	0.7	5.0	4.2	4.2
Hospitals	167.4	173.1	174.665	0.7	0.9	0.9	4.9	4.2	4.3
Public administration	171.0	177.8	178.143	0.9	1.3	0.2	6.1	5.0	4.2

[1] Includes wages, salaries, and employer costs for employee benefits.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 8. Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
All workers[1]	165.4	169.7	171.362	0.9	1.0	1.0	4.2	3.5	3.6
Excluding incentive paid occupations[2]	164.8	169.2	170.718	0.9	1.0	0.9	4.2	3.5	3.6
Occupational group									
Management, professional, and related	159.0	163.0	164.611	0.9	0.9	1.0	4.0	3.4	3.5
Management, business, and financial	160.9	164.2	166.136	1.0	0.8	1.2	3.7	3.1	3.3
Professional and related	158.1	162.7	163.976	0.8	1.1	0.8	4.2	3.8	3.7
Sales and office	170.1	174.0	176.390	0.4	1.0	1.4	3.8	2.7	3.7
Sales and related	168.6	172.5	175.484	-0.5	1.2	1.7	2.9	1.8	4.1
Office and administrative support	170.8	174.9	176.697	1.0	1.0	1.0	4.5	3.4	3.5
Natural resources, construction, and maintenance	164.5	169.3	170.932	1.1	0.8	1.0	4.6	4.1	3.9
Construction, extraction, farming, fishing, and forestry occupations	163.0	167.8	169.453	1.1	1.0	1.0	3.8	4.1	4.0
Installation, maintenance, and repair	166.3	170.9	172.669	1.2	0.5	1.0	5.4	4.0	3.8
Production, transportation, and material moving	174.0	178.5	180.166	1.0	1.0	0.9	5.2	3.7	3.5
Production	169.2	173.7	175.236	0.8	0.9	0.9	4.3	3.5	3.6
Transportation and material moving	180.0	184.5	186.351	1.2	1.0	1.0	5.9	3.8	3.5
Service occupations	178.7	184.2	185.347	1.1	1.1	0.6	4.6	4.2	3.7
Industry									
Goods-producing industries[3]	163.2	167.6	169.545	0.6	1.3	1.2	3.6	3.3	3.9
Manufacturing	163.7	167.6	169.615	0.9	1.1	1.2	3.9	3.3	3.6
Service-providing industries[4]	165.8	170.1	171.698	0.9	0.9	0.9	4.3	3.5	3.6
Education and health services	159.6	165.0	166.071	0.6	0.9	0.6	4.5	4.0	4.1
Educational services	152.1	157.0	157.379	0.4	0.3	0.2	4.6	3.6	3.5
Elementary and secondary schools	150.5	155.2	155.482	0.4	0.3	0.2	4.6	3.5	3.3
Junior colleges, colleges, and universities	153.3	158.9	159.398	0.5	0.6	0.3	4.5	4.1	4.0
Health care and social assistance	167.2	173.0	174.760	0.8	1.3	1.0	4.4	4.3	4.5
Hospitals	167.2	173.0	174.550	0.7	1.2	0.9	4.5	4.2	4.4
Nursing and residential care facilities	170.4	175.1	176.225	1.0	1.2	0.6	4.8	3.8	3.4
Public administration	159.7	165.8	166.315	0.7	1.0	0.3	6.1	4.5	4.1

[1] Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

[2] The index for this series is not strictly comparable with other series in this table.

[3] Includes mining, construction, and manufacturing.

[4] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 9. Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry

[Not seasonally adjusted]

Occupational group and industry	Index value (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
All workers	167.9	171.9	173.849	1.0	1.0	1.1	4.1	3.4	3.5
Excluding incentive paid occupations[1]	167.4	171.6	173.240	1.0	1.1	1.0	4.1	3.6	3.5
Occupational group									
Management, professional, and related	161.7	165.4	167.323	1.0	1.0	1.2	3.8	3.3	3.5
Excluding incentive paid occupations[1]	160.2	164.1	165.731	0.9	1.2	1.0	3.8	3.3	3.5
Management, business, and financial	161.8	164.8	166.923	1.1	0.8	1.3	3.5	2.9	3.2
Excluding incentive paid occupations[1]	159.3	162.6	164.385	0.8	0.9	1.1	3.4	2.9	3.2
Professional and related	161.9	166.3	167.912	1.0	1.3	1.0	4.0	3.7	3.7
Sales and office	171.2	175.0	177.474	0.4	1.1	1.4	3.6	2.6	3.7
Excluding incentive paid occupations[1]	173.4	177.3	179.004	1.0	1.0	1.0	4.0	3.3	3.2
Sales and related	168.8	172.6	175.642	-0.5	1.2	1.8	2.9	1.8	4.1
Excluding incentive paid occupations[1]	174.8	178.7	180.281	1.0	1.0	0.9	3.7	3.2	3.1
Office and administrative support	171.8	175.5	177.474	1.1	1.0	1.1	4.3	3.3	3.3
Natural resources, construction, and maintenance	165.0	169.6	171.433	1.1	0.8	1.1	4.5	3.9	3.9
Construction, extraction, farming, fishing, and forestry occupations	163.3	168.1	169.821	1.1	1.0	1.0	3.7	4.0	4.0
Installation, maintenance, and repair	166.9	171.4	173.328	1.2	0.5	1.1	5.3	3.9	3.9
Production, transportation, and material moving	174.4	178.8	180.506	1.0	1.0	1.0	5.2	3.6	3.5
Excluding incentive paid occupations[1]	174.1	178.4	180.237	1.0	0.8	1.0	5.1	3.5	3.5
Production	169.4	173.8	175.286	0.8	0.9	0.9	4.3	3.5	3.5
Excluding incentive paid occupations[1]	169.5	174.1	175.577	0.8	1.0	0.8	4.1	3.6	3.6
Transportation and material moving	181.0	185.4	187.274	1.2	1.1	1.0	5.9	3.7	3.5
Service occupations	182.9	188.1	189.539	1.2	1.1	0.8	4.3	4.1	3.6
Industry and occupational group									
Goods-producing industries[2]	163.3	167.7	169.627	0.6	1.3	1.1	3.6	3.3	3.9
Excluding incentive paid occupations[1]	163.3	167.7	169.567	1.1	1.2	1.1	3.9	3.8	3.8
Management, professional, and related	157.3	161.1	163.295	1.1	1.6	1.4	3.6	3.5	3.8
Sales and office	170.7	175.9	178.159	-3.6	1.7	1.3	1.5	-0.7	4.4
Natural resources, construction, and maintenance	163.0	167.7	169.491	1.1	1.0	1.1	3.7	4.0	4.0
Production, transportation, and material moving	167.3	172.0	173.620	1.0	1.2	0.9	4.1	3.9	3.8
Construction	161.8	166.8	168.655	-0.2	1.5	1.1	2.7	2.9	4.2
Manufacturing	163.7	167.6	169.615	0.9	1.1	1.2	3.9	3.3	3.6
Management, professional, and related	158.3	161.6	163.700	1.2	1.3	1.3	3.8	3.3	3.4
Sales and office	167.6	170.2	172.563	-0.2	0.6	1.4	3.6	1.4	3.0
Natural resources, construction, and maintenance	164.2	169.2	171.822	0.8	0.6	1.5	4.0	3.9	4.6
Production, transportation, and material moving	167.4	172.0	173.645	1.0	1.2	1.0	4.2	3.7	3.7
Aircraft manufacturing	163.8	170.2	171.850	0.3	2.5	1.0	2.6	4.2	4.9
Service-providing industries[3]	169.0	173.0	174.944	1.0	1.0	1.1	4.1	3.3	3.5
Excluding incentive paid occupations[1]	168.5	172.6	174.241	1.0	1.1	1.0	4.2	3.5	3.4
Management, professional, and related	162.4	166.1	167.985	1.0	1.0	1.1	3.8	3.3	3.4
Sales and office	171.2	174.9	177.410	0.8	1.0	1.4	3.8	2.9	3.6
Natural resources, construction, and maintenance	167.8	172.5	174.309	1.1	0.5	1.0	5.6	3.9	3.9
Production, transportation, and material moving	181.0	185.2	187.013	1.1	0.9	1.0	5.9	3.5	3.3
Service occupations	183.0	188.2	189.654	1.2	1.1	0.8	4.4	4.1	3.6
Trade, transportation, and utilities	172.8	176.3	178.416	1.0	1.0	1.2	4.4	3.0	3.3
Excluding incentive paid occupations[1]	173.5	176.9	178.813	1.2	0.7	1.1	4.9	3.2	3.1
Wholesale trade	159.8	162.6	164.304	0.1	1.1	1.0	3.0	1.8	2.8
Excluding incentive paid occupations[1]	163.0	165.7	167.159	1.3	0.6	0.9	3.7	3.0	2.6

See footnotes at end of table.

Table 9. Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry — Continued

[Not seasonally adjusted]

Occupational group and industry	Index value (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Service-providing industries - Continued									
Retail trade	178.1	181.5	183.669	1.5	0.8	1.2	3.4	3.5	3.1
Excluding incentive paid occupations[1]	176.6	180.0	181.913	1.1	0.7	1.1	3.6	3.1	3.0
Transportation and warehousing	179.8	183.9	186.650	1.2	1.0	1.5	8.3	3.5	3.8
Utilities	169.6	174.7	176.532	0.8	1.5	1.0	4.0	3.8	4.1
Information	158.3	161.3	163.262	0.1	0.1	1.2	2.1	2.0	3.1
Financial activities	163.7	167.1	170.669	1.6	1.0	2.1	2.9	3.7	4.3
Excluding incentive paid occupations[1]	162.8	166.8	168.332	0.8	1.6	0.9	2.9	3.3	3.4
Finance and insurance	164.4	167.4	171.004	1.7	0.8	2.2	2.9	3.6	4.0
Credit intermediation and related activities	164.4	167.2	169.848	1.2	1.0	1.6	4.2	2.9	3.3
Excluding incentive paid occupations[1]	165.9	169.9	171.058	0.7	1.9	0.7	3.2	3.2	3.1
Insurance carriers and related activities	164.3	167.6	170.296	2.2	2.1	1.6	3.5	4.2	3.6
Excluding incentive paid occupations[1]	159.7	163.2	165.109	0.9	1.5	1.2	3.2	3.2	3.4
Real estate and rental and leasing	161.0	165.8	169.503	0.9	1.2	2.2	3.0	3.9	5.3
Excluding incentive paid occupations[1]	165.9	169.8	172.589	0.9	1.2	1.6	2.9	3.2	4.0
Professional and business services	167.8	171.1	172.823	1.0	1.0	1.0	4.5	2.9	3.0
Professional, scientific, and technical services	167.6	171.5	173.144	0.9	1.5	1.0	4.0	3.3	3.3
Administrative and support and waste management and remediation services	170.4	174.2	175.842	0.8	0.6	0.9	4.0	3.1	3.2
Education and health services	166.1	171.6	173.211	0.8	1.2	0.9	4.5	4.1	4.3
Educational services	159.5	163.6	164.051	0.6	0.4	0.3	4.7	3.2	2.9
Junior colleges, colleges, universities, and professional schools	155.5	160.8	161.397	0.4	0.4	0.4	3.9	3.8	3.8
Health care and social assistance	167.6	173.3	175.111	0.9	1.3	1.0	4.5	4.3	4.5
Hospitals	168.2	174.1	175.525	0.7	1.4	0.8	4.5	4.3	4.4
Nursing and residential care facilities	171.4	176.2	177.313	1.0	1.2	0.6	4.8	3.8	3.4
Nursing care facilities[1]	170.6	174.9	176.546	1.1	1.3	0.9	4.7	3.7	3.5
Leisure and hospitality	183.9	188.4	189.219	1.4	1.2	0.4	3.7	3.9	2.9
Accommodation and food service	187.9	192.6	193.639	1.6	1.3	0.5	3.6	4.2	3.1
Other services, except public administration	172.6	176.5	177.403	1.0	0.7	0.5	5.2	3.3	2.8

[1] The index for this series is not strictly comparable with other series in this table.

[2] Includes mining, construction, and manufacturing.

[3] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 10. Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division

[Not seasonally adjusted]

Bargaining status and Census region and division	Indexes (Dec.2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Bargaining status									
Union	168.1	173.4	175.910	1.3	1.0	1.4	6.5	4.5	4.6
Goods-producing industries[1]	157.1	161.9	164.434	1.2	1.0	1.6	4.8	4.3	4.7
Manufacturing	156.2	161.3	163.626	0.8	1.1	1.4	5.3	4.1	4.8
Service-providing industries[2]	174.8	180.5	182.900	1.3	1.2	1.3	7.4	4.6	4.6
Nonunion	167.9	171.8	173.716	0.9	1.0	1.1	3.8	3.2	3.5
Goods-producing industries[1]	164.6	169.0	170.816	0.4	1.3	1.1	3.3	3.1	3.8
Manufacturing	165.3	169.1	171.061	0.9	1.1	1.2	3.7	3.2	3.5
Service-providing industries[2]	168.6	172.5	174.385	1.0	1.0	1.1	3.9	3.3	3.4
Census region and division[3]									
Northeast	167.6	172.0	173.709	0.9	1.2	1.0	3.7	3.6	3.6
New England	173.9	177.5	179.509	0.9	1.1	1.1	3.5	3.0	3.2
Middle Atlantic	165.2	169.9	171.503	0.9	1.2	0.9	3.8	3.7	3.8
South	166.5	170.6	172.371	0.8	1.1	1.0	3.9	3.3	3.5
South Atlantic	170.6	174.5	176.352	0.8	0.9	1.1	4.2	3.1	3.4
East South Central	164.3	168.8	170.862	1.3	1.3	1.2	3.6	4.1	4.0
West South Central	160.7	164.9	166.564	0.6	1.4	1.0	3.7	3.2	3.6
Midwest	163.5	167.5	169.518	0.7	1.3	1.2	3.7	3.2	3.7
East North Central	162.1	165.5	167.669	0.8	1.1	1.3	3.8	2.9	3.4
West North Central	167.0	172.2	173.860	0.8	1.7	1.0	3.3	3.9	4.1
West	174.5	178.2	180.391	1.3	0.7	1.2	4.9	3.5	3.4
Mountain	172.4	176.5	178.020	1.2	1.0	0.9	4.9	3.6	3.3
Pacific	175.6	179.1	181.622	1.4	0.5	1.4	4.8	3.4	3.4

[1] Includes mining, construction, and manufacturing.

[2] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

[3] The Census divisions are defined as follows: New England: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont; Middle Atlantic: New Jersey, New York, and Pennsylvania; South Atlantic: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia; East South Central: Alabama, Kentucky, Mississippi, and Tennessee; West South Central: Arkansas, Louisiana, Oklahoma, and Texas; East North Central: Illinois, Indiana, Michigan, Ohio, and Wisconsin; West North Central: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota; Mountain: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, and Wyoming; and Pacific: Alaska, California, Hawaii, Oregon, and Washington.

NOTE: The indexes for these series are not strictly comparable to those for the aggregate, occupation, and industry series.
SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 11. Employment Cost Index for wages and salaries, for state and local government workers, by occupational group and industry

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
All workers	154.7	160.2	160.663	0.5	0.6	0.3	5.1	4.1	3.9
Occupational group									
Management, professional, and related	151.8	157.0	157.465	0.5	0.5	0.3	4.9	3.9	3.7
Professional and related	151.4	156.4	156.930	0.5	0.4	0.3	4.8	3.9	3.7
Sales and office	157.0	162.8	163.588	0.6	0.9	0.5	5.7	4.4	4.2
Office and administrative support	157.6	163.3	164.094	0.7	0.9	0.5	5.7	4.3	4.1
Service occupations	164.8	171.1	171.500	0.5	0.9	0.2	5.5	4.4	4.1
Industry									
Education and health services	152.0	157.2	157.599	0.4	0.4	0.3	4.7	3.8	3.7
Educational services	150.6	155.7	156.024	0.4	0.4	0.2	4.7	3.8	3.6
Schools	150.6	155.7	156.030	0.4	0.3	0.2	4.7	3.8	3.6
Elementary and secondary schools	150.0	154.8	155.088	0.4	0.2	0.2	4.6	3.6	3.4
Health care and social assistance	163.8	169.5	170.973	0.5	0.7	0.9	4.9	4.0	4.4
Hospitals	162.5	168.0	169.909	0.6	0.6	1.1	5.0	4.0	4.6
Public administration	159.7	165.8	166.315	0.7	1.0	0.3	6.1	4.5	4.1

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 12. Employment Cost Index for benefits, by occupational group, industry, and bargaining status

[Not seasonally adjusted]

Occupational group, industry, and bargaining status	Indexes (Dec. 2005=100)			Percent changes for					
				3-months ended-			12-months ended-		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Civilian workers									
All workers[1]	165.8	170.5	171.680	1.0	1.6	0.7	3.8	3.8	3.5
Private industry workers									
All workers	159.4	163.5	164.815	0.9	1.7	0.8	3.5	3.5	3.4
Occupational group									
Management, professional, and related	157.4	161.6	162.450	0.8	1.9	0.5	3.4	3.5	3.2
Sales and office	161.7	165.8	167.694	0.6	1.9	1.1	2.7	3.2	3.7
Natural resources, construction, and maintenance	158.1	161.5	163.188	0.5	1.1	1.0	3.0	2.7	3.2
Production, transportation, and material moving	161.7	165.4	167.491	2.1	1.4	1.3	5.0	4.5	3.6
Service occupations	160.8	165.4	166.870	1.3	1.7	0.9	3.4	4.2	3.8
Industry									
Goods-producing industries[2]	151.9	154.7	156.113	1.1	1.1	0.9	3.4	2.9	2.8
Manufacturing	151.9	154.5	156.095	1.2	0.9	1.0	3.6	2.9	2.8
Aircraft manufacturing	108.4	111.5	112.982	-0.9	-0.3	1.3	0.6	1.9	4.2
Service-providing industries[3]	161.9	166.4	167.688	0.9	1.9	0.8	3.5	3.7	3.6
Bargaining status									
Union	171.1	175.4	177.643	2.0	1.3	1.3	5.2	4.6	3.8
Nonunion	157.0	161.1	162.293	0.8	1.8	0.7	3.2	3.4	3.4
State and local government workers									
All workers	189.2	196.6	197.029	0.9	1.2	0.2	4.8	4.8	4.1

[1] Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

[2] Includes mining, construction, and manufacturing.

[3] Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

Table 13. Employment Cost Index for total compensation and wages and salaries, for private industry workers by area

[Not seasonally adjusted]

Census region and metropolitan area[1]	Percent changes for 12-months ended-					
	Total compensation[2]			Wages and salaries		
	Jun. 2024	Mar. 2025	Jun. 2025	Jun. 2024	Mar. 2025	Jun. 2025
Northeast						
Boston-Worcester-Providence, MA-RI-NH CSA	3.1	3.6	3.0	3.3	3.7	2.8
New York-Newark, NY-NJ-CT-PA CSA	3.8	3.0	3.1	4.0	3.2	3.1
Philadelphia-Reading-Camden, PA-NJ-DE-MD CSA	3.2	3.3	3.7	3.2	3.4	3.9
South						
Atlanta-Athens-Clarke County-Sandy Springs, GA-AL CSA	4.4	3.6	3.2	5.4	3.7	3.2
Dallas-Fort Worth, TX-OK CSA	3.9	4.4	3.7	3.9	4.5	3.4
Houston-Pasadena, TX CSA	5.2	7.5	4.9	5.1	4.8	5.5
Miami-Port St. Lucie-Fort Lauderdale, FL CSA	5.6	1.1	3.0	6.6	1.2	2.7
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA CSA	4.3	2.6	2.5	4.9	2.5	2.1
Midwest						
Chicago-Naperville, IL-IN-WI CSA	3.7	3.2	3.6	3.5	3.1	3.6
Detroit-Warren-Ann Arbor, MI CSA	5.4	4.6	2.1	4.6	3.8	3.5
Minneapolis-St. Paul, MN-WI CSA	4.2	5.7	5.3	4.3	5.7	5.7
West						
Los Angeles-Long Beach, CA CSA	4.3	4.1	3.9	4.5	4.4	4.1
Phoenix-Mesa, AZ CSA	3.3	3.4	3.3	3.3	3.2	3.0
San Jose-San Francisco-Oakland, CA CSA	4.8	3.8	3.3	5.2	3.5	3.1
Seattle-Tacoma, WA CSA	4.3	5.8	4.7	4.6	5.6	4.6

[1] These areas include the 15 largest Combined Statistical Areas (CSAs) and Metropolitan Statistical Areas (MSAs). Beginning with the June 2025 release, area definitions are based on Office of Management and Budget Bulletin No. 23-01, dated July 21, 2023. For more information on metropolitan area definitions, see www.bls.gov/eci/factsheets/eci-area-classification.htm.

[2] Includes wages, salaries, and employer costs for employee benefits.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **12/9/2025**

Name Change Amendment for Gannett Fleming

Approve “Name Change Amendment” for Gannett Fleming for awarded contracts and Professional Service Agreements due to a name change to GFT Infrastructure, Inc. as per the attached form.

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.

BRAZORIA COUNTY, TX
Contract No. RFSQ #22-27 Engineering Services for the Quintanna Beach Public Fishing Pier
PSA for Engineering Services for San Bernard River Dredging Project
RFSQ #23-01 for Engineering Services for Blue Water Highway Dune Maintenance Project
PSA for Engineering Services for CR 400 Realignment

AMENDMENT

DATE: NOVEMBER 25, 2025

Amendment to the above listed contract and Professional Service Agreements ("Amendment") by and between **BRAZORIA COUNTY, TX** ("County") and **GFT Infrastructure, Inc.** , the successor in interest to **Gannett Fleming, Inc.**

Recitals

WHEREAS, the County entered into the above listed contract and Professional Service Agreements dated as follows:

- Contract No. RFSQ #22-27 Engineering Services for the Quintanna Beach Public Fishing Pier, dated 5/11/2022
- PSA for Engineering Services for San Bernard River Dredging Project, 3/6/2023
- PSA for Engineering Services for Blue Water Highway Dune Maintenance Project, dated 8/14/2023
- PSA for Engineering Services for CR 400 Realignment, dated 4/27/2022

NOW THEREFORE, the parties hereby agree as follows:

1. Consent to Name Change. The County consents to the name change to **GFT Infrastructure, Inc.**

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

BRAZORIA COUNTY, TEXAS

_____

Name: _____

Title: _____

Company: GFT Infrastructure, Inc.

_____

Name: _____

Title: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **12/9/2025**

Amendment No. 1 to Project Development Agreement with Texas Department of Transportation (TxDOT) for the Brazoria County Expressway

Brazoria County Commissioners Court hereby approves Amendment No. 1 to Project Development Agreement with Texas Department of Transportation (TxDOT) for the Brazoria County Expressway.

Further, that the County Judge is hereby authorized to sign the Amendment No. 1 to Project Development Agreement with TxDOT after final review by the District Attorney's Office - Civil Division.

AMENDMENT NO. 1

TO

PROJECT DEVELOPMENT AGREEMENT

BRAZORIA COUNTY EXPRESSWAY

TEXAS DEPARTMENT OF TRANSPORTATION

BRAZORIA COUNTY, TEXAS

AND

BRAZORIA COUNTY TOLL ROAD AUTHORITY

AMENDMENT NO. 1

TO
288 TOLLWAY
PROJECT DEVELOPMENT AGREEMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS AMENDMENT NO. 1, by and among the **TEXAS DEPARTMENT OF TRANSPORTATION** ("TxDOT"), an agency of the State of Texas, as authorized by the Texas Transportation Commission ("Commission"), **BRAZORIA COUNTY, TEXAS** ("Brazoria County"), a political subdivision of the State of Texas, and the **BRAZORIA COUNTY TOLL ROAD AUTHORITY** ("BCTRA"), a local government corporation created pursuant to and authorized by chapter 431, subchapter D of the Texas Transportation Code (hereinafter Brazoria County and BCTRA jointly referred to as "County"), is executed to be effective when fully executed by all parties ("Agreement").

RECITALS

The following recitals are a part of this Agreement:

1. TxDOT, BCTRA, and the County entered into that certain "Project Development Agreement, Brazoria County Expressway," effective March 7, 2017 ("PDA"), regarding the "Harris Project" and "Brazoria Project" toll projects in the State Highway 288 right-of-way in Harris and Brazoria Counties.

2. TxDOT entered into a comprehensive development agreement ("CDA") for the development of the Harris Project with Blueridge Transportation Group ("BTG");

3. TxDOT exercised its termination for convenience rights under Section 31.1.1 of the CDA, and control of the Harris Project has reverted from TxDOT's developer to TxDOT; and

4. Section 9.c.(1) of the PDA contains provisions that apply to the toll rates of the Harris Project, which were also in the CDA. The parties wish to amend Section 9.c.(1) to reflect the termination for convenience of the CDA.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Agreement, TxDOT, Brazoria County, and BCTRA agree as follows:

1. Amendment of Section 9.c.(1). (a) of the PDA

Replace the following sentences in Section 9.c.(1).(a):

"The minimum toll rate per mile shall be $0.06 per mile. The minimum toll charged per toll segment that is not a direct connector shall be the greater of (i) $0.35 per toll segment or (ii) the minimum toll rate per mile ($0.06 per mile) multiplied by the actual length (in miles) of the toll segment. The minimum toll charged per toll segment that is a direct connector shall be $0.35. The foregoing amounts ($0.06 and $0.35) are expressed in 2012 dollars and shall be escalated annually thereafter on January 1 of each year by the greater of 2% or the annual percentage increase in the Consumer Price Index, All Urban Wage Earners and Clerical Workers (CPI-W), All City Average, All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics between October of the second immediately preceding year and October of the immediately preceding year."

With the new sentences:

"The minimum toll rate per mile shall be $0.09 per mile. The minimum toll charged per toll segment that is not a direct connector shall be the greater of (i) $0.50 per toll segment or (ii) the minimum toll rate per mile ($0.09 per mile) multiplied by the actual length (in miles) of the toll segment. The minimum toll charged per toll segment that is a direct connector shall be $0.50. The foregoing amounts ($0.09 and $0.50) are expressed in 2025 dollars and shall be escalated annually thereafter on January 1 of each year by the greater of 2% or the annual percentage increase in the Consumer Price Index, All Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the Houston-The-Woodlands-Sugarland area, for any 12-month period in the previous year as determined by TxDOT. The annual escalation cannot exceed 5%."

2. Amendment of Section 9.c.(1).(b) of the PDA

Replace the following sentences in Section 9.c.(1).(b):

"The base rate toll soft cap shall equal (i) $0.75 per mile for any toll segment that is not a direct connector or (ii) $1.50 per toll segment of any toll segment that is a direct connector. For this purpose, "base toll" refers to a two-axle vehicle; the base toll soft cap may be multiplied for vehicles with more axles. The foregoing amounts ($0.75 and $1.50) are expressed in 2012 dollars and shall be escalated annually thereafter on January 1 of each calendar year by the greater of 3% or the annual percentage increase in the Texas gross state product per capita (being equal to the Nominal Gross Domestic Product by State for the State of Texas, as published by the

U.S. Department of Commerce, Bureau of Economic Analysis, divided by the most recently published annual estimate of the population for the State of Texas, as published by the U.S. Department of Commerce, Bureau of Economic Analysis) between the third immediately preceding year and the second immediately preceding year."

With the new sentences:

"The base rate toll soft cap shall equal (i) $1.48 per mile for any toll segment that is not a direct connector or (ii) $2.96 per toll segment of any toll segment that is a direct connector. For this purpose, "base toll" refers to a two-axle vehicle; the base toll soft cap may be multiplied for vehicles with more axles. The foregoing amounts ($1.48 and $2.96) are expressed in 2025 dollars and shall be escalated annually thereafter on January 1 of each calendar year by the greater of 2% or the annual percentage increase in the Consumer Price Index, All Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the Houston-The Woodlands-Sugar Land area, for any 12-month period in the previous year as determined by TxDOT. The annual escalation cannot exceed 5%."

3. Amendment of Section 9.c.(1).(c) of the PDA

Replace the following sentence in Section 9.c.(1).(c):

"The base toll charged per toll segment may exceed the base toll soft cap to the extent necessary to maintain average travel speeds of the slower of 45 miles per hour on the toll lanes and the speed equal to 15 MPH slower than the posted speed limit (in the case of the Harris Project, as provided in Exhibit 10 to the Comprehensive Development Agreement for the Harris Project)."

With the new sentence:

"The base toll charged per toll segment may exceed the base toll soft cap to the extent necessary to maintain average travel speeds of at least 45 miles per hour on the toll lanes or if the volume exceeds observed 2100 passenger car equivalent (PCE)."

4. Amendment of Section 9.c.(1).(d) of the PDA

Replace "April 1st of each year" with "November 1st of each year"

5. Amendment of Section 13.a

Section 13.a is deleted in its entirety and replaced with the following:

Notices. All notices to either party by the other required under this Agreement shall be delivered to the respective email addresses below with a copy delivered personally or sent by first class U.S. Mail, postage prepaid, addressed to such party at the following respective addresses. Such contacts and addresses may be updated by delivering notice of the change,

and the updated contacts or addresses shall become the current notice information.

To the County at:
L.M. "Matt" Sebesta, Jr., P.E.
Brazoria County Judge
111 E. Locust, Suite 102A
Angleton, TX 77515
matts@brazoriacountytx.gov

With a copy to:
Matt Hanks, J.D., P.E.
Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, TX 77515
matth@brazoriacountytx.gov

To TxDOT at:

Texas Department of Transportation
Project Finance and Toll Operations Division
125 E. 11th Street
Austin, TX 78701
Attn: Director, Project Finance and Toll Operations Division
Email: projectfinance@txdot.gov

With a copy to:

Texas Department of Transportation
Strategic Projects Office
Houston District
P.O. Box 1386
Houston, TX 77251
Attn: Daniel Dvorak
Email: Daniel.Dvorak@txdot.gov

6. Effective Date of Amendment No. 1

This Amendment No. 1 is effective on the date of the last signature once signed by all parties.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Its: _____

Date: _____

BRAZORIA COUNTY, TEXAS

By: _____
L.M. (MATT) SEBESTA, JR.
County Judge

Date: _____

BRAZORIA COUNTY TOLL ROAD AUTHORITY

By: _____
GARY IDOUX
Chairman

Date: _____

PROJECT DEVELOPMENT AGREEMENT

BRAZORIA COUNTY EXPRESSWAY

TEXAS DEPARTMENT OF TRANSPORTATION

BRAZORIA COUNTY, TEXAS

AND

BRAZORIA COUNTY TOLL ROAD AUTHORITY

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288 TOLLWAY
PROJECT DEVELOPMENT AGREEMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS AGREEMENT, by and among the **TEXAS DEPARTMENT OF TRANSPORTATION** ("TxDOT"), an agency of the State of Texas, as authorized by the Texas Transportation Commission ("Commission"), **BRAZORIA COUNTY, TEXAS** ("Brazoria County"), a political subdivision of the State of Texas, and the **BRAZORIA COUNTY TOLL ROAD AUTHORITY** ("BCTRA"), a local government corporation created pursuant to and authorized by chapter 431, subchapter D of the Texas Transportation Code (hereinafter Brazoria County and BCTRA jointly referred to as "County"), is executed to be effective when fully executed by all parties ("Agreement").

RECITALS

The following recitals are a part of this Agreement:

1. State Highway 288 currently exists in Harris and Brazoria Counties, Texas as a non-tolled segment of the state highway system;

2. Chapter 284 of the Texas Transportation Code (the "Code") authorizes certain counties, including Brazoria County, to construct, acquire, improve, operate, and maintain certain transportation projects;

3. Brazoria County created the Brazoria County Toll Road Authority on or about December 16, 2003 for the purpose of assisting Brazoria County with the financing, construction, and operation of toll roads in Brazoria County. For purposes of this Agreement, each entity (TxDOT on the one hand and Brazoria County and BCTRA on the other hand) shall act as one party and will have one appointed person responsible for the project;

4. On September 12, 2012, Harris County, Texas waived its option to develop, finance, construct, and operate a toll project in the State Highway 288 right-of-way between US 59 in Harris County, Texas and the Brazoria County line (the "TxDOT SH 288 Toll Lanes Project in Harris County," or the "Harris Project," the limits of which are described in more detail below);

5. On April 26, 2012, the Commission approved Minute Order No. 113075 authorizing the Harris Project from US 59 to the Brazoria County line with construct authority allowing TxDOT to develop, finance, construct, and operate the project;

6. As required by Section 228.013 of the Code, on April 19, 2013, a committee, commonly referred to as a 1420 Committee, met to determine the distribution of the financial risk, the method of financing, and the tolling structure and methodology to be used with respect to the Harris Project. The committee determined that, with respect to the Harris Project, the revenue risk would be retained by a private entity, private funds would be used to finance the project (although public funds may be contributed, particularly with respect to an expansion of or change in scope of the Harris Project), and the tolling structure and methodology would be as set forth in the committee's final report dated April 19, 2013;

7. On May 23, 2013, environmental approval was obtained for the Harris Project and the Brazoria Project;

8. In Minute Order No. 114205, approved by the Commission on February 26, 2015, the Commission conditionally awarded the comprehensive development agreement ("CDA") for the development of the Harris Project to Blueridge Transportation Group ("BTG");

9. The proposal submitted by BTG includes in the scope of the Harris Project the four northern and four southern direct connectors at the SH 288/Beltway 8 interchange;

10. Under Section 228.011 of the Code, the County has the option to design, construct, finance, operate and maintain improvements to SH 288 within Brazoria County (the "Brazoria Project," the details of which are described below);

11. Pursuant to Section 228.011(f) of the Code, TxDOT or the commission may provide written notice to the County meeting the requirements of Section 228.011(e) and describing in reasonable detail the location of a toll project on or along SH 288, a projected cost estimate, sources and uses of funds, and a construction schedule;

12. If after receipt of the notice described immediately above, the County exercises the first option with respect to the toll project described in the notice, and then fails to enter into one or more contracts as described in Section 228.011(f) of the Code by the deadlines described in that provision, then the commission or TxDOT may enter into a contract for the financing, construction, or operation of the toll project with a different entity;

13. Though the southern terminus of the current Brazoria Project is CR 58, the parties acknowledge that, pursuant to Section 228.011 of the Code, the County may, and in fact currently intends to, develop, construct, and operate a toll project in the SH 288 corridor southward to CR 60 (the future Grand Parkway South State Highway 99) (the "Brazoria Extension") subsequent to the financing of the current scope of the Brazoria Project, regardless of whether it receives a first option notice from the Commission or TxDOT under Section 228.011(e) of the Code, and the County will install toll facilities on the right-of-way south of the current southern terminus, upon the entry of an agreement between the County and TxDOT that includes reasonable terms to accommodate the use of the right-of-way by the County and to protect the interests of the commission and TxDOT in the use of the right-of-way for operations of TxDOT, including public safety and congestion mitigation on the right-of-way;

14. Pursuant to Section 228.011(b-1) of the Code, TxDOT shall assist Brazoria County in the financing, construction, and operation of a toll project in Brazoria County, including any extension of the 288 Tollway, by allowing Brazoria County to use state highway right-of-way owned by TxDOT and to access the state highway system. The same provision of the Code requires Brazoria County to reimburse TxDOT for its use of the right-of-way. Section 228.011(c) of the Code requires TxDOT and Brazoria County enter into an agreement that includes reasonable terms to accommodate the use of the right-of-way by Brazoria County and to protect the interests of the commission and TxDOT in the use of the right-of-way for operations of TxDOT, including public safety and congestion mitigation on the right-of-way.

15. The Brazoria Project will be constructed by the County on a portion of the State-Owned ROW, as more particularly described in Exhibit "A" to this Agreement, and, in accordance with Section 284.008(c), Transportation Code, the Brazoria Project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the County (or another person with the consent or approval of the County); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the County (or another person with the consent or approval of the County) in a trust fund held for the benefit of the bondholders. TxDOT will remain responsible for the maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;

16. Chapter 284, Transportation Code, applies to a pooled project in the same manner that it applies to any other project. Brazoria County may issue bonds that are payable either in whole or in part from the revenues of the pooled project and currently intends to system finance the Brazoria Extension and to pool it with the Brazoria Project in accordance with Chapter 284, Transportation Code, and the County currently intends to pledge revenues of the pooled project for some or all of the purposes specified in Section 284.065(e), Transportation Code, including specifically, to pay bonds issued to finance capital improvements to the Brazoria Project;;

17. In developing and constructing the Brazoria Project, the County expects to use the design-bid-build delivery methodology, and expects to finance the development and construction, and to own and operate the project, through the BCTRA;

18. TxDOT has determined that the State will receive substantial benefits from toll road projects to be constructed, operated and maintained by the County, and as provided in this Agreement, through the authorization to use State-Owned ROW by the County for such purposes;

19. In Minute Order 114742 dated October 27, 2016, and Minute Order 114767 dated November 17, 2016, the Commission approved a request for financial assistance under Title 43, Part 1, Chapter 27, Subchapter E of the Texas Administrative Code (the "Financial Assistance Rules") in the form of a grant in the amount of $10,000,000, to pay for costs of developing and designing the Brazoria Project (the "Grant");

20. The parties intend that this Agreement will be executed and delivered simultaneously with the execution of the Financial Assistance Agreement;

21. In Minute Order 114768 dated November 17, 2016, the Commission approved the Brazoria Project as a toll project, and approved the connection of the Brazoria Project to the state highway system;

22. The County's construction, maintenance, and operation of the Brazoria Project shall comply with the requirements of applicable state and federal law;

23. One purpose of this Agreement is to protect the interests of the Commission and TxDOT in the use of right-of-way for operations of the department, including public safety and congestion mitigation on the right-of-way;

24. Sections 201.209, 222.103, 228.002, 228.011, 284.003, 284.006, and 284.063 of the Code, along with chapter 791 of the Texas Government Code, authorize agreements between TxDOT and certain governmental entities, including counties, pertaining to the design, construction, financing, operation, ownership, and maintenance of highways;

25. TxDOT and the County, while intending to develop, operate, and maintain the Harris Project and the Brazoria Project as separate projects, understand and recognize that these two projects will connect at the Interface, and that the design, construction, operation, and maintenance of one segment will affect the design, construction, operation, and maintenance of the other segment; and

26. TxDOT wishes to transfer to the County, pursuant to Section 228.011 of the Code, rights to use a portion of the State-Owned ROW, as that term is defined below; however, TxDOT will remain responsible for maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Agreement, TxDOT, Brazoria County, and BCTRA agree as follows:

1. Definitions

Agreement means this Project Development Agreement.

Authorized Representative means an individual designated by a party to this Agreement who shall be authorized to make decisions and bind the party on matters relating to this Agreement, and to perform such other functions as described herein. The initial designations of the Authorized Representatives are provided below. Such designations may be changed by written notice provided to the other party. A party's Authorized Representative may, by written notice provided to the other party, also delegate all or part of his/her duties to another individual.

Brazoria Extension shall have the meaning as provided in Section 6.a.(4) below.

Brazoria Project means the development, design, construction, financing, operation, and maintenance of improvements in the median of SH 288 from the Interface to County Road ("CR") 58, all in Brazoria County, to include two northbound toll lanes and two southbound toll lanes, separated from the general purpose lanes by a hard barrier such as a concrete traffic barrier. The northern terminus of the Brazoria Project is located two hundred feet south of the south abutment of the Clear Creek Bridge on SH 288. CR 58 represents the southern terminus for the initial phase of the Brazoria Project. The Brazoria Project does not include any portion of the ultimate schematic from CR 58 to CR 60 (future SH 99). The term includes the structures and pavement for all access points permitted under this Agreement. The term also includes the right of the County to use a portion of the State-Owned ROW, as described in more detail herein, but does not include title to any of the State-Owned ROW, which shall remain with TxDOT. The Brazoria Project extends from one hard barrier between the toll lanes and the general purpose lanes to the other hard barrier between the toll lanes and the general purpose lanes, inclusive of the hard barriers themselves, but excludes the general purpose lanes and the frontage roads within the SH 288 Corridor.

Brazoria Project Opening Date means the date on which the Brazoria Project is scheduled to be open to the public, subject to Section 4 of this Agreement, which shall be on or about the same date as the Harris Project Opening Date.

Effective Date means the date this Agreement is fully executed by all parties.

Environmental Documents means, as applicable, an environmental assessment, an environmental impact statement, a categorical exclusion, a Finding of No Significant Impact, a Record of Decision, any re-evaluation of an environmental assessment, any decision in connection therewith, any environmental permit or related authorization or decision, and/or any other environmental commitments or obligations, as they may relate to the Harris Project or the Brazoria Project.

Financial Assistance Agreement or **FAA** shall mean the agreement between TxDOT and the County providing for the Grant to Brazoria County.

Grant means the $10,000,000 in financial assistance provided pursuant to the FAA to develop the Brazoria Project.

Harris Project means the development, design, construction, financing, operation, and maintenance of a minimum of two northbound toll lanes and two southbound toll lanes, along an approximately 10.3 mile segment of SH 288 from Highway 59 to the Interface, and including a facility to connect SH 288 to the Texas Medical Center in Houston, Texas. Subject to final award of the CDA to BTG, the Harris Project will also include the four northern and four southern direct connectors at the SH 288/Beltway 8 interchange. The Harris Project may include, at TxDOT's discretion, the I-610 interchange reconstruction.

Harris Project Opening Date means the date on which the Harris Project is scheduled to be open to the public, subject to Section 4 of this Agreement. By no later than the date on which TxDOT issues NTP2 to BTG pursuant to the CDA, TxDOT will notify the County and BCTRA of the date it expects the Harris Project to open.

Interface means the point 200 feet south of the south abutment of the Clear Creek Bridge on SH 288, where the Harris Project and the Brazoria Project will meet. This point serves as the southern limit of the Harris Project and the northern limit of the Brazoria Project.

Oversight Committee means the committee formed and operated under Section 4 of this Agreement.

Project-Related Information means traffic estimates, revenue estimates, plans, specifications, surveys, appraisals, environmental studies, and other work product developed by or for either party, including consultants and developers, for the Harris Project or the Brazoria Project.

SH 288 Corridor means the corridor containing all of the SH 288 transportation facilities, as they now exist or may exist hereafter, including the SH 288 Mainlanes and Frontage Roads, the Harris Project, and the Brazoria Project.

SH 288 Mainlanes and Frontage Roads means the general purpose lanes and frontage roads along the SH 288 Corridor, both in Harris County and in Brazoria County, as they exist currently and as they may exist in the future.

State-Owned ROW means all right of way owned by the State in the existing footprint of SH 288.

2. Brazoria Project Description and Overview

a. The County will provide and be responsible for the design, construction, financing, operation and maintenance of the Brazoria Project, in accordance with and subject to the terms of this Agreement. The County will construct the Brazoria Project to the Interface.

b. The County is hereby authorized to use and will be allowed to utilize a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit "A," provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. The County agrees that its use of the State-Owned ROW will not damage, impair safety, impede maintenance, or otherwise restrict operation of the Harris Project or the SH 288 Mainlanes and Frontage Roads, all as determined from engineering and traffic investigations conducted by TxDOT in accordance with terms or procedures mutually agreed to by TxDOT and the County.

c. Upon completion, the Brazoria Project and the facilities and structures comprising the Brazoria Project will be owned by the County, and the County will be responsible for the operation and maintenance of the project and such facilities, provided, however, in planning and making policies, the Commission shall consider for incorporation into the State highway system the Brazoria Project as a

turnpike that another governmental entity is authorized to construct. TxDOT will retain title to all of the State-Owned ROW, subject to the rights to use the State-Owned ROW transferred to the County herein.

d. The initial phase of the Brazoria Project will be developed to include two northbound toll lanes and two southbound toll lanes including the barrier separation, and will be located between the existing northbound and southbound general purpose mainlanes.

e. Subject to applicable environmental approvals, access to the Brazoria Project will be provided at the following locations:

(1) Hughes Ranch Road via bridge structure(s) over the general purpose lanes;

(2) To and from FM 518 intersections with the SH 288 frontage roads via entrance and exit ramp bridges located north of FM 518; and

(3) The south terminus of the toll lanes near the SH 288 crossing of CR 58 via ramps to and from the SH 288 general purpose lanes.

(4) Access ramps from the SH 288 northbound general purpose lanes to the toll lanes and southbound to the SH 288 general purpose lanes from the toll lanes at approximately the vicinity of FM 518.

(5) Access may be provided at such additional locations as may be agreed to by the County and TxDOT.

All such access points shall be part of the Brazoria Project, owned by the County, and shall be developed, constructed, operated and maintained at the County's cost.

3. Harris Project Description and Overview

a. TxDOT will provide and be responsible for the design, construction, financing, operation and maintenance of the Harris Project.

b. TxDOT will construct the Harris Project to the Interface. The initial phase of the Harris Project will be developed to include two northbound toll lanes and two southbound toll lanes, and will be located between the existing northbound and southbound general purpose main lanes except at the I-610 interchange. At the I-610 Interchange, the tolled facility will be carried through the interchange but, in TxDOT's discretion, may be located other than between existing northbound and southbound general purpose lanes.

c. At a minimum, access to the Harris Project will be provided at the following locations:

(1) southbound entrances to the Harris Project will be from: the general purpose lanes near US 59/SH 288/I-45 Interchange (2 lanes); at Holcombe (Texas Medical Center connector); from I-610 direct connectors

(eastbound (EB) and westbound (WB)); near Almeda-Genoa from the SH 288 general purpose lanes; and from Beltway 8 direct connectors (EB & WB);

(2) southbound exits from the Harris Project will be to: I-610 direct connectors (EB & WB); general purpose lanes near Almeda-Genoa; Beltway 8 direct connectors (EB & WB); and the connection to the Brazoria Project;

(3) northbound entrances to the Harris Project will be from: the connection to the Brazoria Project; Beltway 8 direct connectors (EB & WB); general purpose lanes near Almeda-Genoa; and I-610 direct connectors (EB & WB);

(4) northbound exits from the Harris Project will be to: Beltway 8 (EB & WB); the I-610 direct connectors (EB & WB); Holcombe (Texas Medical Center connector); and general purpose lanes near US 59/SH 288/I-45 Interchange;

All of the above access points shall be part of the Harris Project and will be owned by TxDOT. TxDOT may, in its discretion, add additional access points, ramp and lanes which will also be part of the Harris Project.

The Harris Project will include the reconstruction of the interchange at SH 288 and I-610, along with a fully directional interchange at SH 288 and Beltway 8 with direct connectors in all directions between the SH 288 toll lanes and the existing Beltway 8 toll lanes.

d. Upon completion, the Harris Project will be part of the State Highway System and will be owned by TxDOT. TxDOT will retain title to the Harris Project, the SH 288 Mainlanes and Frontage Roads, and all of the State-Owned ROW.

4. Project Coordination

a. **Authorized Representatives**

(1) The parties' initial Authorized Representatives are:

For TxDOT:

James M. Bass
Executive Director
125 E. 11th Street
Austin, TX 78701
(512) 305-9516
Fax (512) 463-0281
james.bass@txdot.gov

For the County:

L.M. "Matt" Sebesta, Jr.
Brazoria County Judge
111 East Locust
Angleton, TX 77515
(979) 864-1200
Fax (979) 849-4655
matts@brazoria-county.com

(2) In order to facilitate cooperation and coordination in the performance of this Agreement, the Authorized Representatives will confer quarterly, or more often as needed, and will discuss and coordinate, as necessary, issues of mutual concern regarding the development of the Harris Project and the Brazoria Project, and regarding any other matters pertaining to this Agreement.

b. **Oversight Committee**

(1) The County and TxDOT shall establish an advisory committee comprised of County and TxDOT employees and/or governing body members (the "Oversight Committee") that will work together in an advisory capacity only on issues relating to the parties' responsibilities under this Agreement. An employee designated by the County may include a contract employee of BCTRA with responsibility for the management and/or administration of BCTRA. The Oversight Committee will meet as required to discuss project status and issues. Each party (with Brazoria County and BCTRA together being one party for this purpose) shall designate two (2) employees and/or governing body members to serve as members of the Oversight Committee. Each party's initial designation of employees and/or governing body members to serve as members of the Oversight Committee shall be made by notice to the other party within ten (10) days of the effective date of this Agreement. After the opening of both the Harris Project and the Brazoria Project, this Committee will continue to meet on a quarterly or as otherwise determined by the Committee.

(2) Either party, by written notice to the other party, may, from time to time, replace one or more of its designated employees and/or governing body members that serve on the Oversight Committee with other designated employees and/or governing body members. The parties may mutually agree, from time to time, to invite staff members from other relevant entities, advisors, and/or consultants to advise the Oversight Committee.

c. **Technical Committee**

The County and TxDOT shall establish a Technical Committee which will have advisory responsibilities with regard to technical issues pertaining to the Interface. The Technical

Committee will consist of eight members, four representatives each from TxDOT and the County (with Brazoria County and BCTRA together being one party for this purpose). Technical Committee members may be employees or non-employee representatives. This committee will terminate upon the connection and opening of the two projects.

d. **Connection of Projects**

(1) The County and TxDOT agree to use their best efforts to have their respective Projects open to the public on or before the respective Project Opening Dates. The parties may, by mutual agreement, change either or both of the Project Opening Dates.

(2) If the Harris Project opens before the Brazoria Project (notwithstanding that the Harris Project may open before the Harris Project Opening Date), then TxDOT at its election and expense may construct temporary ramps between the Harris Project toll lanes and the existing general purpose lanes near the Interface. The County agrees to permit these ramps and to allow access as needed to construct, operate, and maintain them. The County, at its expense, shall remove these ramps within forty eight hours of opening the Brazoria Project, such that there will be continuous access to and from the Brazoria Project and the Harris Project. TxDOT will reimburse Brazoria County for the reasonable removal costs exceeding $100,000.

(3) It is the responsibility of each party to design and construct its respective Project so that it will connect with the other Project at the Interface in a safe, efficient, and effective manner. Except as provided in subsections (4) and (5), both parties understand and agree that neither party, nor any of such party's developers, consultants, designers, constructors, or other contractors on such party's Project shall be responsible or liable in any respect for any claims, damages, judgments, awards or losses of any kind whatsoever suffered by the other party or by any contractor of the party or by any subcontractor at any level, by reason of the connection of the respective Projects or by any delay in the completion of the respective Projects. Each party agrees to include such release of liability in favor of the other party in all contracts with its contractors on its respective Project, and also shall require those contractors to include such release of liability in favor of the other party in all contracts with all subcontractors at whatever level.

(4) Any claims by TxDOT for damage done to the Harris Project resulting from or caused by the efforts of the County to connect the Brazoria Project to the Harris Project shall be limited to an aggregate amount of $1,000,000. Any such claims may be paid in one or more installments over a twelve month period.

(5) Any claims by the County for damage done to the Brazoria Project

resulting from or caused by the efforts of TxDOT to connect the Harris Project to the Brazoria Project shall be limited to an aggregate amount of $1,000,000. Any such claims may be paid in one or more installments over a twelve month period.

(6) **TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS TXDOT AND ALL OF ITS DEVELOPERS, DESIGNERS, CONSULTANTS, CONSTRUCTORS, OR OTHER CONTRACTORS ON THE HARRIS PROJECT FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, INVESTIGATIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, DEMANDS AND LOSSES, IN EACH CASE ASSERTED OR INCURRED BY OR AWARDED TO ANY THIRD PARTY, ARISING OUT OF, RELATING TO OR RESULTING FROM THE CONNECTION OF THE BRAZORIA PROJECT TO THE HARRIS PROJECT.**

(7) **TO THE EXTENT PERMITTED BY LAW, TXDOT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ALL OF ITS DEVELOPERS, DESIGNERS, CONSULTANTS, CONSTRUCTORS, OR OTHER CONTRACTORS ON THE BRAZORIA PROJECT FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, INVESTIGATIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, DEMANDS AND LOSSES, IN EACH CASE ASSERTED OR INCURRED BY OR AWARDED TO ANY THIRD PARTY, ARISING OUT OF, RELATING TO OR RESULTING FROM THE CONNECTION OF THE HARRIS PROJECT TO THE BRAZORIA PROJECT.**

e. **Confidentiality**

(1) The parties understand and agree that each of them is subject to the requirements of the Public Information Act ("PIA"), and that all statements and agreements contained herein, and all future agreements entered into in furtherance of this Agreement, respecting the confidentiality of documents and other information, are subject to and

limited by the requirements of the PIA. In the event that a request is made under the PIA for documents in the possession of one party which came from the other party, and the party from which the documents came contends they contain confidential and/or proprietary information, then the party possessing those documents agrees to take such steps as are reasonable and necessary, and allowed under the PIA, to protect those documents from public disclosure. The party from whom the documents originated agrees to bear the expenses incurred by the party resisting the disclosure of the documents.

(2) Neither party shall be liable to the other for any disclosure of documents required under the PIA, notwithstanding that such disclosure may be contrary to the terms of this Agreement or the terms of any future agreement entered into in furtherance of this Agreement.

f. **Cooperation and Sharing of Information**

(1) Subject to the requirements of law, the terms of any other agreement relating to the confidentiality of information, and further subject to any applicable court or agency decision, each party agrees to provide to the other party Project-Related Information upon request. If necessary, and to the extent permitted by applicable law, the parties will enter into confidentiality agreements to allow for the sharing of such information under this provision while protecting its confidentiality. Each party's use of the Project-Related Information supplied by the other party is at its sole risk, and neither party makes any warranty or representation whatsoever as to the completeness or the accuracy of the Project-Related Information it supplies.

(2) As reasonably soon as the information becomes available, the parties shall provide to each other schedules showing significant events in the development, procurement, design, and construction of the Harris Project and the Brazoria Project. The parties shall update and supplement those schedules on a monthly basis during design and construction, and on a semi-annual basis during operations and maintenance.

g. TxDOT and County agree to take all reasonable actions and to cooperate and coordinate with each other and to cause their contractors to cooperate and coordinate with each other to ensure the timely construction and completion of the Harris Project and the Brazoria Project.

h. **Authority to Finance, Construct, and Operate the Brazoria Project**

Pursuant to Section 228.011 of the Code, the County has the primary responsibility for the financing, construction, and operation and maintenance of the Brazoria Project. This provision shall survive the termination of this Agreement, subject to the transfer and handback requirements in Section 10.

5. Project Funding and Financing

a. The County intends to secure financial assistance for the Brazoria Project through the Grant from TxDOT for the Brazoria Project as provided in the FAA. Terms relating to the financial assistance and the distribution of that funding shall be governed by the terms of the Financial Assistance Agreement. Except as specifically provided for in the Financial Assistance Agreement, the County will be responsible for funding the Brazoria Project. The County agrees to develop the Brazoria Project such as to maintain the eligibility of the project to receive federal funding. TxDOT will provide to the County reasonable and necessary documentation to facilitate environmental review, design, construction, traffic and revenue analysis, and financial analysis, and will cooperate with and provide reasonable assistance to the County, all in connection with the County's efforts to obtain TIFIA, state infrastructure bank, and/or other related financing for the Brazoria Project.

b. The County will have sole authority and responsibility for the selection of underwriters, investment bankers, financial advisors, legal counsel and other consultants retained in connection with the financing and procurement of the Brazoria Project. The County's consultants acting as advisors to the County may not participate on a proposer team or on a developer team for the Harris Project, nor shall they act as consultants to TxDOT in connection with the Harris Project, without the express consent of the County. The foregoing restrictions shall not apply to the County's design consultants for the Brazoria Project or to already existing consultant relationships with TxDOT.

The County will provide to TxDOT, within ten days after execution and prior to County's issuance of bonds for the financing of the Brazoria Project, the executed construction contract which will be made effective as of the date of the County's financial close.

6. Environmental, Right of Way, Right of Access, and Procurement

a. Responsibilities of the County

(1) Environmental

(a) The development of the Brazoria Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and the Natural Resources Code, Chapter 191. The County is responsible for all environmental mitigation, remediation, permits, and compliance identified in the Environmental Documents with respect to the Brazoria Project.

(b) To the extent permitted by law, TxDOT agrees, at its expense, to take the lead role in obtaining environmental clearance for the Brazoria Project. TxDOT will also lead all public hearing and public outreach and coordination efforts. The County agrees to provide all support reasonably requested by TxDOT in those efforts. Notwithstanding that TxDOT agrees to pay for this work, TxDOT estimates the cost of this work to be $2,000,000. However, TxDOT makes no representation or warranty whatsoever regarding the success of

those efforts. Further, the County understands and agrees that neither TxDOT nor any of its developers, designers, constructors, or other contractors or consultants shall be responsible or liable in any respect for any claims, damages, judgments, awards or losses of any kind whatsoever suffered by the County or by any contractor of the County or by any subcontractor at any level, arising from TxDOT's efforts to obtain such environmental clearance. The County will be responsible for all other permits, approvals, and agreements necessary for the Brazoria Project, except as otherwise required by law or by agreement between the County and a state or federal agency, and TxDOT agrees to provide reasonable assistance to the County in those efforts.

(c) The County will provide support reasonably requested by TxDOT in connection with TxDOT's efforts to obtain the environmental clearance, permits, approvals, and agreements necessary for the Harris Project.

(d) The County will promptly advise TxDOT of any proposed design, construction, or operational changes or issues that may impact commitments in the Environmental Documents or that may require additional environmental documents or approvals.

(e) The County will pay for, and take the lead on, any environmental re-evaluation that pertains only to the Brazoria Project or to any environmental approval needed for any reconfiguration including ramp additions or deletions, extension of or addition to the Brazoria Project. To the extent that an environmental re-evaluation is necessary and such re-evaluation affects or includes both the Harris Project and the Brazoria Project, the County and TxDOT agree to cooperate in, and to share in the cost of, obtaining such re-evaluation. Each party shall be responsible for the cost attributable to its respective project.

(f) The County will be responsible for managing, treating, handling, storing, remediating, removing, transporting (where applicable) and disposing of all hazardous materials, including contaminated groundwater, encountered or discovered in connection with the development, design, construction, operation, and/or maintenance of the Brazoria Project, including where such hazardous materials might be found in or on that part of the State-Owned ROW used for the Brazoria Project, in accordance with applicable law and governmental approvals.

(2) **Procurement**

(a) Except as provided otherwise in this Agreement, the County is responsible for all procurement activities for the Brazoria Project. Nonetheless, the County shall coordinate and consult with TxDOT concerning the delivery method for the Brazoria Project. In selecting the delivery method and in procuring the Brazoria Project, the County shall use its best efforts to maintain eligibility for federal funding, and shall comply with Federal Highway Administration (FHWA) rules, policies, and guidelines concerning environmental permits and approvals.

(b) To the extent permitted by applicable law, representatives of the County assisting in the TxDOT procurement process, or otherwise having access to confidential and/or proprietary project information, will sign appropriate confidentiality agreements and

conflicts disclosure statements. In the event a County representative is unable or unwilling to sign a requested confidentiality agreement, or has conflicts to his/her participation in the TxDOT procurement process, then the County will withdraw that representative.

(3) **Right of Way**

(a) Within ten (10) business days of the Effective Date of this Agreement, the County shall make payment in the amount of $66,715.38 to TxDOT as reimbursement under Section 228.011 of the Code, for the use by the County of portions of the State-Owned ROW, inclusive of air space, for the development, construction, operation and maintenance of the Brazoria Project. This amount equals (a) TxDOT's actual costs to acquire right-of-way transferred to the County for use in the Brazoria Project, or (b) an amount equal to the average actual historical right-of-way acquisition values for comparable right-of-way located in proximity to the Brazoria Project on the date of original acquisition of the right-of-way.

(b) Notwithstanding the foregoing, TxDOT and its developer shall have the right to use and have access over, across, and on the Brazoria Project and the State-Owned ROW as may be necessary or desirable to enable TxDOT to cause the Harris Project and the SH 288 Mainlanes and Frontage Roads to be constructed, maintained, and operated without paying any additional compensation therefore, except that TxDOT and its developer will be required to pay normal tolls in connection with their use of the Brazoria Project. In exercising such right, TxDOT and its developer shall cooperate with the County to lessen the impact of such uses on the County's construction, operation, and maintenance of the Brazoria Project. For any maintenance, construction or other repairs, other than emergency repairs, TxDOT shall provide at least 48 hours written notice to the County prior to exercising its rights under this paragraph.

(4) **Right of Access**

The County shall have access to State owned right-of-way for the portion of SH 288 south of the current southern terminus of the Brazoria Project and extending to CR 60 (future SH 99) (the "Brazoria Extension") for the purposes of pre-development activities such as surveying, geotechnical investigations, environmental investigations, and preliminary engineering . Access to the Brazoria Extension shall be provided by TxDOT upon reasonable notice and upon other reasonable terms and conditions as typically imposed by TxDOT.

b. **Responsibilities of TxDOT**

(1) **Environmental**

(a) The development of the Harris Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and Natural Resources Code, Chapter 191. TxDOT is responsible for all environmental mitigation, remediation, and compliance identified in the Environmental Documents with respect to the Harris Project.

(b) In addition to the responsibilities detailed above, TxDOT will be responsible for the environmental clearance and for all permits, approvals, and agreements necessary for the Harris Project, and for compliance with the commitments in the Environmental Documents concerning the Harris Project, except as otherwise required by law or by agreement between TxDOT and a state or federal agency.

(c) TxDOT and the County understand that the City of Pearland has agreed to make capacity available in its regional water detention facilities for use by TxDOT as needed for the Harris Project. The County agrees that it will not use or seek to use capacity in those same facilities such that the County's use would interfere with, or constrain, the use by TxDOT of such capacity, or otherwise diminish the capacity in such facilities available for and needed by TxDOT. In other words, TxDOT and the County agree that TxDOT shall have priority in the use of such facilities.

(2) **Procurement**

(a) TxDOT will provide to the County technical specifications and qualifications that TxDOT would like to be considered in the procurement documents prepared by the County for the Brazoria Project. Inclusion of that information is at the discretion of the County.

(b) Subject to conflicts rules, TxDOT personnel may review (1) the procurement documents prepared by the County, including drafts thereof, and (2) all responses to those procurement documents from actual or potential bidders, proposers, constructors, contractors, developers, designers, architects, and engineers. The participating TxDOT personnel will execute the appropriate confidentiality agreements, and will provide sufficient information as to enable the County to determine if any conflicts exist.

(c) TxDOT agrees to provide procurement support services as may be reasonably requested by the County, consistent with confidentiality and conflicts rules and requirements. The costs of such services shall be treated as Brazoria Project costs and subject to reimbursement to TxDOT.

(3) **Right of Way**

(a) As provided in Section 228.011 of the Code, and subject to Section 6.a.(3) of this Agreement, TxDOT will transfer to the County the rights, inclusive of air space, to use a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit "A," provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. Such right shall include, but not be limited to, the right to use a portion of the State-Owned ROW for the storage of equipment and materials used by the County in the maintenance of the Brazoria Project. The location of any such storage site shall be by agreement between TxDOT and the County.

(b) Subject to the rights of use transferred to the County (which shall

include air rights), TxDOT will retain ownership of all of the State-Owned ROW, including those portions which the County has the right to use, and will further retain ownership of the SH 288 Mainlanes and Frontage Roads.

(c) Notwithstanding the foregoing, the County and its contractor shall have the right to use and have access over, across, and on (i) the Harris Project in the vicinity of the Interface, and (ii) the State-Owned ROW and the SH 288 Mainlanes and Frontage Roads in Brazoria County, as may be necessary or desirable to enable the County to cause the Brazoria Project to be constructed, maintained, and operated without paying any additional compensation therefore, except that the County and its contractor will be required to pay normal tolls in connection with their use of the Harris Project. In exercising such right, the County and its developer shall cooperate with TxDOT to lessen the impact of such uses on the TxDOT's development, operation, and maintenance of the Harris Project. For any maintenance, construction or other repairs, other than emergency repairs, the County shall provide at least 48 hours written notice to the TxDOT prior to exercising its rights under this paragraph.

7. Design and Construction

a. **Responsibilities of the County**

(1) Subject only to the terms of this Agreement, the County has responsibility for the design and construction of the Brazoria Project. The County is responsible for the timely development of the plans, specifications and construction of the Project, including all required and remaining utility relocations and/or adjustments, and all costs associated therewith.

(2) Plans and specifications developed by the County for the Brazoria Project are and shall be in accordance with the standards required by TxDOT as defined in 43 TEX. ADMIN. CODE §27.51. In the absence of applicable standards in the Code or the TxDOT design standards, the plans and specifications must be in compliance with the American Association of State Highway and Transportation Officials ("AASHTO") standards. All plans and specifications have been and shall be developed in accordance with the design criteria for functional classification and design speed as shown on the approved ultimate schematics as prepared with the SH 288 (US 59 to CR 60) Environmental Assessment which obtained a Finding of No Significant Impact on May 23, 2013, unless modified by an environmental reevaluation or approved design deviation. The County may request a design deviation from TxDOT subject to Sections 6 and 7 of this Agreement.

(3) Plans and specifications for the Brazoria Project conform to the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and to the Texas Manual of Uniform Traffic Control Devices (TMUTCD). However, the Executive Director of TxDOT or designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the

quality and durability of the finished product for its intended use and the safety of the traveling public. All signing for the Brazoria Project within the State-Owned ROW shall conform to TMUTCD standards for toll/managed lane facilities.

(4) The County submitted to TxDOT plans and specifications for the Brazoria Project at the 30% and 90% phases, which have been reviewed and determined to be acceptable by TxDOT.

(5) Brazoria County will provide to TxDOT the Construction Plans and Specifications in which all comments from previous TxDOT reviews have been addressed by the County. TxDOT will have 14 calendar days to review should they have any issues.

(6) The County agrees that TxDOT may provide the design package it receives from the County to BTG for use by BTG in designing the portion of the Interface on the Harris Project. After TxDOT has approved the design package submitted by the County, the County will not make any change to the portion of the design package related to the Interface that would increase the cost of designing, constructing, or operating the Harris Project, or reduce the toll revenue from the Harris Project, without the agreement of TxDOT.

(7) The County shall be responsible for construction of the Brazoria Project in accordance with the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and the County shall be responsible for oversight and field inspection of construction activities, including the cost for such inspections and associated testing services, to verify conformance with the plans and specifications for the Brazoria Project.

(8) The County shall construct the Brazoria Project so as to reasonably minimize impacts on the Harris Project and on the ongoing operation and maintenance of the SH 288 Mainlanes and Frontage Roads.

(9) The County and TxDOT agree to provide to each other schedules for the construction of their respective projects as soon as those schedules are available, and shall provide updates to those schedules promptly. The County and TxDOT will confer on an ongoing basis regarding those schedules, and agree to coordinate those schedules so as to minimize the impacts of the construction activities in one segment on the construction, operation, and maintenance activities in the other segment.

(10) Field changes to the Brazoria Project which would impact operation or maintenance of the Harris Project, or the SH 288 Mainlanes and Frontage Roads shall be submitted to TxDOT for approval prior to being accomplished. Should the County wish to accept any nonconforming

work, TxDOT shall be advised of the nonconforming work and shall have final approval of the decision to accept such work.

(11) Upon completion of construction of the Brazoria Project, the County shall issue to TxDOT a Certificate of Final Completion, showing the date of final completion and certifying that the Brazoria Project has been constructed according to approved plans and specifications. At the earliest possible date thereafter, the County will deliver to TxDOT the final sets of plans and specifications (the "As-Builts").

(12) All work and costs related to relocation, adjustment, or removal of existing utilities necessary to resolve conflicts and allow for construction of the Brazoria Project, other than those costs required to be borne by the utilities, shall be the responsibility of the County, including without limitation the identification of existing utilities and coordination with utility owners to secure relocation, adjustment, or removal of those facilities.

(13) All utility relocations and/or adjustments shall be in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including 43 TAC §21.31 et seq. (Utility Accommodation) and 23 CFR Chapter 1, Part 645. TxDOT acknowledges that utility relocation, adjustment, or removal activities may be undertaken on the County's behalf by its contractor, in which case the County shall be responsible for assuring that the contractor carries out all such relocation, adjustment, and removal activities in a manner consistent with applicable laws and administrative regulations.

(14) The County will be responsible for the management of traffic and design and implementation of traffic control plans during construction in accordance with applicable laws and regulations, and will submit proposed traffic control plans and documents to TxDOT for review and approval. Traffic control plans shall provide for maintaining the same number of operating general purpose lanes as currently exists from the hours of 5:00 am to 9:00 am and from 3:00 pm to 7:00 pm on weekdays. Any proposed reduction in the number of operating general purpose lanes shall be subject to TxDOT's prior written approval. The County and TxDOT will coordinate with each other regarding lane closures during construction so as to minimize the impacts that lane closures in one segment will have on the construction, operation, and maintenance of the other segment.

(15) TxDOT personnel will be permitted to review all proposed change orders, design and construction deviations, non-conformance reports, and notices of design change to the extent such changes impact operation or maintenance of the Harris Project, or the SH 288 Mainlanes and Frontage Roads. TxDOT will provide comments within fourteen (14) calendar days or receipt of such documents. If no comments are provided within that

time period, it will be deemed that TxDOT has provided no comments to such instruments.

b. **Responsibilities of TxDOT**

(1) TxDOT, at any time during construction of the Brazoria Project, after providing reasonable notice to the County, may inspect any work performed as part of the Brazoria Project for compliance with engineering and design plans and specifications.

8. Operations and Maintenance

a. **Responsibilities of the County**

(1) Subject to the terms of this Agreement, the County will be responsible for the operation and maintenance of the Brazoria Project from and after substantial completion of the Brazoria Project. TxDOT and the County agree that the Brazoria Project will be operated and maintained by the County. The County agrees to maintain and operate the Brazoria Project in a manner suitable to relevant standards and acceptable procedures similar to those TxDOT uses on state facilities to include TxDOT's Maintenance Management Manual, Maintenance Operations Manual, and Roadside Vegetation Manual; as well as in accordance with the terms of the bond indenture or other financing instrument pursuant to which bonds or other obligations payable from revenues of the Brazoria Project are issued (the "Indenture"). Further, at a future date, the Oversight Committee will establish a maintenance and operational guideline for the corridor to be accepted by the respective parties.

(2) The County's maintenance obligation includes all routine maintenance, along with all capital maintenance and capital improvements, including, but not limited to:

(a) Bridge repair and rehabilitation

(b) Pavement repair and rehabilitation

(c) Concrete traffic barrier repair, replacement, and rehabilitation

(d) Sign/lighting/striping repair, replacement and rehabilitation

(e) Signal installation, repair, replacement, including coordination with cities, and

(f) Toll equipment repair and replacement.

(3) The County will be responsible for the promulgation and enforcement of safety and operational standards for the Brazoria Project, including the

determination, posting and enforcement of speed limits. The County will be responsible for all traffic management and safety operations on the Brazoria Project, to include:

(a) police services

(b) wrecker services

(c) incident response

(d) lane closure, and

(e) emergency evacuation coordination.

(4) By amendment to this Agreement, the County and TxDOT may agree for TxDOT to provide roadway maintenance services for the Brazoria Project for such compensation and upon such other terms and conditions as may be set forth in such amendment.

(5) The County will provide TxDOT a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic or revenues on the SH 288 Mainlanes and Frontage Roads or may impact traffic or revenues on the Harris Project, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, the County may perform that maintenance immediately, and shall notify TxDOT within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. The County shall use its best efforts to coordinate with TxDOT on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads and also to minimize disruption to traffic and revenues on the Harris Project, until all such maintenance activities are complete and the facility is fully operational.

(6) It is understood and agreed that the operation of the Brazoria Project may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, the County shall be responsible for repairing any damage to the Brazoria Project. The County will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the facility will be reinstated as soon as possible.

(7) The County will coordinate with the Office of the Governor of Texas regarding emergency declarations or waivers of tolls on the Brazoria Project during declared emergency evacuations. Any such toll waivers during declared emergencies shall be the responsibility of the County.

(8) The County shall operate and maintain the Brazoria Project so as to minimize impacts on the ongoing operation and maintenance of the on the Harris Project and on SH 288 Mainlanes and Frontage Roads, and to minimize impacts on the revenues from the Harris Project. In the event that TxDOT determines that the County's operation of the Brazoria Project materially interferes with or adversely affects the construction, maintenance, operation, and/or use of the SH 288 Mainlanes and Frontage Roads or the Harris Project, or adversely affects the revenues from the Harris Project, TxDOT will consult with the County, and such modifications or remedial actions acceptable in good faith to both parties for the continued operation of the Brazoria Project will be accomplished and shall be done at the sole expense of the County.

b. **Responsibilities of TxDOT**

(1) TxDOT will provide all routine and capital maintenance for all facilities and structures within the SH 288 Corridor, not including the Brazoria Project. TxDOT agrees to require the maintenance and operation of the Harris Project in accordance with relevant standards and acceptable procedures similar to those used on state facilities to include TxDOT's Maintenance Management Manual, Maintenance Operations Manual, and Roadside Vegetation Manual. Further, at a future date, the Oversight Committee will establish a maintenance and operational guideline for the corridor to be accepted by the respective parties. Notwithstanding the forgoing, TxDOT and the County agree that nothing in this Agreement shall require that the Harris Project be maintained or operated in a manner contrary to or inconsistent with the concession agreement which TxDOT intends to enter into with its project developer.

(2) TxDOT will provide the County with a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic or revenues on the Brazoria Project, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, TxDOT may perform that maintenance immediately, and shall notify the County within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. TxDOT shall use its best efforts to coordinate with the County on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, and also to minimize disruption to traffic and revenues on Brazoria Project, until all such maintenance activities are complete and the facility is fully operational.

(3) It is understood and agreed that the operation of the Harris Project and/or the SH 288 Mainlanes and Frontage Roads may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other

similar causes. In that event, TxDOT shall be responsible for repairing the damaged facility. TxDOT will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the facility or facilities will be reinstated as soon as possible.

(4) TxDOT will coordinate with the Office of the Governor of Texas regarding emergency declarations or waivers of tolls on the Harris Project during declared emergency evacuations. Any such toll waivers during declared emergencies shall be the responsibility of TxDOT.

(5) TxDOT will perform all state and federally required inspections for bridges and other structures on or along the Brazoria Project, but not including overhead toll gantries, tolling signs, and related structures and facilities, which shall be the responsibility of the County to inspect. The County agrees to provide to TxDOT access to the Brazoria Project as needed to conduct such inspections, and also to provide to TxDOT other information, materials, and assistance as needed to conduct such inspections.

(6) TxDOT shall operate and maintain the Harris Project so as to minimize impacts on the ongoing operation and maintenance of the Brazoria Project and to minimize impacts on the revenues from the Brazoria Project. In the event that the County determines that TxDOT's operation of the Harris Project materially interferes with or adversely affects the construction, maintenance, operation, and/or use of the Brazoria Project or adversely affects the revenues from the Brazoria Project, the County will consult with TxDOT, and such modifications or remedial actions acceptable in good faith to both parties for the continued operation of the Harris Project will be accomplished and shall be done at the sole expense of TxDOT.

9. Tolls and Tolling

a. Toll Equipment

(1) The County (either itself or through its contractor) will be responsible for the installation, oversight, testing, commissioning, maintenance, and operation of the toll collection and back-office systems for the Brazoria Project, including all associated hardware and software. The County will design and construct the toll equipment on the Brazoria Project so that it will be interoperable and will accommodate existing toll interoperability agreements between TxDOT and other local agencies including the Harris County Toll Road Authority, METRO, and the Fort Bend County Toll Road Authority.

(2) Should the County elect to have TxDOT provide, install, test and/or commission the toll collection and back-office systems required for the

Brazoria Project, a separate agreement between TxDOT and the County will be negotiated and executed for such services.

b. **Toll Information Signs and Exchange of Information**

(1) TxDOT and the County, including their respective toll collections and operations service providers, will cooperate with one another and establish and maintain interfaces between the Harris County Project toll systems (including the system of the developer's toll collections and operations service provider) and the County's toll system for the mutual exchange of current and historical toll rate information (including current and historical images of toll information signs) and information pertaining to a user's location and time of entry so that (i) toll information signs installed and operated by either party will display in real-time the proper toll rate amounts for users of either project, and (ii) TxDOT's developer (including the developer's toll collections and operations service provider) and the County will have the current and historical information necessary for transaction pricing and for resolving customer service issues.

(2) The toll information signs operated by either party shall change at the precise time that a change goes into effect (e.g., at the start of each half-hour period when in time-of-day mode, or as determined by the dynamic algorithm if in dynamic mode). However, the effectiveness of any increase in the toll for a toll segment shall be delayed by the minimum configurable period of time it takes, under the then-prevailing traffic conditions, for a user of either project to travel from the respective toll information sign to the toll gantry(ies), so that a user who enters the toll lane is never charged more than the toll amount indicated on the toll information sign immediately before the user entered, regardless of a change that would otherwise take effect while the user is en route to the toll gantry(ies).

(3) Each party will permit the other to install toll information signs on structures located in the other party's project as necessary to provide toll information to users going from one party's project to the other party's project. Any such toll information signs shall be designed, constructed, maintained, and operated by the party whose toll information will be reflected on the sign, and the other party grants a license as needed to permit the installation, maintenance and operation of such signs. The signs shall, at the option of the party on whose project the signs are being installed, be installed on structures to be constructed by that party, or be installed on new structures built by the party requesting the signs. The party wishing to install such signs shall provide to the other party all such design and other technical information as needed in a timely fashion to allow for the construction, installation, operation, and maintenance of such signs and related structures. The cost of all design, construction, installation, maintenance, and operation of the signs, including any new

structures necessary for the signs, shall be borne by the party requesting the signs.

c. **Toll Rates and Policy**

(1) The following toll provisions shall apply to the Harris Project.

(a) The minimum toll rate per mile shall be $0.06 per mile. The minimum toll charged per toll segment that is not a direct connector shall be the greater of (i) $0.35 per toll segment or (ii) the minimum toll rate per mile ($0.06 per mile) multiplied by the actual length (in miles) of the toll segment. The minimum toll charged per toll segment that is a direct connector shall be $0.35. The foregoing amounts ($0.06 and $0.35) are expressed in 2012 dollars and shall be escalated annually thereafter on January 1 of each calendar year by the greater of 2% or the annual percentage increase in the Consumer Price Index, All Urban Wage Earners and Clerical Workers (CPI-W), All City Average, All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics between October of the second immediately preceding year and October of the immediately preceding year.

(b) The base rate toll soft cap shall equal (i) $0.75 per mile for any toll segment that is not a direct connector or (ii) $1.50 per toll segment for any toll segment that is a direct connector. For this purpose, "base toll" refers to a two-axle vehicle; the base toll soft cap may be multiplied for vehicles with more axles. The foregoing amounts ($0.75 and $1.50) are expressed in 2012 dollars and shall be escalated annually thereafter on January 1 of each calendar year by the greater of 3% or the annual percentage increase in the Texas gross state product per capita (being equal to the Nominal Gross Domestic Product by State for the State of Texas, as published by the U.S. Department of Commerce, Bureau of Economic Analysis, divided by the most recently published annual estimate of the population for the State of Texas, as published by the U.S. Department of Commerce, Bureau of Economic Analysis) between the third immediately preceding year and the second immediately preceding year. The base toll soft cap for a toll segment shall equal the base toll rate soft cap multiplied by the actual length (in miles) of such toll segment, rounded to the nearest one-cent.

(c) The base toll charged per toll segment may exceed the base toll soft cap to the extent necessary to maintain average travel speeds of the slower of 45 miles per hour on the toll lanes and the speed equal to 15 MPH slower than the posted speed limit (in the case of the Harris Project, as provided in Exhibit 10 to the Comprehensive Development Agreement for the Harris Project). The parties acknowledge that the Corridor Tolling Policy for SH 288 adopted by the committee convened pursuant to Section 228.013 of the Texas Transportation Code (the "1420 Committee") requires the use of time of day pricing for the Harris Project. If such Corridor Tolling Policy is amended so as to permit Dynamic Mode and Dynamic Mode is otherwise permitted by applicable law, or if applicable law is amended so as to otherwise permit Dynamic Mode notwithstanding the Corridor Tolling Policy, then TxDOT may implement Dynamic Mode with respect to the Harris Project. Before implementing Dynamic Mode, TxDOT shall consult and coordinate with County, but County does not have the unilateral authority to prevent the use of Dynamic Mode, so long as the requirements of this subsection are otherwise met. The County is currently opposed to Dynamic Mode and may continue to oppose Dynamic Mode in communications with the 1420 Committee and in connection with any

potential change in law. Any such increase shall be determined using demand factors that are established to align the toll charge to user demand.

(d) To assist with Brazoria County budgeting purposes, TxDOT shall provide by April 1st of each year (for the next year of operations for the Harris Project) the projected minimum toll rate and the projected base rate soft cap for each segment and direct connector using the escalation rates provided in Sections 9c.1.a and 9.c.1.b above.

(2) The following toll provisions apply to the Brazoria Project.

County intends to set its toll rates based upon transportation studies and financing requirements. County will fully cooperate with TxDOT and its Developer, through the Oversight Committee, to determine what rates are best for both parties, taking into consideration the traveling public's needs, maintaining an average speed of 45 miles per hour, and County's financial requirements.

d. **Toll Collection**

(1) The County will have the exclusive right at all times to enforce and collect tolls from the users of the toll lanes of the Brazoria Project, and to retain those toll revenues.

(2) The County will be responsible for providing and managing toll collection, violation processing and collection (including all necessary enforcement proceedings), revenue handling and accounting, and customer service with respect to the Brazoria Project.

If requested by the County, TxDOT will provide toll collections and operations for the Brazoria Project, subject to agreement by the parties on the price for those services.

10. Transfer of Brazoria Project to TxDOT; Handback Requirements

a. Section 284.008(c), Transportation Code, provides that a project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the issuer of the bonds (or another person with the consent or approval of the issuer); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the issuer (or another person with the consent or approval of the issuer) in a trust fund held for the benefit of the bondholders. At the time the Brazoria Project becomes part of the state highway system pursuant to Section 284.008(c) of the Code, Brazoria County and BCTRA agree to convey to TxDOT all of their right, title, and interest in the Brazoria Project pursuant to a deed without warranty of title.

b. Prior to and in connection with the transfer of the Brazoria Project to TxDOT in accordance with Section 284.008(c), Transportation Code, Brazoria County and BCTRA agree to comply with the handback requirements as contained in Exhibit B.

11. Default

Default shall occur only in the event either party fails to comply to its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within thirty (30) days from and after date of receipt of notice of default; provided that if the default is of such a nature that the cure cannot with diligence be completed within such time period, and the defaulting party has commenced meaningful steps to cure promptly after receiving the notice of default, the defaulting party shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure. In the event of failure to cure such default within the time periods provided in this section, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

12. Termination

a. This Agreement may be terminated upon the occurrence of any of the following conditions:

(1) by written, mutual agreement and consent of the parties hereto;

(2) by either party hereto, upon the default of the other party, according to the process set forth above;

(3) by the County, in the event available funding is not sufficient to construct the Brazoria Project based on bids received from prospective contractors or in the event that cost of requirements for environmental mitigation, remediation or compliance are in excess of funding available to the County for the Brazoria Project and no additional funding can be secured;

(4) by written notice of termination from TxDOT to the County, in the event that (i) TxDOT acquires the right, pursuant to Section 228.011 of the Code (or any similar or successor statutory provision governing the relative rights of TxDOT and local entities to develop toll projects), to enter into a contract for the financing, construction, or operation of the Brazoria Project; or (ii) the Brazoria Project becomes part of the State Highway System pursuant to 284.008(c) of the Code; or

(5) by written notice of termination from TxDOT to the County, in the event that the County at any time cancels or abandons the Brazoria Project.

b. Notwithstanding anything to the contrary herein, the County shall maintain, and shall have the right to operate toll facilities and collect toll revenue on the Brazoria Project, so long as the bonds or other obligations secured by toll revenue from the Brazoria Project remain outstanding.

13. Miscellaneous

a. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

To the County at:
L.M. "Matt" Sebesta, Jr., P.E.
Brazoria County Judge
111 E. Locust, Suite 102A
Angleton, TX 77515
matts@brazoria-county.com

With a copy to:
Matt Hanks, J.D., P.E.
Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, TX 77515
matth@brazoria-county.com

To TxDOT at:

Texas Department of Transportation
Project Finance, Debt and Strategic Contracts Division
125 E. 11th Street
Austin, TX 78701
Attn: Benjamin Asher
Email: Benjamin.Asher@txdot.gov

with a copy to:

Texas Department of Transportation
Strategic Projects Office
Houston District
P.O. Box 1386
Houston, TX 77251
Attn: Varuna Singh
Email: Varuna.Singh@txdot.gov

b. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such provision shall, to the fullest extent permitted by law, be reformed to effectuate the intention of the parties expressed in such provision. To the extent that it cannot be so reformed, that invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

c. **Insurance.** To the extent that this Agreement authorizes the County or its contractor to perform any work on TxDOT right of way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on TxDOT right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on TxDOT right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

d. **Hold Harmless.** To the extent permitted by law, each party shall save harmless the other party and its officers, employees, and consultants from all claims and liability due to the materials or activities of the first party, its agents, or employees, performed under this Agreement that are caused by or result from error, omission, or negligent act of the first party or of any person employed by the first party.

e. **Audit.** The state auditor, at its expense, may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The results of any such audit shall be provided to the County.

f. **Lobbying Certification.** In executing this Agreement, each signatory certifies that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuing, 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 federal contracts, grants, loans, or cooperative agreements, the signatory for that party shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The parties shall require that the language of this certification be included

in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) By executing this Agreement, the parties affirm this lobbying certification with respect to the Harris Project and the Brazoria Project, respectively, and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

(5) Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

g. **Force Majeure.** Each party shall be excused from any delay in or failure of its performance hereunder, which are caused by the following:

(1) aircraft or railroad-train incident;

(2) acts of God, such as earthquake, tidal wave, tornado, hurricane, flood, or other cataclysmic phenomena;

(3) terrorism;

(4) war or other national emergency; or

(5) events or occurrences beyond the reasonable control of that party.

h. **Amendments.** Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the County and TxDOT.

i. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the County. TxDOT is permitted, without the consent of the County, to assign its interests in this Agreement to a successor agency or entity, which successor agency or entity exercises essentially the same rights and powers as are currently exercised by TxDOT. Other than as provided in the preceding sentence or otherwise in this Agreement, neither TxDOT nor the County shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law. Notwithstanding the preceding, TxDOT shall provide written notice of any assignment to the County.

j. **Relationship of the Parties.** Except for the limited purposes expressly stated herein, nothing in this Agreement shall be deemed or construed by the parties, or by any third

party, as creating the relationship of principal and agent between TxDOT, Brazoria County, and/or BCTRA. Further, nothing in this Agreement, or the performance thereof by the parties, shall constitute a joint enterprise or partnership between TxDOT, Brazoria County, and/or BCTRA.

TxDOT agrees to directly undertake all its obligations under this Agreement or to cause such obligations to be undertaken by its developer for the Harris Project or another third party as TxDOT may reasonably determine. The County agrees to directly undertake all its obligations under this Agreement or to cause such obligations to be undertaken by its contractor for the Brazoria Project or another third party as County may reasonably determine.

k. **Representations and Warranties.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been duly authorized by all necessary action of that party; and that each signatory on behalf of that party is fully authorized to bind that entity to the terms of this Agreement.

l. **Limitations.** All covenants and obligations of TxDOT and the County under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the County shall have any personal obligations or liability hereunder.

m. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the County and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the County, relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the County, or giving any benefits, rights, remedies, or claims to any other public or private person, firm, corporation or other entity.

n. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

TEXAS DEPARTMENT OF
TRANSPORTATION

By: James M Bass
Its: Executive Director

Date: 3/7/17

BRAZORIA COUNTY, TEXAS

By: _____
L.M. (MATT) SEBESTA, JR.
County Judge

Date: 1/9/17

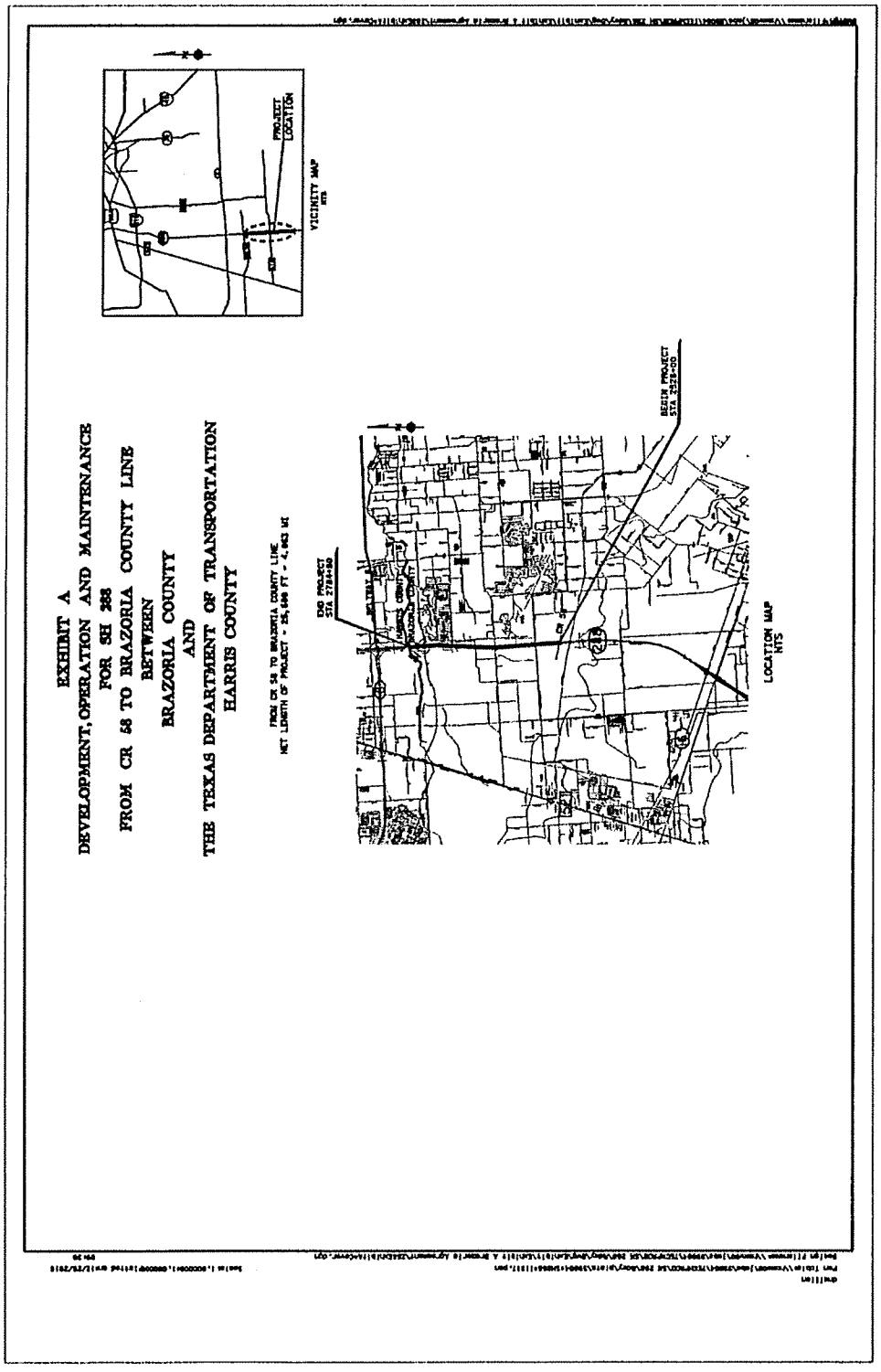
BRAZORIA COUNTY TOLL ROAD AUTHORITY

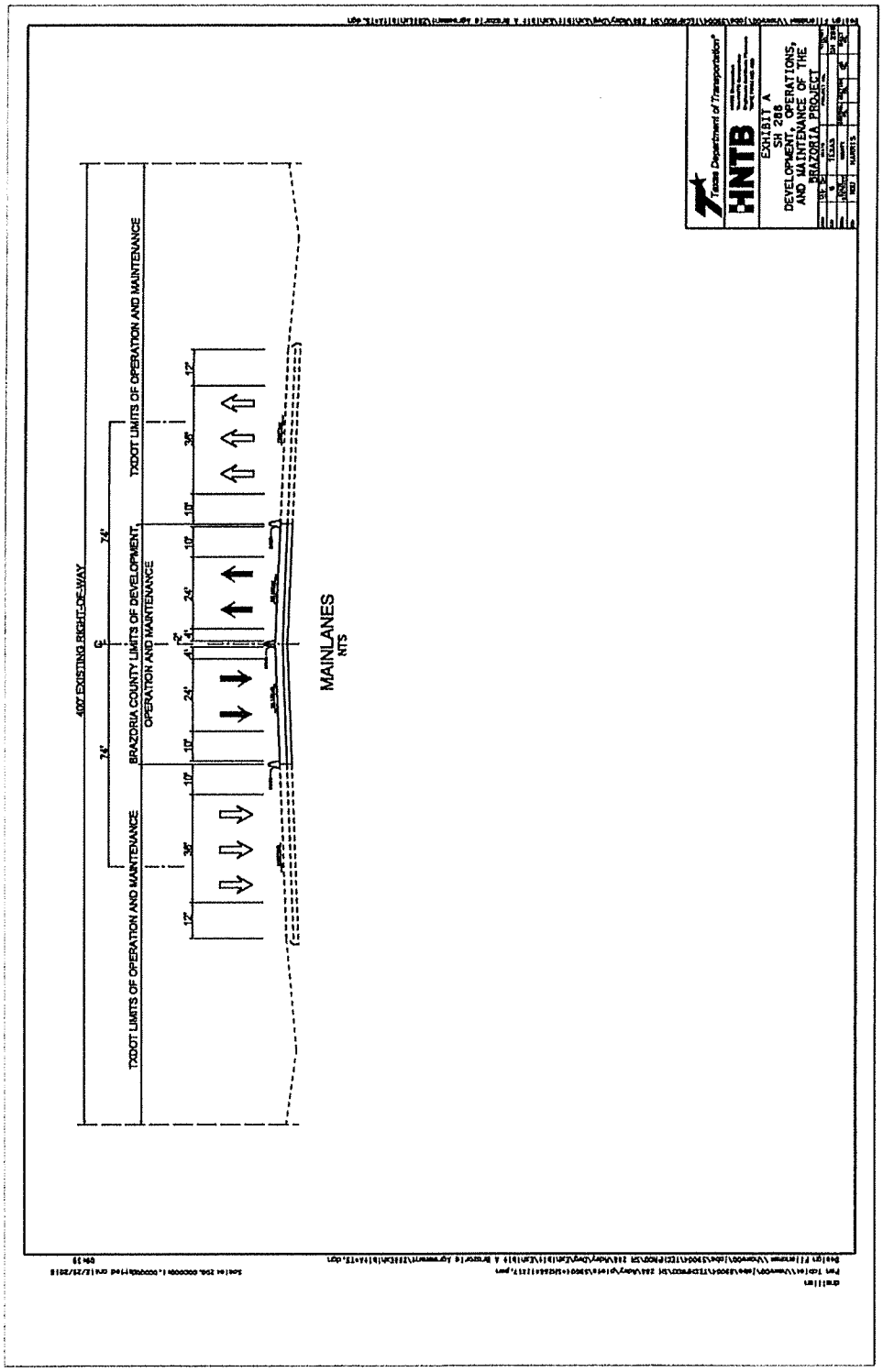
By: _____
GARY IDOUX
Chairman

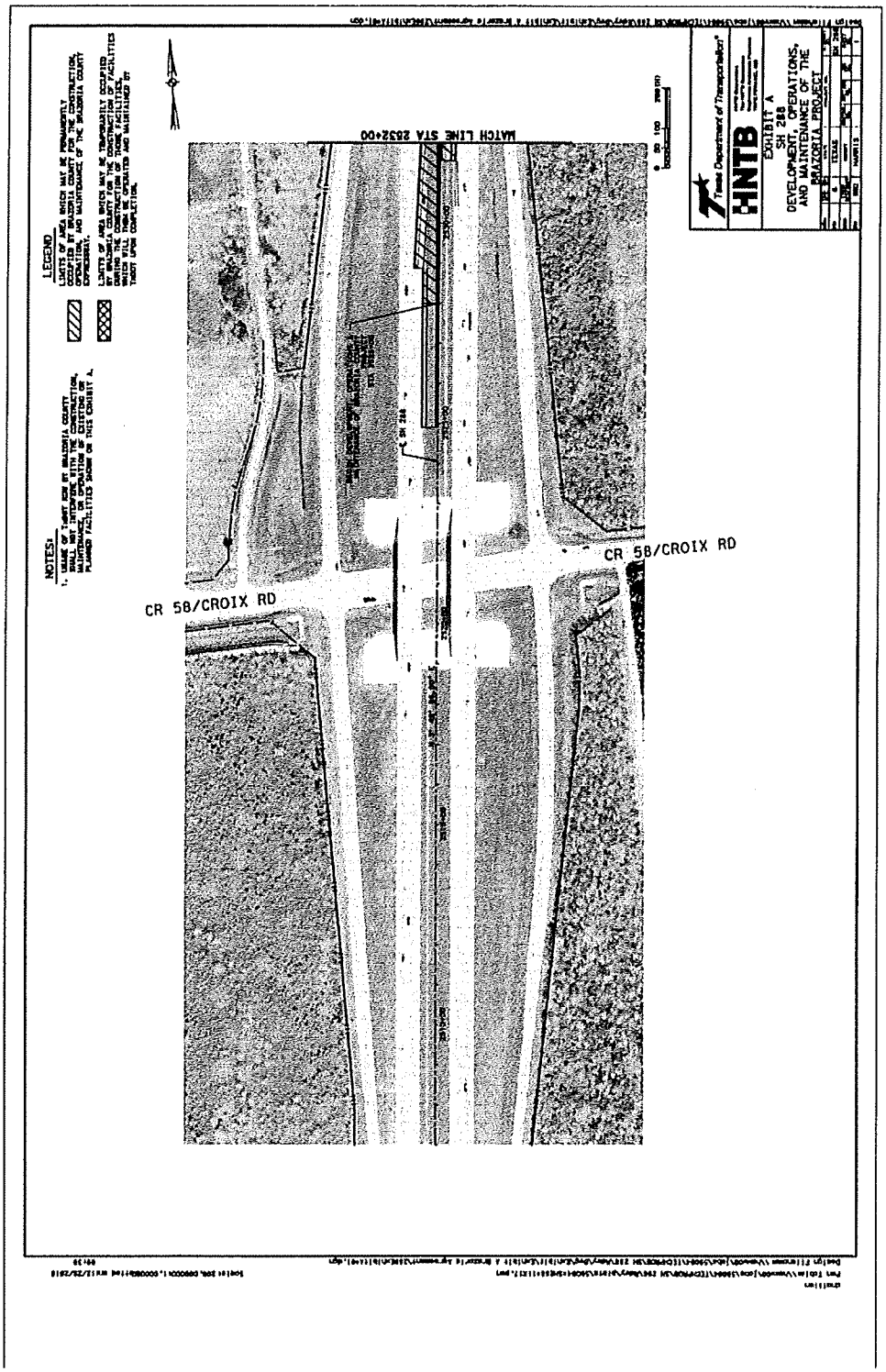
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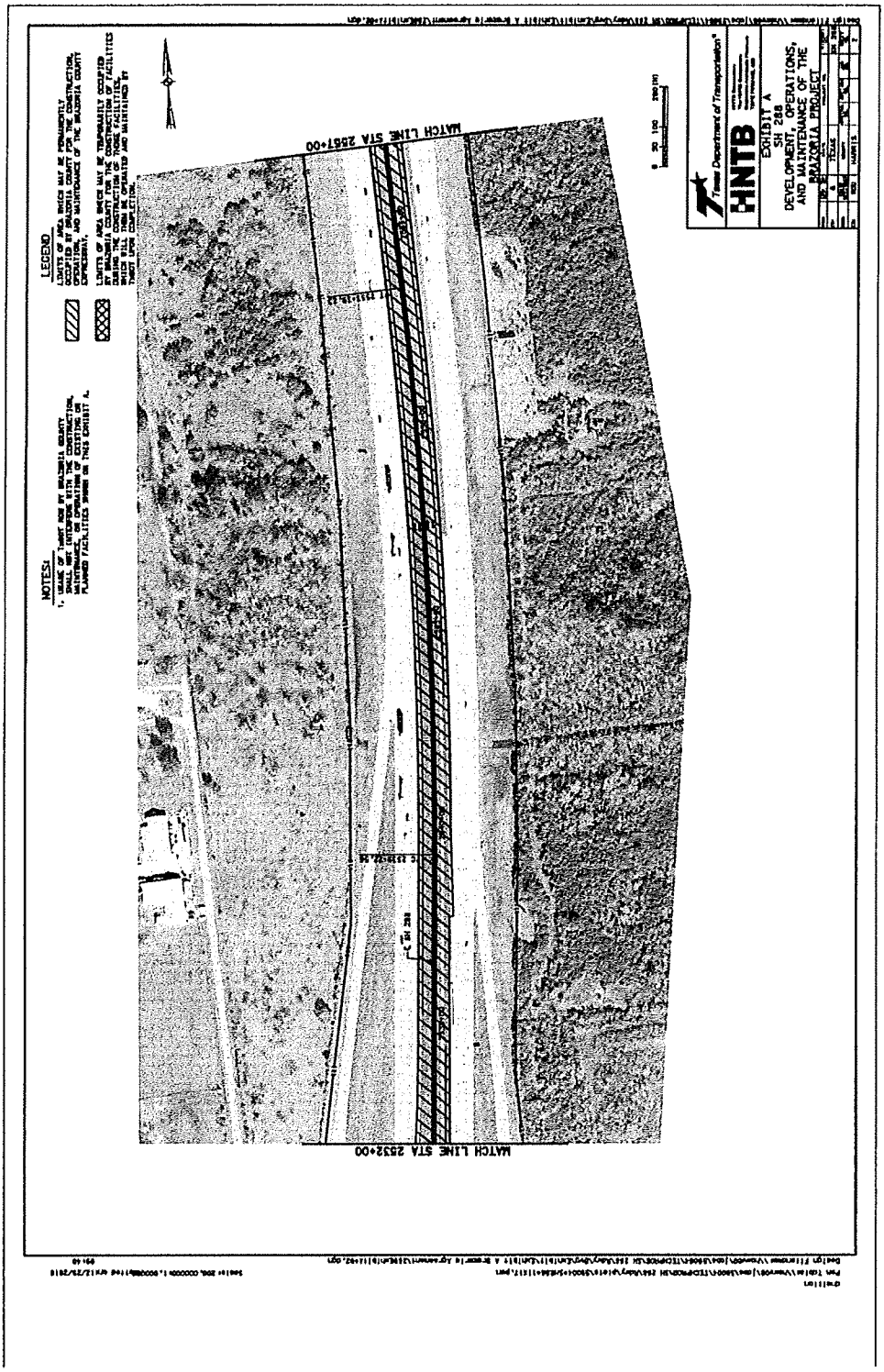
EXHIBIT A

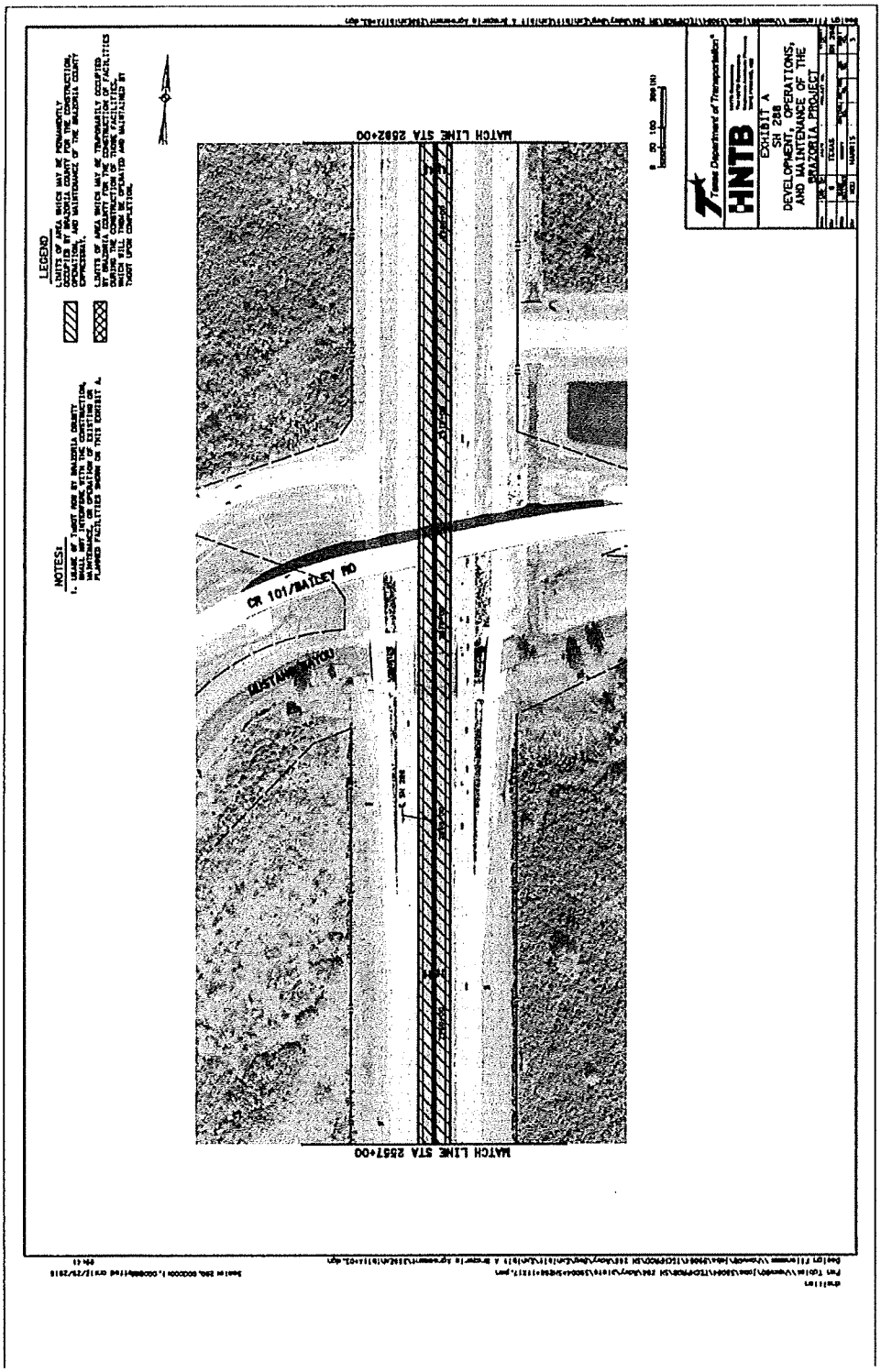
MAP OF BRAZORIA PROJECT SHOWING STATE OWNED ROW

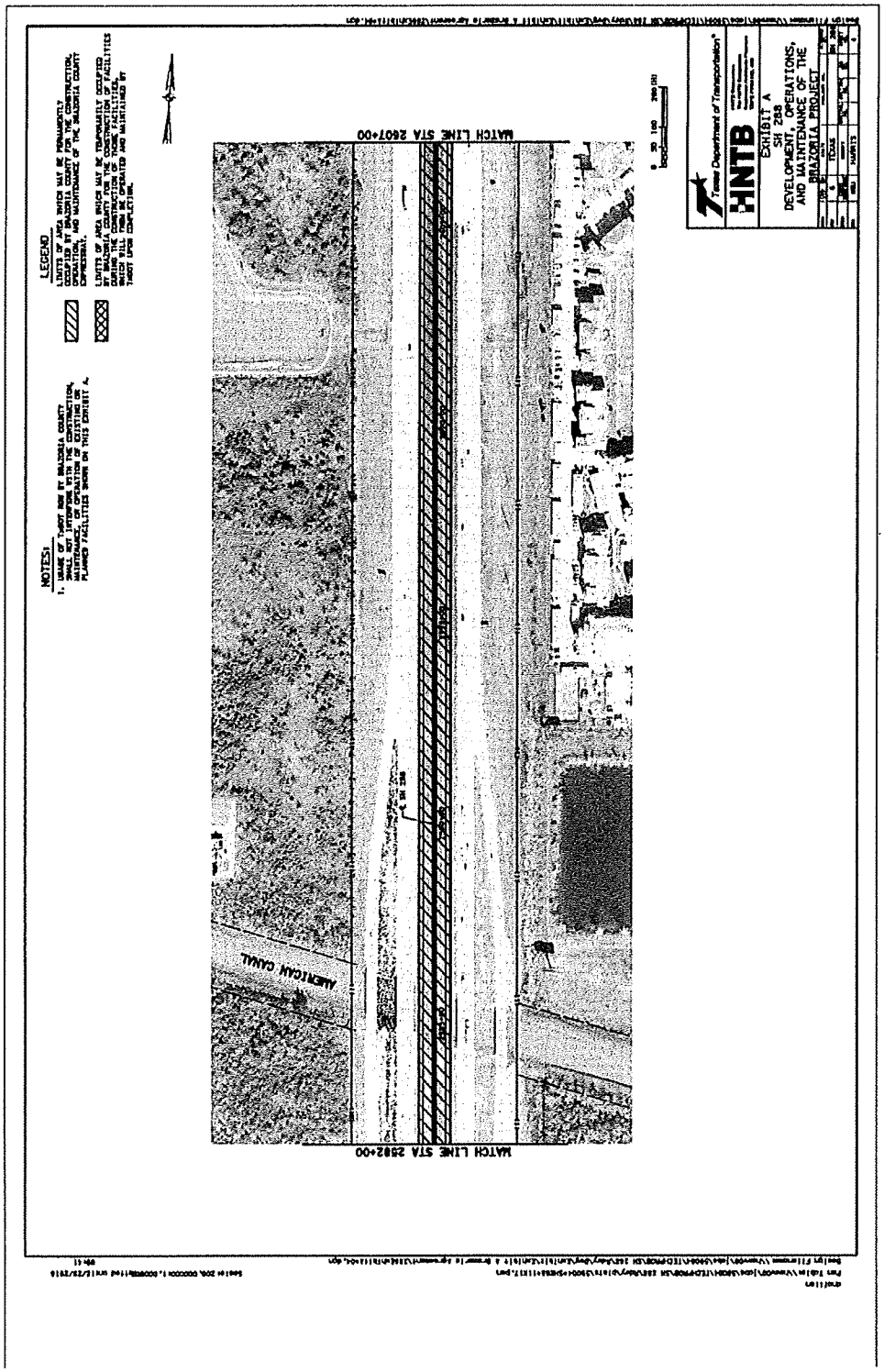

EXHIBIT A
DEVELOPMENT, OPERATION AND MAINTENANCE
FOR SH 288
FROM CR 48 TO BRAZORIA COUNTY LINE
BETWEEN
BRAZORIA COUNTY
AND
THE TEXAS DEPARTMENT OF TRANSPORTATION
HARRIS COUNTY
FROM CR 48 TO BRAZORIA COUNTY LINE
NET LENGTH OF PROJECT = 25,646 FT = 4.963 MI
VICINITY MAP
NTS
PROJECT LOCATION
END PROJECT
STA 2784+80
BEGIN PROJECT
STA 2529+00
LOCATION MAP
NTS

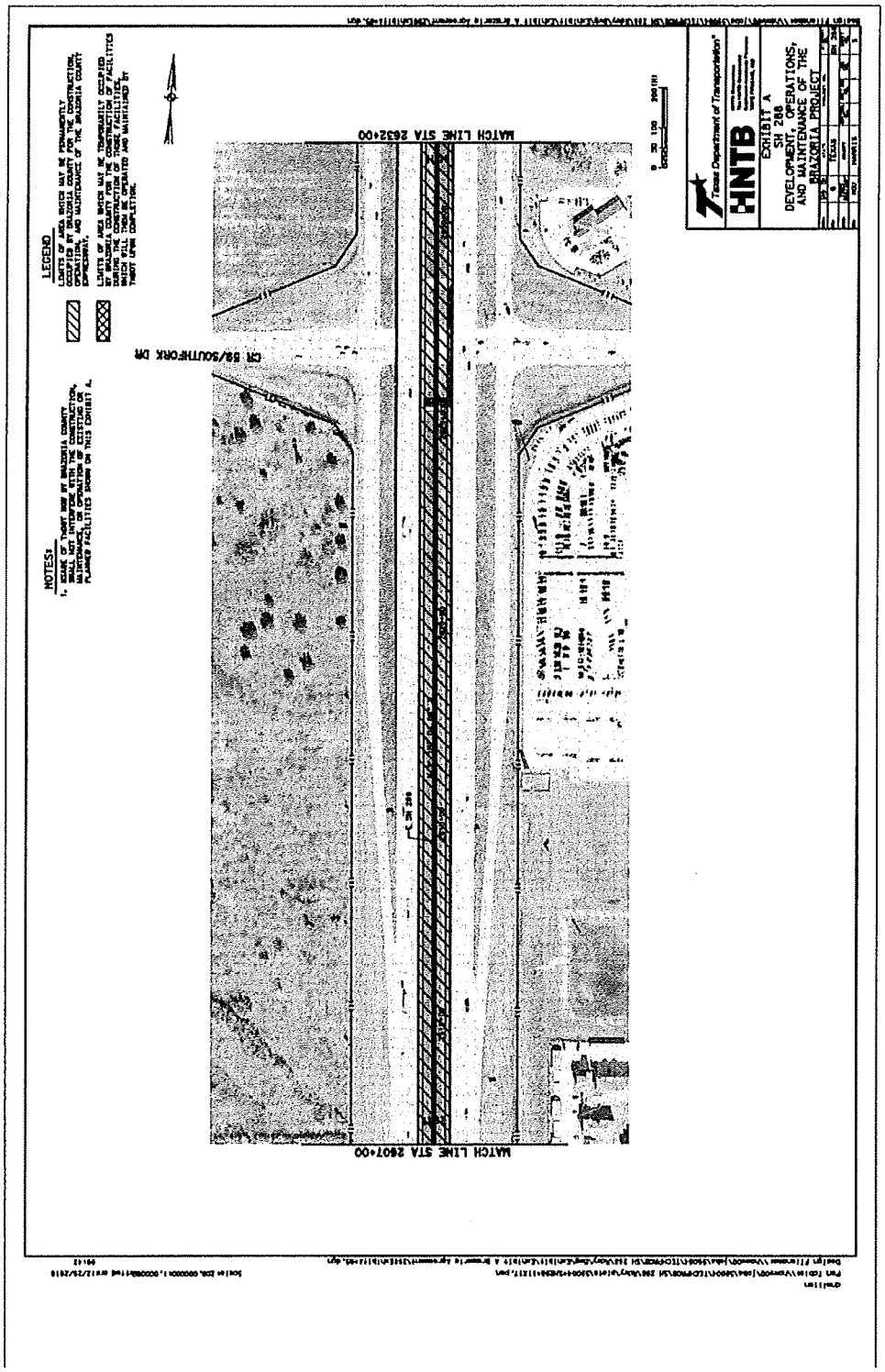

Texas Department of Transportation
HNTB
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
TEXAS
BRAZORIA
MAINLANES
NTS
400' EXISTING RIGHT-OF-WAY
TXDOT LIMITS OF OPERATION AND MAINTENANCE
BRAZORIA COUNTY LIMITS OF DEVELOPMENT, OPERATION AND MAINTENANCE
TXDOT LIMITS OF OPERATION AND MAINTENANCE
74'
74'
12'
38'
10'
10'
24'
2'
24'
10'
10'
38'
12'

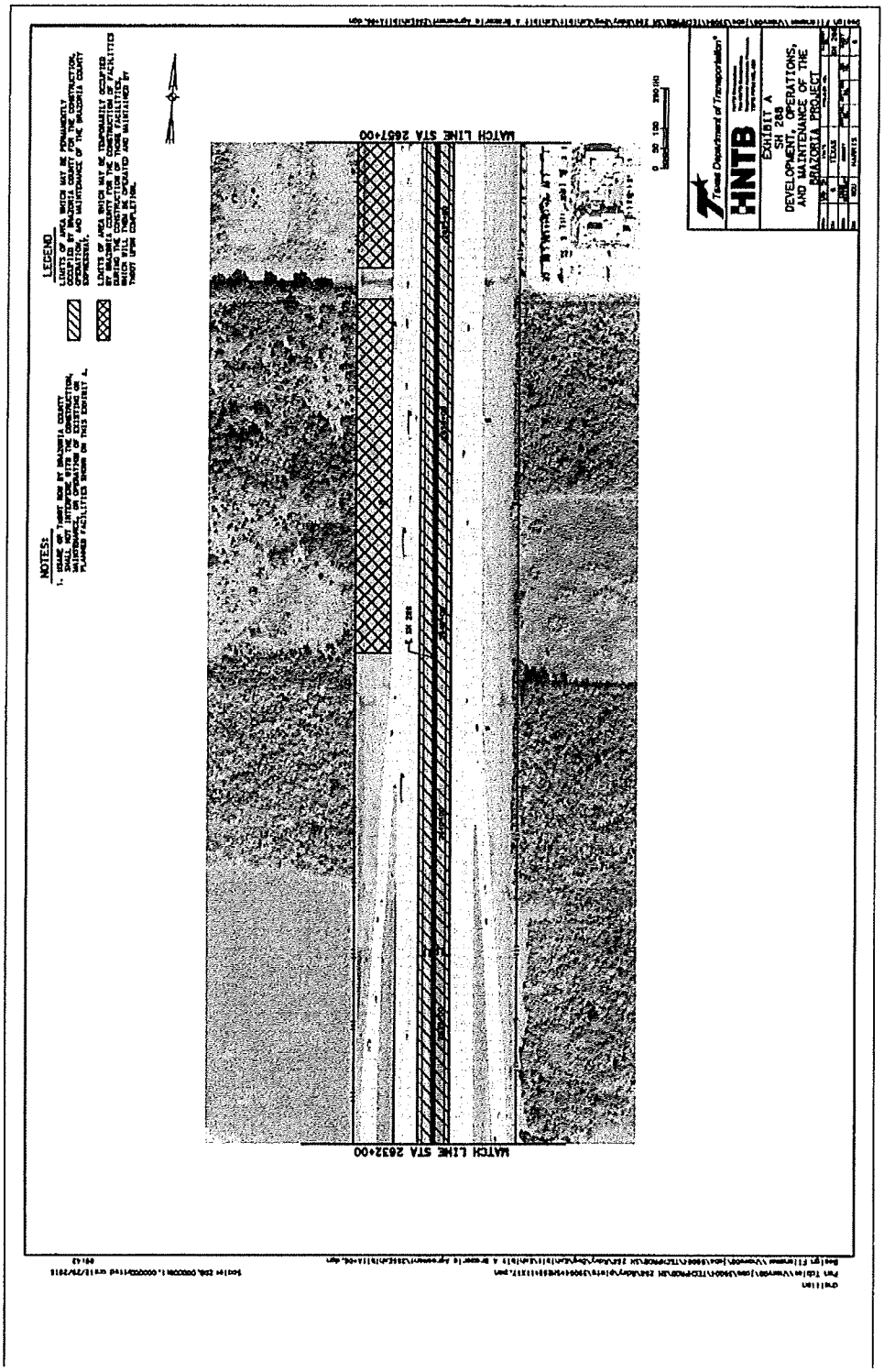

MATCH LINE STA 2532+00
CR 58/CROIX RD
CR 58/CROIX RD
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation
LEGEND
NOTES:

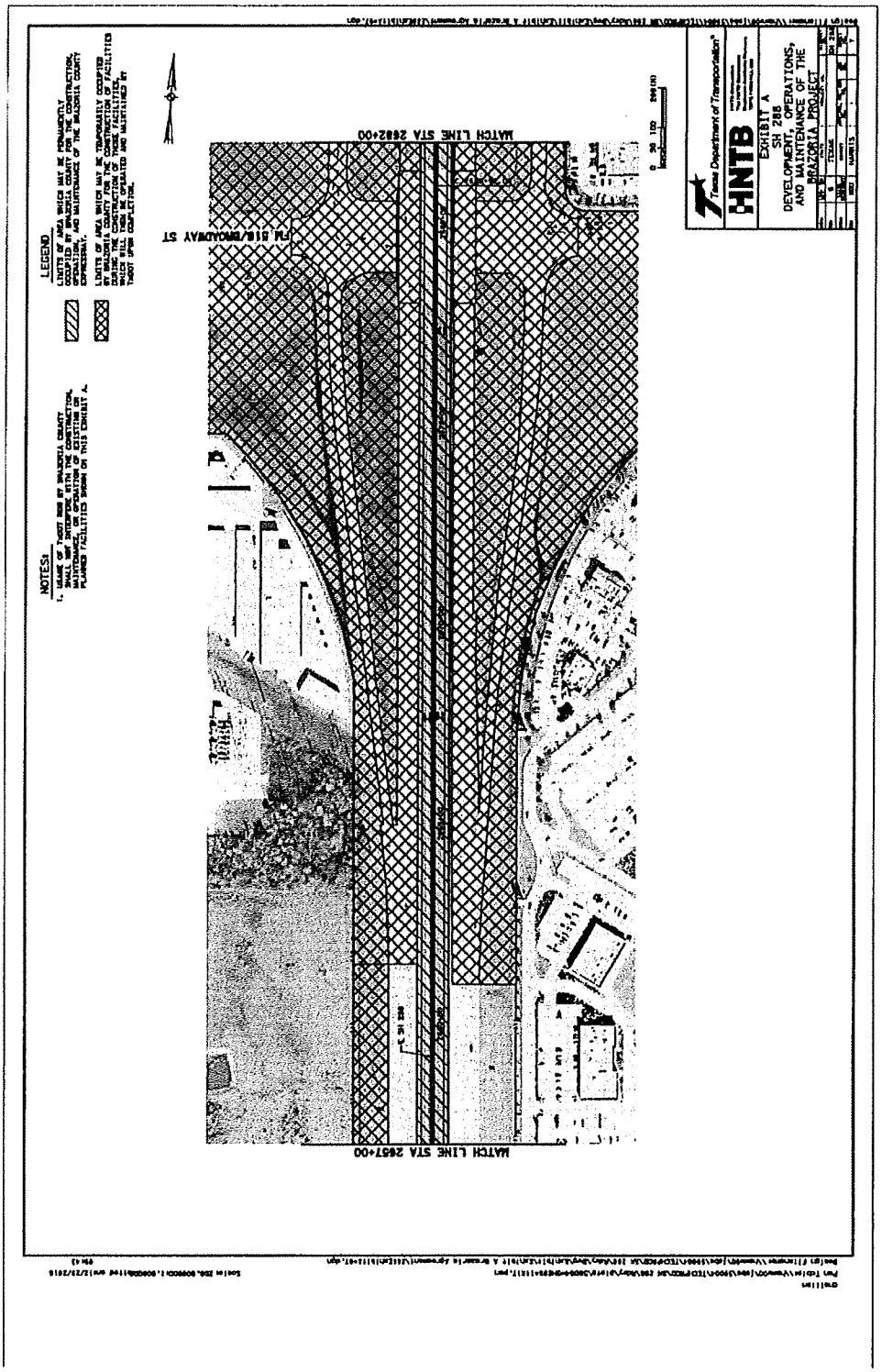

EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation
LEGEND
NOTES:
MATCH LINE STA 2532+00
MATCH LINE STA 2587+00

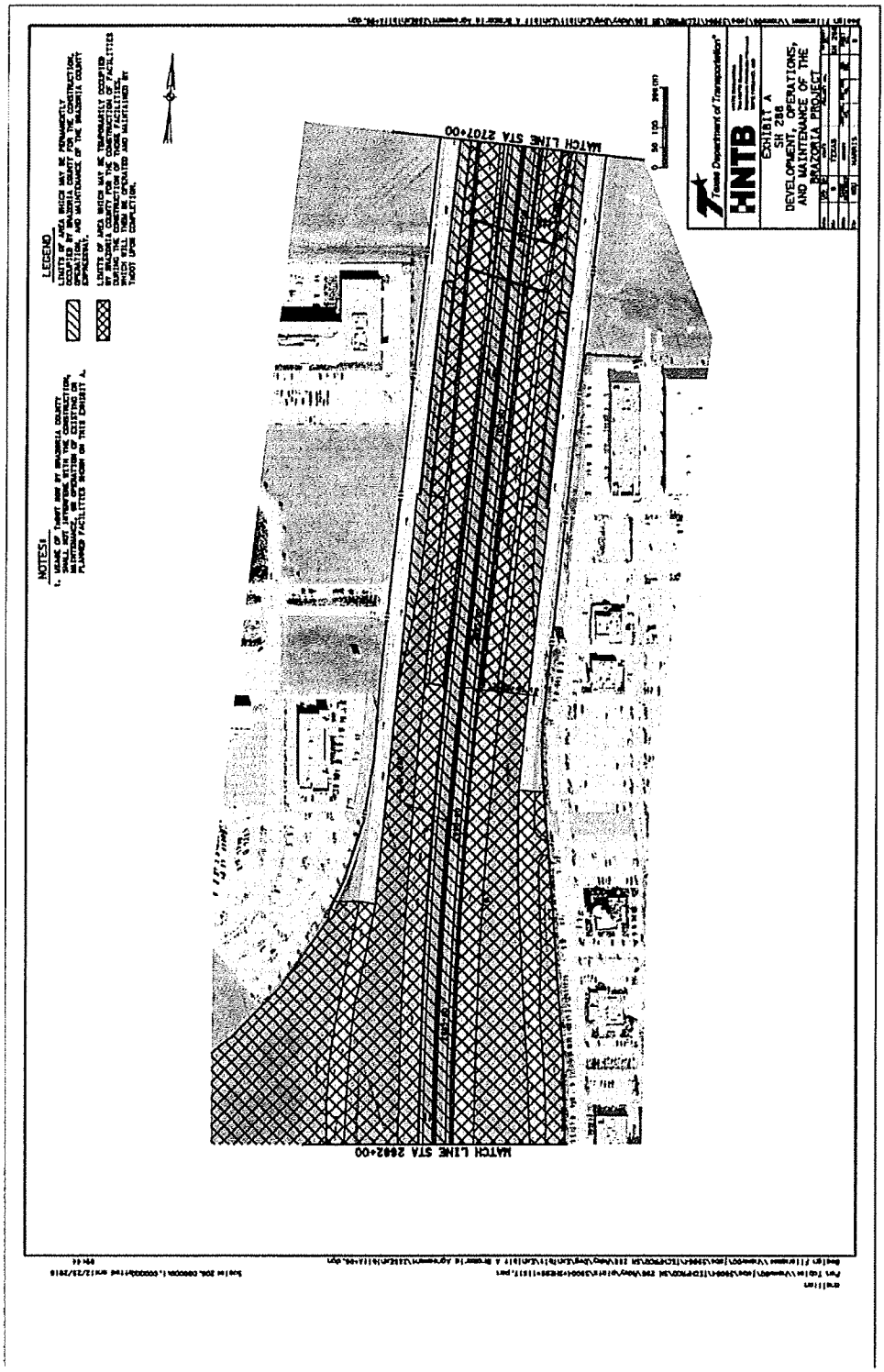

EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation
LEGEND
NOTES:
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MATCH LINE STA 2557+00
CR 101/BAILEY RD

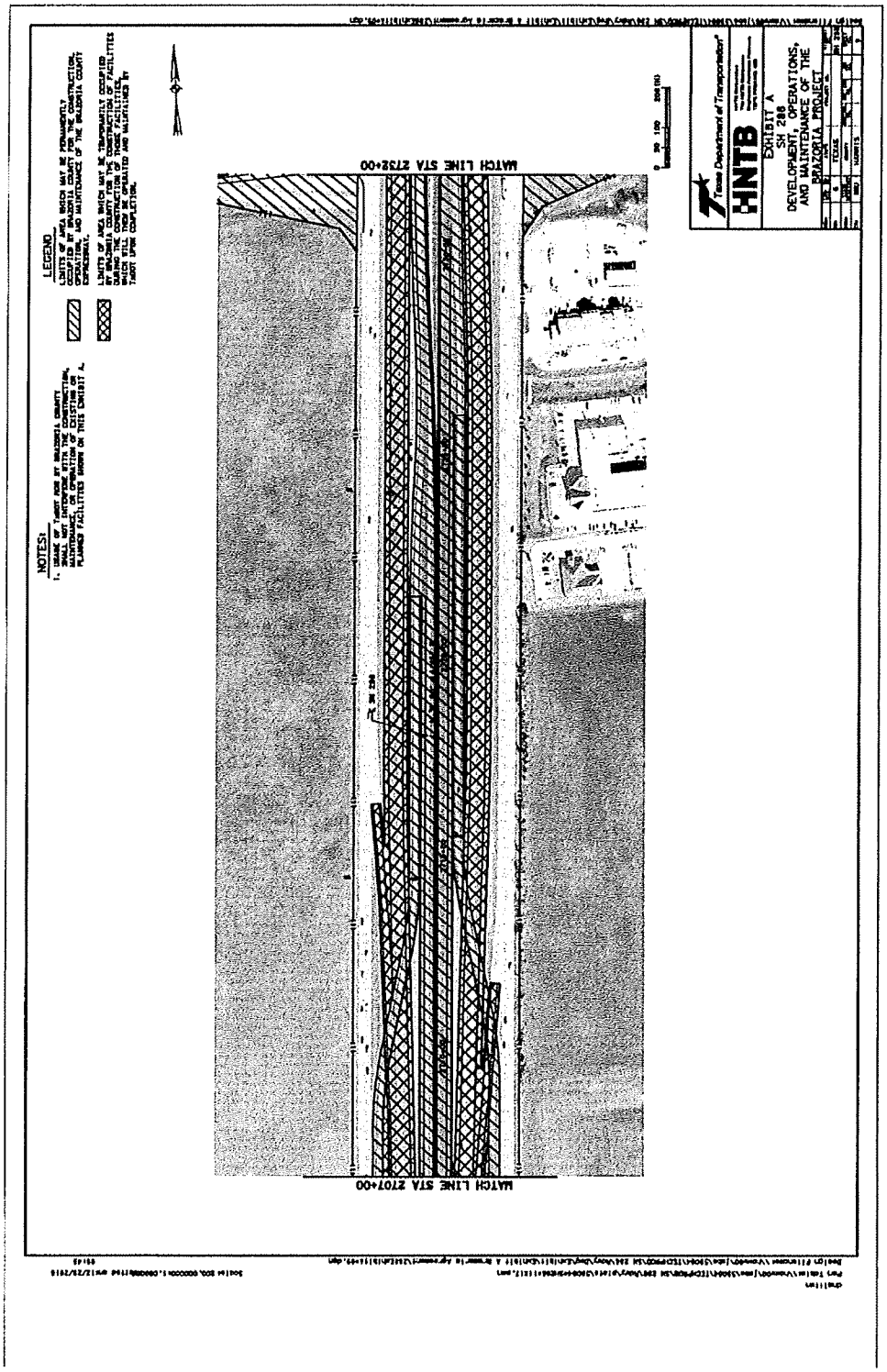

NOTES:
LEGEND
MATCH LINE STA 2582+00
MATCH LINE STA 2607+00
AMERICAN CANAL
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation

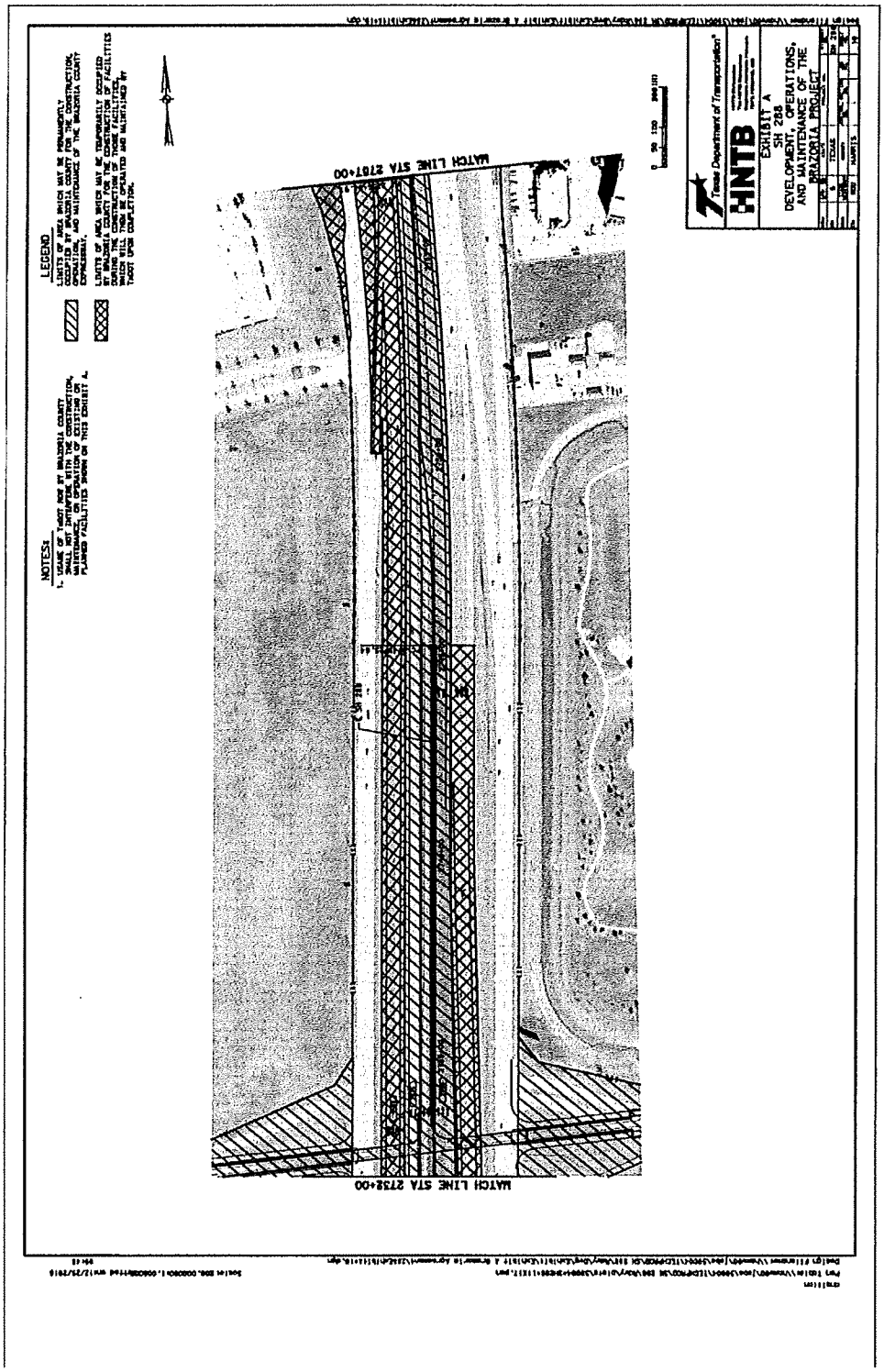

Texas Department of Transportation
HNTB
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
LEGEND
NOTES:
MATCH LINE STA 2632+00
MATCH LINE STA 2607+00
CR 58/SOUTHFORK DR

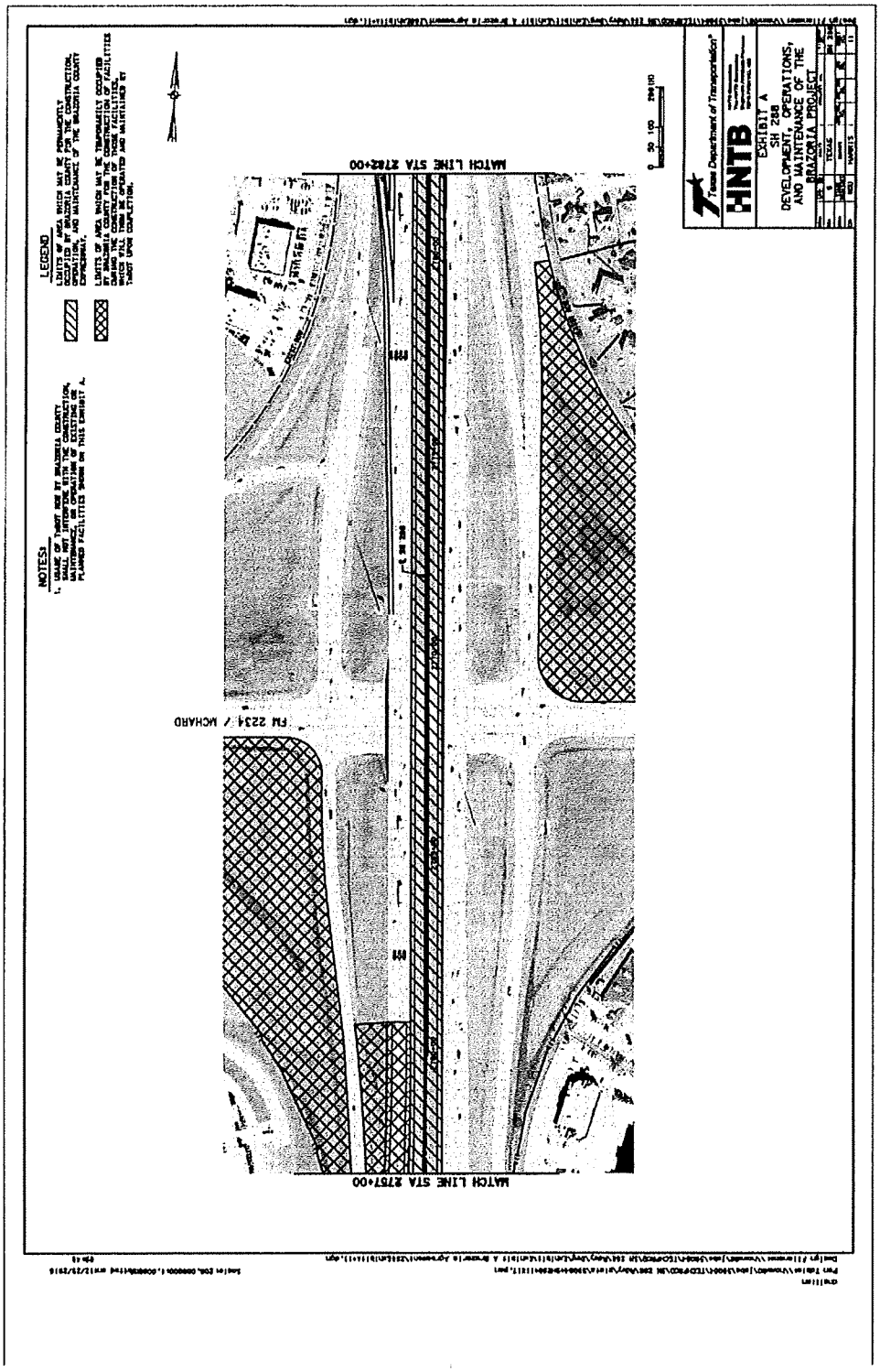

NOTES:
LEGEND
MATCH LINE STA 2657+00
MATCH LINE STA 2632+00
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation


EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation
LEGEND
NOTES:
MATCH LINE STA 2682+00
MATCH LINE STA 2657+00
FM 518/BROADWAY ST
SH 288


EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE
HNTB
Texas Department of Transportation
LEGEND
NOTES:
MATCH LINE STA 2102+00
MATCH LINE STA 2082+00


NOTES:
LEGEND
MATCH LINE STA 2732+00
MATCH LINE STA 2707+00
Texas Department of Transportation
HNTB
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT


Texas Department of Transportation
HNTB
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS,
AND MAINTENANCE OF THE
BRAZORIA PROJECT
LEGEND
NOTES:
MATCH LINE STA 2707+00
MATCH LINE STA 2732+00


Texas Department of Transportation
HNTB
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
LEGEND
NOTES:
MATCH LINE STA 2782+00
MATCH LINE STA 2757+00
FM 2234 / MCHARD

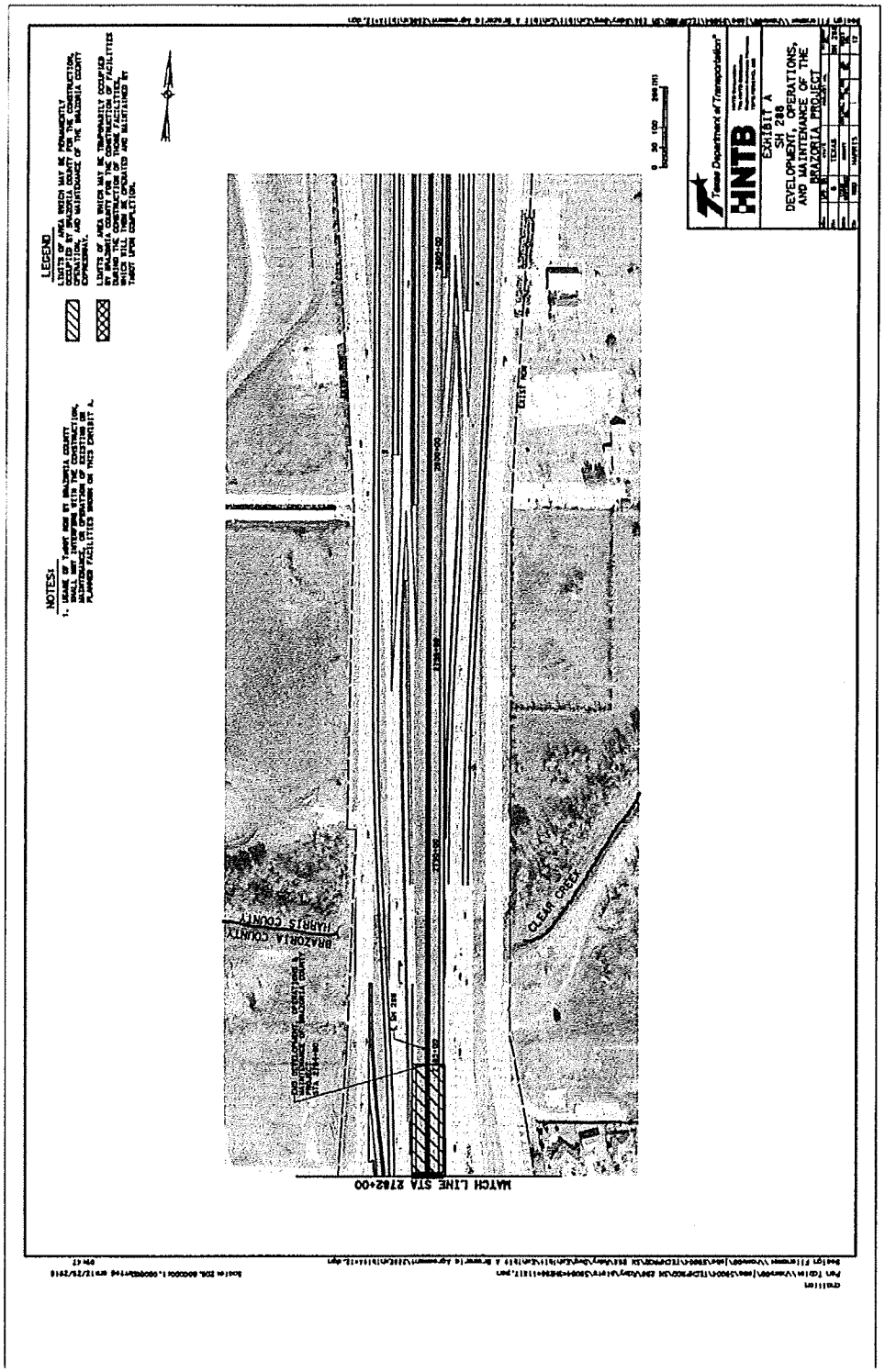

NOTES:
LEGEND
EXHIBIT A
SH 288
DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF THE BRAZORIA PROJECT
HNTB
Texas Department of Transportation
BRAZORIA COUNTY
HARRIS COUNTY
CLEAR CREEK
MATCH LINE STA 2782+00

EXHIBIT B

HANDBACK REQUIREMENTS

HANDBACK REQUIREMENTS

1. Handback Requirements

The County must prepare a Handback Plan that contains the methodologies and activities to be undertaken or employed to meet the requirements of TxDOT at the time the County transfers the Brazoria Project to TxDOT ("Handback" or the "Handback Date") pursuant to Section 10 of the Agreement. County must submit the Handback Plan, including a Residual Life Methodology Plan, to TxDOT for review at least 48 months before the anticipated Handback Date. The Parties will resolve comments to allow TxDOT approval of the Residual Life Methodology Plan at least 36 months before the anticipated Handback Date. The Residual Life Methodology Plan must include all elements that are part of the Brazoria Project, including entrance and exit ramps and associated structures (collectively, the "Elements"). The County is responsible for performing, at its expense, all work necessary so that the Brazoria Project meets the Residual Life Requirements specified in the Handback Plan on the Handback Date.

Table 1, Residual Life Requirements, defines the Residual Life at Handback which the Elements must have at Handback. For any Element in Table 1, where a Residual Life at Handback is specified, the Residual Life at Handback must be equal to or greater than the period set forth. The time period of the Required Final Residual Life as noted in Table 1 begins at Handback Date. For any Element of the Brazoria Project for which a Residual Life at Handback is not specified in Table 1, the Residual Life at Handback for the Element must equal the documented serviceable life of the Element or five (5) years, whichever is less.

2. Residual Life Inspections

(a) Once the County determines and notifies TxDOT of the intent to transfer the facility to TxDOT, the County will perform Residual Life Inspections within the Brazoria Project. The Residual Life Inspections will include all Elements within the Brazoria Project regardless of whether the County has undertaken Renewal Work for a particular Element in the period prior to any Residual Life Inspection. The County will prepare and submit to TxDOT a plan for conducting three (3) Residual Life Inspections over the course of 36 months prior to the Handback Date. TxDOT must be given the opportunity to witness any of the inspections and/or tests. The County must deliver to TxDOT, within ten (10) calendar days after it is created, the output data arising from any testing and any interpretation thereof made by the testers. Within thirty (30) days following performance of each Residual Life Inspection, the County must submit to TxDOT the findings of the inspection, Residual Life test results and Residual Life calculations. County must perform Residual Life Inspections and testing with appropriate coverage such that the results are representative of the whole Brazoria Project as described in Table 1.

(b) The Residual Life Methodology Plan must contain the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback for all Elements of the Brazoria Project. The scope of any Residual Life testing must be included, together with a list of all independent Residual Life testing organizations, proposed by the County.

(c) TxDOT's written approval of the Residual Life Methodology Plan, including the scope and schedule of inspections, is required before commencement of Residual Life Inspections.

(d) County must perform all Work necessary to meet or exceed the Residual Life requirements contained in Table 1 by the time of Handback of the Brazoria Project to TxDOT.

(e) At the point of Handback, the County must certify in writing to TxDOT that all physical Elements of the Brazoria Project meet or exceed their respective Residual Life requirements.

(f) Between thirty-six (36) and thirty-three (33) months prior to the Handback Date, the County must perform the first Residual Life Inspection (the First Inspection), including all Elements set forth in Table 1. Within thirty (30) calendar days following performance of the First Inspection, the County must submit to TxDOT the First Inspection Report which must contain the findings of the inspection, including Residual Life test results, the report of the independent testing organization(s), and County calculation of the Residual Life at Handback for all Elements.

(g) Between twenty-one (21) and eighteen (18) months prior to the Handback Date, the County must perform the second Residual Life Inspection (the Second Inspection) including all Elements within the Brazoria Project, regardless of whether the County has undertaken Renewal Work for a particular Element in the period since the First Inspection. Within thirty (30) calendar days following performance of the Second Inspection, County must submit the Second Inspection Report to TxDOT, which must contain the findings of the inspection.

(h) Between twelve (12) and six (6) months before the Handback date, the County must perform a final Residual Life Inspection (the Final Inspection) including all Elements within the Brazoria Project, regardless of whether the County has undertaken Renewal Work for a particular Element in the period since the First Inspection. Within thirty (30) calendar days following performance of the Final Inspection, the County must submit the Final Inspection Report to TxDOT, which must contain the findings of the inspection.

Table 1 Residual Life Requirements

for Brazoria Project

Element Category	Required Final Residual Life (yrs)	Element Category	Required Final Residual Life (yrs)	Element Category	Required Final Residual Life (yrs)
Structures		**Road Pavement**		**Ancillary**	
Reinforced concrete	50	Main lanes	10	Earthwork slopes	50
Pre-stressed concrete	50			Metal beam guard rail	10
Structural steelwork	50	Frontage/access roads	10	Concrete barrier	20
Weathering steel	50	Toll plaza approaches	10	Impact attenuators	*
Corrugated steel	20			Lighting columns	10
Corrosion protection for structural steelwork	10	High mast lighting	10	High mast lighting Overhead signs	10
Deck surfacing	10			Traffic signal housing and mountings	10
Deck joints	10			Fences	10
Bearings	30			Manhole covers, gratings, frames, and boxes	50
Railing	50	**Toll Collection and TM Facilities**	N/A	curbs and gutters	10
Sign/signal gantries	30			Lanterns (lamps/luminaires)	*
Retaining walls	25	**Drainage**		Roadside traffic signs	*
Noise Walls	25	Underground storm sewer systems	50	Pavement markings	*
Traffic signal poles	10	Culverts	50	Delineators	*
		Ditches	10		
		Inlets	50		

*See attached description of conditions at Handback

3. Description of Conditions at Handback

The County agrees that it will perform, at its expense, all work necessary so that the Brazoria Project meets the requirements shown below on the Handback Date.

3.1 Graffiti:

Graffiti is removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces.

3.2 Guardrails and Safety Barriers

All guardrails, safety barriers, concrete barriers, etc. are free of defects. They are appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs shall be carried out in accordance with the requirements of NCHRP 350 standards.

3.3 Impact attenuators

All impact attenuators are appropriately placed and correctly installed, and functional, free from structured defects.

3.4 Traffic, Toll, and Guide Signs

a. Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical defects.
b. Identification markers are provided, correctly located, visible, clean and legible.
c. Sign mounting posts are vertical and structurally sound.
d. All break-away sign mounts are clear of silt or other debris that could impede break-away features and shall have correct stub heights.
e. Obsolete and redundant signs are removed or replaced as appropriate.
f. Visibility distances meet the stated requirements.
g. Sign information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements.
h. All structures and elements of the signing system are free from debris and have clear access provided.
i. Dynamic message signs are in an operational condition.

3.4.1 General – Safety critical signs

Requirements as above, plus: "Stop," "Yield," "Do Not Enter," "One Way" and "Wrong Way" signs are clean, legible and undamaged.

3.5 Drainage

Pipes and Channels:

a. Each element of the drainage system is functioning by cleaning, clearing and/or emptying as appropriate from the point at which water drains from the travel way to the outfall or drainage way.
b. Drainage treatment devices: drainage treatment and balancing systems, flow and spillage control devices function correctly and their location and means of operation is recorded adequately to permit their correct operation in emergency.
c. Travel Way: The travel way is free from water to the extent that such water would represent a hazard by virtue of its position and depth.
d. Discharge systems: surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant legislation and permits.
e. Drainage pathways through and around concrete traffic barriers that are located between the

toll/managed lanes and general purpose lanes, are maintained in their proper function and clean to avoid ponding that impacts the travel way for the toll/managed lanes and the general purpose lanes.

3.6 Roadway Lighting - General

a. All lighting is free from defects and provides acceptable uniform lighting quality.
b. Lanterns are clean and correctly positioned.
c. Lighting units are free from accidental damage or vandalism.
d. Columns are upright, correctly founded, visually acceptable and structurally sound.
e. All obstruction lights are present and working (if required).
f. Compartment door is secure with all bolts in place.

3.7 Performance Requirements for Pavements

3.7.1 Pavement Condition Rating System

Unless stated otherwise, measurements shall be conducted using procedures, techniques, and measuring equipment consistent with a TxDOT approved Pavement Management Rating System.

Measurement:

Pavement Condition Score for 80% of Auditable Sections exceeding:

- Mainlanes and ramps – CRS = 7.5 - 100%

3.7.2 Pavement Ruts – Mainlanes, Shoulders & Ramps

Depth as measured using an automated device in compliance with TxDOT Standards. 10ft straight edge used to measure rut depth for localized areas.

Measurement:

Percentage of wheel path length with ruts greater than ¼" in depth in each Auditable Section:

- Mainlanes, shoulders and ramps – 3% - Nil
- Frontage roads – 10% - Nil

Depth of rut at any location greater than 0.5" – Nil

3.7.3 Pavement Ride Quality

Measurement of International Roughness Index ("IRI") according to TxDOT standard Tex-1001-S, Operating Inertial Profilers and Evaluating Pavement Profiles.

To allow for measurement bias, an adjustment of -10 (minus ten) is made to IRI measurements for concrete pavements before assessing threshold compliance.

Renewal work and new construction subject to construction quality standards.

Measurement:

For 80% of all Auditable Sections measured, IRI throughout 98% of each Auditable Section is less than or equal to:

- Mainlanes, ramps – 95** inches per mile
- IRI measured throughout 98% of each lane containing a bridge deck in any Auditable Section, 0.1 mile average – 200** inches per mile
- Individual discontinuities greater than 0.75" – Nil

**To allow for measurement bias, an adjustment of -10 (minus 10) is made to IRI measurements for concrete payments before assessing threshold compliance.

3.7.4 Pavement Failures

No instances of failures exceeding the failure criteria set forth in the TxDOT approved Pavement Management Rating System, including potholes, base failures, punchouts and jointed concrete pavement failures.

3.7.5 Joints in Concrete

Joints in concrete paving are sealed and watertight.

3.7.6 Curbs

Curbs are free of defects.

3.7.7 Pavement Markings

Pavement markings are:

a. clean and visible during the day and at night
b. whole and complete and of the correct color, type, width and length
c. placed to meet the TMUTCD and TxDOT's Pavement Marking Standard Sheets

Markings – General Portable retroreflectometer, which uses 30 meter geometry meeting the requirements described in ASTM E 1710.

3.7.8 Raised reflective markers

Raised reflective pavement markers, object markers and delineators are:

a. clean and clearly visible
b. of the correct color and type
c. reflective or retroreflective as TxDOT standard
d. correctly located, aligned and at the correct level firmly fixed in a condition that will ensure that they remain at the correct level.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **12/9/2025**

Consideration of and Possible Action on County Bonds

Consideration of and possible action on one or more County orders to authorize the refunding and / or redemption and defeasance of outstanding County bonds and certificates of obligation, the designation of an escrow agent and approval of an escrow agreement or agreements relating thereto and approval of certain other matters relating thereto.

Authorize County Judge to sign any documents related to the refunding and / or redemption and defeasance of outstanding County bonds and certificates of obligation after review by the District Attorney's Office.

Further, a certified copy of this Order be provided to the County Auditor.

ORDER AUTHORIZING THE ISSUANCE OF BRAZORIA COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2026; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION AND DEFEASANCE PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE ESCROW AGREEMENTS AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES AND CONTAINING OTHER RELATED MATTERS

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

WHEREAS, Brazoria County, Texas (the "County") has heretofore issued its Certificates of Obligation, Series 2018 (the "Series 2018 Certificates of Obligation"); and

WHEREAS, the County desires to refund all or a portion of the Series 2018 Certificates of Obligation (the "Refunded Bonds") in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the County desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the County, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207.007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds, together with certain other actions authorized herein, to the County Judge and certain other County officials as provided herein; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the County.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Act" means Chapter 1207, Texas Government Code, as amended.

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC.

"Bond Purchase Agreement" means the agreement between the County and the Underwriter described in Section 4(e) of this Order.

"Bonds" means the Brazoria County, Texas Limited Tax Refunding Bonds, Series 2026, authorized in this Order, unless the context clearly indicates otherwise.

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

"Capital Appreciation Bonds" means those Bonds bearing compound interest at the rate set out in the Officer's Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer's Pricing Certificate, payable only at maturity.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Current Interest Bonds" mean those Bonds on which interest is paid semiannually on the Interest Payment Dates.

"County" means Brazoria County, Texas.

"Debt Service Fund" means the interest and sinking fund for payment of the Bonds established by the County in Section 19 of this Order.

"Designated Officer" means the County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and any other appropriate officer or agent of the County (each a "Designated Officer").

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means the trust company or commercial bank identified in the Escrow Agreement, and its successors in such capacity.

"Escrow Agreement" means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

"Initial Bonds" mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

"Initial Capital Appreciation Bond" means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

"Initial Current Interest Bond" means the Initial Current Interest Bond authorized by Section 4(b)(i).

"Interest Payment Date", when used in connection with any Current Interest Bond, means the semiannual payment dates, until maturity or earlier redemption, commencing on the initial interest payment date all as set forth in the Officer's Pricing Certificate.

"Officer's Pricing Certificate" means a certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein.

"Order" as used herein and in the Bonds means this order authorizing the Bonds.

"Owner" means any person who shall be the registered owner of any outstanding Bond.

"Pricing Officer" means a Designated Officer of the County, including the County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and any other appropriate officers and agents of the County designated as a Designated Officer by any of the foregoing (each a "Designated Officer").

"Record Date" means, for any Interest Payment Date, the close of business on the fifteenth day of the calendar month next preceding each Interest Payment Date.

"Refunded Bonds" mean the obligations of the County described in the Officer's Pricing Certificate.

"Register" means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Registrar" shall mean U.S. Bank Trust Company, National Association, Houston, Texas, and its successors and assigns.

"Report" means the report of the Verification Agent verifying the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds.

"Underwriter" has the meaning given such term in the Officer's Pricing Certificate.

"Verification Agent" shall mean Causey Demgen & Moore P.C. (or such other firm specified in the Officer's Pricing Certificate) that is engaged by the County to verify the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed $6,145,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code.

4. Delegation of Authority. As authorized by Section 1207.007, Texas Government Code, each of the Pricing Officers are authorized to act on behalf of the County through a date 180-days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds shall be designated as "BRAZORIA COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2026".

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation

Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds. The Pricing Officer shall determine any optional or mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery;

(ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the County, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriter's discount; and

(iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 3.00% as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate.

(e) Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the County, and the Pricing Officer and all other officer's, agents and representatives of the County are hereby authorized to do any and all things necessary or

desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(f) Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows:

(i) Accrued interest in the amount of $[1] and, if necessary, net premium on the Bonds in the amount of $[2], shall be deposited into the Debt Service Fund.

(ii) Premium in the amount of $[3] shall be used to pay the Underwriter's discount.

(iii) Net premium in the amount of $[4] shall be used to pay the costs of issuance.

(iv) The remaining proceeds from the sale of the Bonds, together with other available funds of the County (in the amount of $[5]), shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 23 below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bonds. (a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds.

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and

[1] Insert from Officer's Pricing Certificate.

[2] Insert from Officer's Pricing Certificate.

[3] Insert from Officer's Pricing Certificate.

[4] Insert from Officer's Pricing Certificate.

[5] Insert from Officer's Pricing Certificate.

sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

6. Payment of Principal and Interest. The County hereby confirms U.S. Bank Trust Company, National Association, Houston, Texas, as Registrar for the Bonds. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Houston, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The County covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The County reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the County, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC

Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity

and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds.

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Order:

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZORIA

REGISTERED
NUMBER
_____

REGISTERED
DENOMINATION
$_____

BRAZORIA COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2026

INTEREST RATE: MATURITY DATE:[6] DATED DATE:[7] CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

BRAZORIA COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S. Bank Trust Company, National Association (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the [Dated Date/Delivery Date], or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____[8] and _____[9] beginning on _____[10], mailed to the registered owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date.

[6] Insert from Officer's Pricing Certificate.

[7] Insert from Officer's Pricing Certificate.

[8] Insert from Officer's Pricing Certificate.

[9] Insert from Officer's Pricing Certificate.

[10] Insert from Officer's Pricing Certificate.

THIS BOND is one of a duly authorized issue of Bonds, aggregating $[11] (the "Bonds"), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. [The Bonds are issued as (i) Bonds in the aggregate principal amount of $[12] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $[13] which pay interest semiannually until maturity or earlier redemption.] [14]

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after [15], in whole or from time to time in part, in integral multiples of $5,000, on [16], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed. [17]

[If applicable, insert mandatory redemption language][18]

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption. [19]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

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[11] Insert from Officer's Pricing Certificate.

[12] Insert from Officer's Pricing Certificate.

[13] Insert from Officer's Pricing Certificate.

[14] Remove bracketed language if there are no CABs.

[15] Insert from Officer's Pricing Certificate.

[16] Insert from Officer's Pricing Certificate.

[17] Remove paragraph if bonds are not callable per Officer's Pricing Certificate.

[18] Insert from Officer's Pricing Certificate.

[19] Remove paragraph if bonds are not callable per Officer's Pricing Certificate.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION CERTIFICATE) (SEAL) BRAZORIA COUNTY, TEXAS

_____
County Judge

_____
County Clerk

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZORIA

REGISTERED NUMBER	REGISTERED MATURITY
_____	$_____

BRAZORIA COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2026

MATURITY DATE:	ISSUANCE DATE:[20]	CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT: DOLLARS

BRAZORIA COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S. Bank Trust Company, National Association (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is [21], but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per $5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each [22] and [23] is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

[20] Insert from Officer's Pricing Certificate.

[21] Insert from Officer's Pricing Certificate.

[22] Insert from Officer's Pricing Certificate.

[23] Insert from Officer's Pricing Certificate.

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[24]_____ the "Bonds"), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[25]_____which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[26]_____ which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

---

[24] Insert from Officer's Pricing Certificate.

[25] Insert from Officer's Pricing Certificate.

[26] Insert from Officer's Pricing Certificate.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION CERTIFICATE) (SEAL) BRAZORIA COUNTY, TEXAS

_____
County Judge

_____
County Clerk

TABLE OF ACCRETED VALUES

The Accreted Value per $5,000 of Maturity Amount of the Capital Appreciation Bonds is as follows:[27]

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE
It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

U.S. Bank Trust Company, National Association

By _____
Authorized Signature
Date of Authentication _____

[27] Insert from Officer's Pricing Certificate.

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ _____

Signature Guaranteed:

_____

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c) and (e) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated "Brazoria County, Texas Limited Tax Refunding Bonds, Series 2026, Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other County taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County, sufficient to pay the interest on the Bonds as the same becomes due, and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or of not less than the amount required to pay each installment of the principal of the Bonds as the same matures, which is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

20. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney

General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Federal Income Tax Exclusion. The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds. The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(b) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Bonds.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from

constituting "arbitrage bonds," the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The County will timely file or cause to be filed with the County Clerk of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the County Clerk may prescribe.

(k) The County will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County's expectations. On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 22 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23. Appointment of Escrow Agent; Escrow Agreement for Refunded Bonds. The County appoints the Escrow Agent as escrow agent in relation to the transactions contemplated herein. If required, the discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriter, which shall be certified as to mathematical accuracy by the Verification Agent, (b) to maximize the County’s present value savings and/or to minimize the County’s costs of refunding, (c) to comply with all applicable laws and regulations relating to

the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the County Judge or other Designated Officer is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk or the Assistant County Clerk is hereby authorized to attest thereto.

24. Purchase of United States Treasury Obligations. If needed, to assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the County Judge (or any other Designated Officer) and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

25. Redemption Prior to Maturity of Refunded Bonds. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit B attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

26. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Commissioners Court.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(a) The County shall provide annually to the MSRB, the information designated (and at the times designated) in the Officer's Pricing Certificate.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) The County shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the County;

(13) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of trustee, if material.

(15) Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

(c) The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Bonds remain outstanding.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of principal payment of the County, but only if either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

27. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement.

28. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order, the Bond Purchase Agreement and any Escrow Agreement authorized pursuant to this Order, the County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and all other appropriate officers and agents of the County (each a "Designated Officer") are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Bond Purchase Agreement, any such Escrow Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

29. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County.

30. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

31. Ratifying Other Actions. The County ratifies and confirms all actions taken or to be taken by any Designated Officer, and its other officers or employees and consultants in connection with the issuance, sale and delivery of the Bonds, the refunding of the Refunded Bonds or in connection with any other action contemplated or authorized herein.

32. Execution and Delivery of Other Documents; Further Assurances. The County authorizes its officers to execute, attest and impress the County's seal (if required) to such other agreements, commitments, assignments, bonds, certificates, contracts, documents, licenses, instruments, releases, financing statements, letters of instruction, notices of acceptance, notices of final payment, written requests and other documents, and to take all actions and to do all things whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Bonds, the Bond Purchase Agreement, the Escrow Agreement, the Preliminary Official Statement and the Official Statement.

33. Power to Revise Form Documents. Notwithstanding any other provision of this Order, the County authorizes the Designated Officers individually or collectively to make or approve such revisions, additions, deletions, and variations in the form of the documents attached hereto as exhibits (or otherwise authorized by the County in connection with the approval of this Order) as, in the judgment of any such Designated Officer, and in the opinion of Bond Counsel to the County, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Bond Purchase Agreement, the Escrow Agreement, the Preliminary Official Statement and the final Official Statement or as may be required by the Attorney General of Texas for approval of the Bonds.

34. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this ____ day of December ___ 2025.

_____
County Judge
Brazoria County, Texas

ATTEST:

_____
County Clerk
Brazoria County, Texas

(SEAL)

ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS OF BRAZORIA COUNTY, TEXAS; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH DEFEASANCE

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

WHEREAS, Brazoria County, Texas (the "County") has heretofore issued certain tax bonds and certificates of obligation (collectively, the "County Obligations"), and the County Obligations listed on Exhibit A are subject to redemption prior to maturity, at the option of the County; and

WHEREAS, it is in the best interest of the County and its residents to defease and/or redeem all or a portion of such outstanding County Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the County's aggregate debt service requirements in the years subsequent to the redemption date; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the County is authorized and empowered to deposit funds and/or securities directly with the paying agent for the County Obligations or other authorized person or depository, and enter into an escrow or similar agreement with such person or place of payment for the safekeeping, investment, reinvestment, administration and disbursement of such deposit; and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the defeased obligations; and now, therefore,

BE IT ORDERED BY COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS:

SECTION 1: Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Act" means Chapter 1207, Texas Government Code, as amended.

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Escrow Agent is authorized by law or executive order to close.

"County" means Brazoria County, Texas.

"Designated Officer" means each of the County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and any other appropriate officer or agent of the County designated as a Designated Officer by any of the foregoing.

"Escrow Agent" means U.S. Bank Trust Company, National Association or such other trust company or commercial bank identified in the Escrow Agreement, and its successors in such

capacity.

"Escrow Agreement" means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the County Obligations selected for redemption and defeasance.

"Order" as used herein means this order authorizing the redemption and defeasance of County Obligations.

"Report" means the report of the Verification Agent verifying the accuracy of certain mathematical computations relating to the County Obligations selected for redemption and defeasance.

"Verification Agent" shall mean Causey Demgen & Moore P.C. or such other firm engaged by the County to verify the accuracy of certain mathematical computations relating to the County Obligations selected for redemption and defeasance.

SECTION 2: All or a portion of the County Obligations stated to mature on March 1 in each of the years identified in the Escrow Agreement shall be defeased to their maturity or prior redemption date, as applicable, as set forth in this Section 2. Commissioners Court hereby authorizes and directs the County Judge or other Designated Officer to ultimately determine the principal amount of the County Obligations to be defeased and/or redeemed on the basis of the availability of funds for such purpose by the funding deadline. As directed by the County Judge or other Designated Officer, the County shall transfer on or before March 1, 2026, its lawfully available funds to U.S. Bank Trust Company, National Association, or such other qualified entity as determined by any such Designated Officer (the "Escrow Agent"), in an amount sufficient (when combined with investment earnings on such initial deposit) to pay all costs of interest due and owing on the defeased and/or redeemed obligations from the time of such deposit through their maturity or redemption, as applicable, plus the principal amount of the defeased and/or redeemed and owing at such time of maturity or redemption, as applicable. Upon the making of such deposit, such County Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as a County Obligation in accordance with applicable Texas law.

SECTION 3: In the event the County Judge or other Designated Officer determines to defease the maturities of the County Obligations which are subject to redemption, the principal amount of such County Obligations shall be called for redemption and shall be redeemed on the applicable redemption date, at the price of par plus accrued interest to the date of redemption, and the County Judge or other Designated Officer is hereby authorized and directed to file a copy of this Order with U.S. Bank Trust Company, National Association, the paying agent/registrar for the County Obligations (the "Paying Agent/Registrar"), in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. Additionally, if necessary, the Paying Agent/Registrar is hereby authorized and directed to make a lot selection of the County Obligations to be redeemed and make arrangements to notify bondholders of such lot selection as soon as possible thereafter. The County Judge or other

Designated Officer is hereby authorized and directed to transfer lawfully available funds to the Escrow Agent to accomplish the defeasance and/or redemption of the defeased obligations in accordance with the terms of the Escrow Agreement. In the event the County Obligations are called for redemption, the County Judge or other Designated Officer is hereby authorized and directed to make all arrangements necessary to notify the holders thereof of the County's decision to redeem such obligations on the date and in the manner herein provided and in accordance with the order(s) authorizing the County Obligations.

SECTION 4: The County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and any other appropriate officer or agent of the County (each of the foregoing, a "Designated Officer"), and Bond Counsel to the County, are authorized to evidence adoption of this Order and to do any and all things necessary or convenient to effect the defeasance and, if applicable, redemption described herein and otherwise give effect to the intent and purpose hereof, including the selection of an Escrow Agent and Verification Agent and the execution of the Escrow Agreement.

SECTION 5: The Board delegates to the County Judge or in his absence any other Designated Officer the authority to execute the Escrow Agreement with the Escrow Agent, and, based upon the advice of the County's financial advisors, Estrada Hinojosa ~~& Co.~~, deposit money sufficient to pay in full the defeased County Obligations at maturity or to the redemption date and/or deposit in trust authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code (the "Escrowed Securities") and which have been certified by the Verification Agent to mature in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the defeased obligations at maturity or date of redemption; all of which shall be provided in the Escrow Agreement finalized and executed by any such Designated Officer.

SECTION 6: Furthermore, the County Judge and each other Designated Officer of the County in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent for deposit to the credit of an escrow fund for the defeased obligations (referred to herein as the "Escrow Fund") or such other designation as provided for in the Escrow Agreement; all as contemplated and provided in the Act, this Order and the Escrow Agreement.

SECTION 7: The Commissioners Court hereby authorizes the County Judge or in his absence any other Designated Officer to select Causey Demgen & Moore P.C. or another firm of independent certified public accountants (the "Verification Agent") to prepare a Report to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the defeased bonds, to the extent such appointment is necessary or desired and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the defeased bonds, the sufficiency of the deposit to the Escrow Fund to accomplish such defeasance shall be certified to the County by the County's Financial Advisor or another qualified financial institution.

SECTION 8: The recitals contained in the preamble hereof are hereby found to be true,

and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgement and findings of Commissioners Court.

SECTION 9: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 10: The Commissioners Court hereby approves and authorizes the defeasance, redemption, or final payment of all or a portion of the County Obligations, as selected by the County Judge or in his absence any other Designated Officer, by the deposit and investment of legally available funds of the County with the Escrow Agent. The County further authorizes and approves an Escrow Agreement for such purposes, subject to such insertions, additions and modifications as shall be approved by the County Judge or other Designated Officer (as conclusively evidenced by the execution and delivery thereof). The County Judge or other Designated Officer and the Escrow Agent are hereby authorized to subscribe for, agree to purchase and purchase Escrowed Securities in such amounts and maturities and bearing interest at such rates and as may be necessary for the defeasance of any such County Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for any such purpose are hereby ratified and approved. The County hereby authorizes and directs that a notice of redemption and defeasance with regard to the defeased County Obligations shall be given in accordance with the orders authorizing the issuance of such County Obligations.

SECTION 11: To satisfy in a timely manner all of the County's obligations under this Order and the Escrow Agreement, each Designated Officer is hereby authorized and directed to take all other actions that are reasonably necessary to provide for the redemption and defeasance of the defeased County Obligations, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under any such Escrow Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

SECTION 12: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 13: This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank]

PASSED AND ADOPTED, this _____ __, 202__.

_____
County Judge
Brazoria County, Texas

ATTEST:

_____
County Clerk
Brazoria County, Texas

(SEAL)

S-1

EXHIBIT A

Defeasance Candidates

The following County Obligations are subject to redemption prior to maturity, at the option of the County, on March 1, 2026, or on any date thereafter:

Brazoria County Unlimited Tax Refunding Bonds, Series 2016

- 3/1/2027 maturity – $1,070,000

Brazoria County Unlimited Tax Refunding Bonds, Series 2018

- 3/1/2027 maturity – $520,000
- 3/1/2028 maturity – $550,000

Brazoria County Certificates of Obligation, Series 2018

- 3/1/2027 maturity – $390,000
- 3/1/2028 maturity – $410,000
- 3/1/2029 maturity – $430,000
- 3/1/2030 maturity – $455,000
- 3/1/2031 maturity – $475,000
- 3/1/2032 maturity – $500,000
- 3/1/2033 maturity – $525,000
- 3/1/2034 maturity – $545,000
- 3/1/2035 maturity – $570,000
- 3/1/2036 maturity – $590,000
- 3/1/2037 maturity – $615,000
- 3/1/2038 maturity – $640,000

EXHIBIT B

NOTICE OF REDEMPTION
BRAZORIA COUNTY, TEXAS

[UNLIMITED TAX REFUNDING BONDS, SERIES 2016]
[UNLIMITED TAX REFUNDING BONDS, SERIES 2018]
[CERTIFICATES OF OBLIGATION, SERIES 2018]

NOTICE IS HEREBY GIVEN that [all of] [a portion of] the bonds and other obligations of the above series maturing on and after March 1, 2027, in each of the years 20___ through 20___ , and aggregating in the principal amount of $_____, have been called for redemption on March 1, 2026 (the "Redemption Date"), at the redemption price of par and accrued interest to the date of redemption (the "Redemption Price"), such bonds being identified as follows:

[Description of the Bonds/Obligations]

[A LOT SELECTION has been made and your bond or other obligation has been selected for redemption.] The above described bonds or other obligations shall become due on the Redemption Date, and interest thereon shall cease to accrue from and after the Redemption Date and payment of the Redemption Price shall be paid to the registered owners of the Bonds only upon presentation and surrender thereof to U.S. Bank Trust Company, National Association, Houston, Texas, at its designated offices at the following addresses:

Express Delivery	Mail	By Hand

[Insert address information]

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to orders of the Commissioners Court of Brazoria County, Texas.

U.S. Bank Trust Company, National Association

ESCROW AGREEMENT
(Defeased Obligations)

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____,2026 (the "Escrow Funding Date"), is made and entered into by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having a principal corporate trust office in Houston, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WITNESSETH:

WHEREAS, the County has heretofore issued and there remains outstanding certain of the County's tax bonds and certificates of obligation (collectively the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of all or a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of $_____, as more particularly described in the "Schedule of Defeased Obligations" attached hereto as Exhibit A (the "Defeased Obligations"); and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Obligations in an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Obligations; and

WHEREAS, the Commissioners Court of the County (the "Commissioners Court") has adopted an order authorizing the defeasance of the Defeased Obligations and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Obligations; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Obligations; and

WHEREAS, the Commissioners Court has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Obligations;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Obligations, the County and the Escrow Agent contract and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean Brazoria County, Texas, and any successor to its duties and functions.

"Defeased Obligations" shall mean all or portions of certain maturities of the Outstanding Obligations, in the aggregate principal amount of $_____ as more particularly identified and described in Exhibit A attached hereto and incorporated herein by reference.

"Escrow Agent" shall mean U.S. Bank Trust Company, National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.1.

"Escrowed Securities" shall mean the Governmental Securities or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Governmental Securities" shall mean direct and general obligations of, or obligations which as to principal and interest are unconditionally guaranteed as to full and timely payment by, the United States of America, to the payment of which the full faith and credit of the United States of America is irrevocably and unconditionally pledged, and which do not permit the redemption thereof at the option of the issuer thereof

"Paying Agent for the Defeased Obligations" shall mean U.S. Bank Trust Company, National Association, and any successors thereto.

"Report" shall mean the verification report prepared by the Verification Agent relating to the defeasance of the Defeased Obligations, a copy of which is attached hereto as Exhibit B.

"Verification Agent" means Causey Demgen & Moore, PC or another firm of independent certified public accountants designated by the County as verification agent for purposes of preparation of the Report.

Section 1.2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the redemption and defeasance of the Defeased Obligations in accordance with applicable law.

ARTICLE II
DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1. Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date, the County will deposit, or cause to be deposited, with the Escrow Agent the following: (a) Escrowed Securities in the amount of $_____, as more fully described in the Report; and (b) a beginning cash balance of $_____, as provided in the Report.

ARTICLE III
CREATION AND OPERATION OF ESCROW FUND

Section 3.1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "Brazoria County Texas 2026 Escrow Fund", into which will be deposited the cash and Escrowed Securities described in Section 2.1. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.2 hereof. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal of and Interest on Defeased Obligations.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Obligations as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Obligations in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Obligations as a segregated account for the respective holders of the Defeased Obligations in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Obligations for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Obligations nor any other person shall be liable or responsible to any holders of such Defeased Obligations for any further payment of such unclaimed money or on account of any such Defeased Obligations.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Obligations prior to their scheduled maturities.

Section 3.3. Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and to pay the principal of the Defeased Obligations as the Defeased Obligations mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Obligations; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

ARTICLE IV
REDEMPTION OF CERTAIN DEFEASED OBLIGATIONS PRIOR TO MATURITY

Section 4.1. Redemption Prior to Maturity of Defeased Obligations. The County has irrevocably exercised its option to call the bonds and other obligations of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to this Agreement, and hereby authorizes and directs notice of such redemption to be given in accordance

with the orders authorizing the issuance of such bonds and other obligations. The Escrow Agent, as Paying Agent for the Defeased Obligations, agrees to provide such notice of redemption in accordance with the orders. The Escrow Agent is hereby further authorized to provide funds therefor as set forth in Section 3.2(a) hereof.

ARTICLE V
LIMITATION ON INVESTMENTS

Section 5.1. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

Section 5.2. Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Defeased Obligations to be an "arbitrage bond" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

ARTICLE VI
RECORDS AND REPORTS

Section 6.1. Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Obligations.

Section 6.2. Reports. For the period beginning on the Escrow Funding Date and ending on December 31, 2026, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Section 6.3. Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Obligations for timely payment of all interest on and principal of the Defeased Obligations.

ARTICLE VII
CONCERNING THE ESCROW AGENT

Section 7.1. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.2. Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Defeased Obligations shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

Section 7.3. Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $_____, plus $_____ for redemption notice. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) U.S. Bank Trust Company, National Association serves as Paying Agent for the Defeased Obligations. By execution of the Consent to Escrow Agreement attached hereto as Exhibit C, U.S. Bank Trust Company, National Association

agrees to continue to serve as Paying Agent for the life of the Defeased Obligations, and it will serve as Paying Agent for the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

Section 7.4. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

U.S. Bank Trust Company, National Association
5555 San Felipe, Suite 1150
Houston, Texas 77056
Attention: Corporate Trust Services

To the County:

Brazoria County, Texas
Brazoria County Courthouse
237 E. Locust, Suite 102
Angleton, Texas 77515
Attention: County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 8.2. Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Defeased Obligations or to any other person or persons in connection with this Escrow Agreement.

Section 8.3. Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Obligations, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Obligations.

Section 8.4. Severability. In case any one or more of the provisions contained in this Escrow 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 of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.5. Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.6. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 8.7. Form 1295. Unless otherwise exempt, the Escrow Agent represents that it has submitted to the County, a disclosure of interested parties form which was completed and filed with the Texas Ethics Commission (the "TEC") in accordance with the provisions of Section 2252.908, Texas Government Code, and the applicable rules adopted by the TEC (found at 1 Tex. Admin. Code § 46.1 - 46.5).

Section 8.8. Verifications of Statutory Representations and Covenants. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. §230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement

shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

A. Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization
.

B. No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

C. No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature Page Follows]

EXECUTED effective as of the Escrow Funding Date as defined herein.

BRAZORIA COUNTY, TEXAS

_____
County Judge

ATTEST:

_____
County Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By_____
Name:_____
Title:_____

EXHIBIT A

Scheduled of Defeased Obligations

The following is a schedule of Defeased Obligations which are subject to redemption prior to maturity, at the option of the County, on March 1, 2026, or on any date thereafter:

Brazoria County U/L Tax Refunding Bonds, Series 2016

- 3/1/2027 maturity – $1,070,000

Brazoria County U/L Tax Refunding Bonds, Series 2018

- 3/1/2027 maturity – $520,000
- 3/1/2028 maturity – $550,000

Brazoria County Certificates of Obligation, Series 2018

- 3/1/2027 maturity – $390,000
- 3/1/2028 maturity – $410,000
- 3/1/2029 maturity – $430,000
- 3/1/2030 maturity – $455,000
- 3/1/2031 maturity – $475,000
- 3/1/2032 maturity – $500,000
- 3/1/2033 maturity – $525,000
- 3/1/2034 maturity – $545,000
- 3/1/2035 maturity – $570,000
- 3/1/2036 maturity – $590,000
- 3/1/2037 maturity – $615,000
- 3/1/2038 maturity – $640,000

EXHIBIT B

Verification Report

[to come]

EXHIBIT C

Consent to Escrow Agreement

Upon receipt of sufficient funds from the Escrow Agent, U.S. Bank Trust Company, National Association, as Paying Agent for the Defeased Obligations (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Obligations.

U.S Bank National Association further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

U.S. Bank Trust Company, National Association agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Name:_____
Title:_____

ESCROW AGREEMENT
(Refunded Obligations)

THIS ESCROW AGREEMENT (the "Agreement"), dated and made effective as of _____, 2026 between Brazoria County, Texas, a political subdivision of the State of Texas duly created, organized and existing under the Constitution and laws of the State of Texas (the "County"), and U.S. Bank Trust Company, National Association (the "Bank"), a banking association organized and existing under the laws of the United States of America.

WITNESSETH:

WHEREAS, the County has heretofore issued the obligations described on Exhibit A attached hereto (the "Refunded Obligations"); and

WHEREAS, the County desires to refund in advance of maturity a portion of the Refunded Obligations; and

WHEREAS, in accordance with the provisions of Chapter 1207, Government Code, as amended (the "Code"), the County is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with a trust company or commercial bank that does not serve as a depository for the County and enter into an escrow or similar agreement with such institution for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree; and

WHEREAS, the governing body of the County has adopted an order (the "Refunding Bond Order") authorizing the issuance, sale and delivery of the County's Limited Tax Refunding Bonds, Series 2026 (the "Refunding Bonds"), for the purpose, among others, of providing the funds necessary to refund the Refunded Obligations; and

WHEREAS, the governing body of the County has further determined to effectuate the refunding of the Refunded Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Refunding Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Refunded Obligations, the County and the Bank contract and agree as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

"County" shall mean Brazoria County, Texas and, where appropriate, its Commissioners Court.

"Escrow Agent" shall mean U.S. Bank Trust Company, National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement.

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

"Escrow Fund" shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.1.

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities.

"Limited Yield Securities" shall mean the noncallable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

"Open Market Securities" shall mean the United States Treasury securities to be purchased in the open market with cash and the proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

"Paying Agent for the Refunded Obligations" shall mean U.S. Bank Trust Company, National Association, Houston, Texas.

"Refunded Bond Orders" shall mean the County's orders, as the case may be, authorizing the issuance, sale and delivery of the Refunded Obligations.

"Refunded Obligations" shall mean the obligations as listed on Exhibit A hereto.

"Refunding Bonds" shall mean the County's Limited Tax Refunding Bonds, Series 2026.

"Report" shall mean the verification report prepared by Causey Demgen & Moore, PC, independent certified public accountants, relating to the refunding of the Refunded Obligations, and any subsequent verification report required by Section 4.3.

Section 1.2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II.

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1. Deposits with Escrow Agent; Acquisition of Escrowed Securities. On the Escrow Funding Date, the County shall deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities more fully described in the Report; and

(b) A beginning cash balance as provided in the Report.

ARTICLE III.

CREATION AND OPERATION OF ESCROW FUND

Section 3.1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as Brazoria County, Texas Limited Tax Refunding Bonds, Series 2026 Escrow Fund into which will be deposited the cash and Escrowed Securities described in Section 2.1 The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers to the Paying Agent for the Refunded Obligations of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Refunded Obligations for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Refunded Obligations.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Refunded Obligations from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Refunded Obligations in the amounts and at the times shown in the Report; provided, however, that funds transferred to the Escrow Fund from the interest and sinking funds for the Refunded Obligations, if any, and all investment earnings thereon be used for the payment of the principal of, redemption premium, if any, and interest on the Refunded Obligations prior to the use of proceeds of the Refunding Bonds for such purpose.

(b) Except for amounts transferred to the Paying Agent for the Refunded Obligations pursuant to Section 3.2(a) and to the County pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3. Sufficiency of Escrow Fund. The County represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Refunded Obligations at the times and in the amounts required to pay the interest on the Refunded Obligations as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Refunded Obligations as the Refunded Obligations mature or are called for redemption, all is more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Obligations to make the payments set forth in Section 3.2, the County shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the County as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the County's failure to make additional deposits thereto.

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Refunded Obligations; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Refunded Obligations. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be

subject to warrants, drafts or checks drawn by the County or, except to the extent expressly herein provided, by the Paying Agent for the Refunded Obligations.

Section 3.5. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for public funds, having a market value at least equal to such cash balances.

Section 3.6 Grant of Security Interest. In order to secure payment when due of the principal of and interest on the Refunded Obligations, the County hereby pledges and grants to the Escrow Agent, for the account of the holders or owners of the Refunded Obligations and of any appurtenant coupons, a security interest in all of its right, title, and interest, if any, in and to all funds held hereunder and all investments thereof and agrees that the Escrow Agent shall have and may exercise all of the rights of a secured party granted by the Texas Uniform Commercial Code in respect thereof to the same extent as if such Code applied to such security interest.

ARTICLE IV.

LIMITATION ON INVESTMENTS

Section 4.1. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2. Reinvestment of Proceeds of Open Market Securities. The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Open Market Securities, if any, which are attributable to amounts received as principal of or interest on the Open Market Securities and which are not immediately needed to pay the Refunded Obligations in direct obligations of the United States of America, i.e., United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The County hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Refunded Obligations, shall be promptly transferred to the County.

Section 4.3. Substitution of Securities. (a) Concurrently with the sale and delivery of the Refunding Bonds, the County may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

(i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on

the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The County may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Refunding Bonds for such Open Market Securities.

(b) At the written request of the County, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Refunded Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that (a) such transaction will not cause any of the Refunded Obligations or Refunding Bonds to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations and the Refunding Bonds.

Section 4.4. Arbitrage. The County hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Bonds to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V.

RECORDS AND REPORTS

Section 5.1. Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Refunded Obligations.

Section 5.2. Reports. For the period beginning on the Escrow Funding Date and ending on December 31, 2026, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI.

CONCERNING THE ESCROW AGENT

Section 6.1. Representations of Escrow Agent. U.S. Bank Trust Company, National Association, hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2. Limitation on Liability. The liability of the Escrow Agent to transfer funds to the Paying Agent for the Refunded Obligations for the payments of the principal of, redemption premium, if any, and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Refunding Bond Order or the Refunded Bond Orders and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent

from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the parties agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorney's fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct.

Section 6.3. Compensation. On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement the sum of [$250.00] plus [$300.00] for redemption notice, which does not include fees for the Refunding Bonds. The Paying Agent for the Refunded Obligations will continue to act as Paying Agent for the Refunded Obligations under the existing fee schedules, with the sole remedy for nonpayment being an action for amounts owing under the Paying Agency Agreement. This sum does not include the costs of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent is requested to perform any extraordinary services hereunder, the County hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

The Escrow Agent acknowledges that it also acts as the Paying Agent for the Refunded Obligations initially issued by the County. The Escrow Agent, in its capacity as Paying Agent for such Refunded Obligations, agrees that it shall continue to provide the services of Paying Agent for the Refunded Obligations so long as the principal of and interest on the Refunded Obligations is being paid pursuant to the terms of this Agreement, that it shall continue to be paid for such services as Paying Agent pursuant to the terms of the paying agent agreement(s) currently in effect for such Refunded Obligations, and that the sole remedy for nonpayment by the County of any fees due to the Paying Agent will be an action for amounts owed under such paying agent agreement(s).

Section 6.4. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the County, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the County within 60 days, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the County, signed by such holders or by their duly authorized attorneys. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Refunded Bond then out-standing may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise

corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the County and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the County specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Obligations or by the County as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the County and signed by the holders of a majority in aggregate principal amount of the Refunded Obligations then outstanding.

Section 6.5. Redemption Prior to Maturity of Refunded Obligations. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds. The Escrow Agent, as Paying Agent for the Refunded Obligations, agrees to provide such notice of redemption in accordance with the orders.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices. Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

U.S. Bank Trust Company, National Association
5555 San Felipe, Suite 1150
Houston, Texas 77056
Attention: Corporate Trust Services

To the County:

Brazoria County, Texas
Brazoria County Courthouse
237 E. Locust, Suite 102
Angleton, Texas 77515
Attention: County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days' prior written notice thereof.

Section 7.2. Termination of Responsibilities. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Refunded Obligations or to any other person or persons in connection with this Escrow Agreement.

Section 7.3. Binding Agreement; Amendment. This Escrow Agreement shall be binding upon the County and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Obligations, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Refunded Obligations then outstanding.

Section 7.4. Severability. If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5. Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.7. Form 1295. Unless otherwise exempt, the Escrow Agent represents that it has submitted to the County, a disclosure of interested parties form (the "Disclosure Form"), which was completed and filed with the Texas Ethics Commission (the "TEC") in accordance with the provisions of Section 2252.908, Texas Government Code, and the applicable rules adopted by the TEC (found at 1 Tex. Admin. Code § 46.1 - 46.5).

Section 7.8. Verifications of Statutory Representations and Covenants. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is

controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. §230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

A. Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

C. No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[*signature page follows*]

EXECUTED as of the date first written above, but effective as set forth herein.

BRAZORIA COUNTY, TEXAS

_____
County Judge

ATTEST:

_____
County Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Name:_____
Title: _____

EXHIBIT A

SCHEDULE OF REFUNDED OBLIGATIONS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **12/9/2025**

Election Precinct Changes

Approve the attached changes to election precinct boundaries in order to comply with Sections §42.005 and §42.006 of the Texas Election Code after the adoption of new congressional district boundaries under Texas House Bill 4 of the 89th Legislature, 2nd Called Session of 2025.

These changes will go into effect on December 10, 2025.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **12/9/2025**

Issuance of a Purchase Order After the Fact - District Attorney's Office

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the District Attorney's Office for which a requisition was not obtained prior to the purchase being made:

Gulf Coast Ford invoice #50378 dated November 6, 2025 in the amount of $36.72.

This request is in accordance with Local Government Code Section §262.011 and Brazoria County Purchasing Policy Section IV.C.15.

Gulf Coast
www.gulfcoast.com

3100 N. 288 Freeway
Angleton, TX 77516
713-422-6280 Direct
713-422-7200 Main

CELL: 931-335-3333

CUST NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
118088	74600044	0002501297		CHARGE	JOSEPH	11/06/25	30376

979-248-0808

FOW
G

BILL TO
invoices@brazoriacountytx.gov
BRAZORIA COUNTY AUDITOR
111 E LOCUST ST STE 303
ANGLETON, TX 77515-4664

SHIP TO
CASH CUSTOMER

Vehicle Main/Gen/DA
541000-10000-19300

approval: Tom Selleck

SHIP QTY	B. O. QTY	PART NUMBER / DESCRIPTION		BIN	LIST	NET	AMOUNT
1	0	CYFS-12-YT4X SP580X	SPARK P	1000	14.42	14.42	14.42
1	0	7C3Z-9601-C GEF03601	ELEMENT	4005	22.30	22.30	22.30

WHITE-2016
FORD
EXPEDITION

CLAIMS & RETURNED PARTS MUST BE MADE WITHIN 30 DAYS AND ACCOMPANIED BY THIS INVOICE. 35% RESTOCKING CHARGE ON ALL RETURNED PARTS.
TERMS: NET CASH. WE ARE NOT RESPONSIBLE FOR ANY LABOR ON PARTS NOT INSTALLED IN OUR SHOP.
NO REFUND ON ELECTRICAL OR SPECIAL ORDER PARTS.
Over the Counter Parts Warranty: 12 months.

SUBTOTAL	36.72
TAX	0.00
FREIGHT	0.00
PAY THIS AMOUNT	**36.72**

Any warranties on the products sold hereby are those made by the manufactuerer. The seller, Gulf Coast Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and Gulf Coast Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

X ADA Rick Mason (DA's Office)
RECEIVED BY

CUSTOMER COPY

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PARTS INVOICE

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **12/9/2025**

Issuance of a Purchase Order After the Fact - County Clerk - Elections

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by County Clerk - Elections for which a requisition was not obtained prior to the purchase being made:

AMG Printing & Mailing invoice #121561 dated November 10, 2025 in the amount of $5,849.28

This request is in accordance with Local Government Code Section §262.011 and Brazoria County Purchasing Policy Section IV.C.15.

From: Krystal Alegria <krystala@brazoriacountytx.gov>
Sent: Monday, November 10, 2025 10:09 AM
To: Brandy Pena <brandyp@brazoriacountytx.gov>; Dottie Cornett <dottiec@brazoriacountytx.gov>
Cc: Lisa Mujica <LisaM@brazoriacountytx.gov>
Subject: FW: [EXTERNAL] Invoice 121561 from AMG Printing & Mailing

Brandy,
Attached is the invoice for our in-house 3 up cards. This will come from Elections general fund – Printing 521150.

Thank you,
Krystal Alegria
Brazoria County Clerk's Office
Elections Chief Deputy
979-864-1144 office
979-864-1011 fax

From: aaron amgprinting.com <aaron@amgprinting.com>
Sent: Monday, November 10, 2025 9:40 AM
To: Lisa Mujica <LisaM@brazoriacountytx.gov>
Cc: Krystal Alegria <krystala@brazoriacountytx.gov>
Subject: [EXTERNAL] Invoice 121561 from AMG Printing & Mailing

AMG Printing & Mailing

Invoice Due:12/10/2025
121561

Amount Due: $5,849.28

Dear Lisa Mujica :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

AMG Printing & Mailing
210-832-8850

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **12/9/2025**

Open Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 4)

That a public hearing be opened for the posting or adjusting of regulatory signs in Brazoria County.

The signs to be posted or adjusted are as follows:

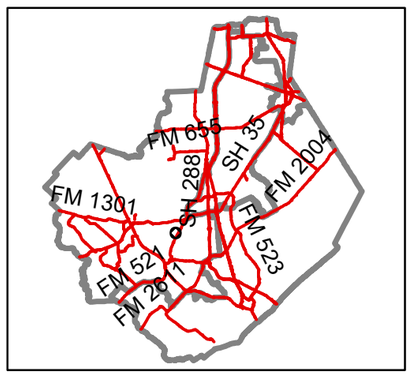
Stop/Yield Signs

Add or remove stop signs per the attached Exhibit A:

Stop signs on CR 969F at CR 969Z

Further, that the County Engineer is granted authority by the court to determine the number and locations of signs on county roads within the limits shown above as necessary to maintain roadway safety and that a certified copy of this order shall be sent to the County Engineer, the Sheriff's Department and the Department of Public Safety.

EXHIBIT A



CR 969F LONGHORN TRL

CR 969Z BUFFALO TRL

STOP

STOP

Brazoria County Engineering

STATE OF TEXAS
COUNTY OF BRAZORIA

Add stop signs to
CR 969F
at
CR 969Z

	Precinct: 4
Date: 12/9/2025	Service Center: W

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **12/9/2025**

Close Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 4)

That the public hearing for the posting or adjusting of regulatory signs by the Road and Bridge Department be closed.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **12/9/2025**

Accept Posting of Regulatory Signs for the Road and Bridge Department (Precinct 4)

That the posting of regulatory signs in Brazoria County are as follows:

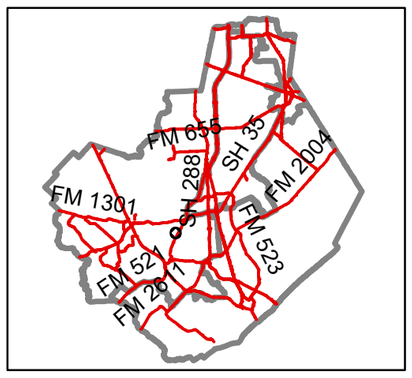
Stop/Yield Signs

Add or remove stop signs per the attached Exhibit A:

Stop signs on CR 969F at CR 969Z

Further, that the County Engineer is granted authority by the court to determine the number and locations of signs on county roads within the limits shown above as necessary to maintain roadway safety and that a certified copy of this order shall be sent to the County Engineer, the Sheriff's Department and the Department of Public Safety.

EXHIBIT A



CR 969F LONGHORN TRL

CR 969Z BUFFALO TRL

STOP

STOP

Brazoria County Engineering

STATE OF TEXAS
COUNTY OF BRAZORIA

Add stop signs to
CR 969F
at
CR 969Z

	Precinct: 4
Date: 12/9/2025	Service Center: W

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

New Hire Starting Rate of Pay - Justice of the Peace Precinct 4 - Place 2

Upon request by Sherry Kersh, Justice of the Peace Precinct 4 - Place 2, the Court approves the hiring for a Court Clerk, position number 1720, at an hourly rate of $24.77, (Grade 30, Step 9). The applicant has 16 years of experience working in various court support staff roles within the judicial system.

Skills.Summary

Great computer and typing skills 65-70 WPM Records Management
Good verbal and written communication skills
Able to deal effectively with public
Able to assist in a fast paced, multi tasked environment

Professional Experience

Fort Bend County Justice of the Peact PCT. 2 PL. 2, Needville, Texas 11/2022-still employed

- Enter Filing for Court Cases
- Knowledge of how to handle Civil Cases, Criminal Cases, Pre-Trial Hearings, Evictions, Small Claims and processing Traffic Citations.
- Process traffic citations, offering Deferred Adjudication, Driving Safety Course , commitment hearings, and ticket dismissals
- Attended Texas State University-Texas Justice Court Training Center Experienced Court Personnel Seminar

Fort Bend County Justice Of The Peace PCT. 1 PL. 2 (2/2019-11/2022)

- Enter Filings for court cases
- Knowledge of Odyssey Navigator system database
- Collects and processes payments
- Answer phone calls and assists customers questions and citation options
- Set and maintain dockets for compliance hearings, show cause hearings, and pre-trial
- Processed warrants, traffic citations and hearing notices
- Attends and, participates in meetings and training classes yearly
- Familiar with statues and procedures for traffic citations
- Attended Texas State University-Texas Justice Court Training Center 12hr New Court Personnel Seminar

Fort Bend County (09/2018-02/2019) - Floater-Court Staff Coordinator

- Assisting the District Courts (Family, Civil, Criminal) as needed
- Scheduling hearings and working various court documents that are presented to the court for Judge Review
- Answering phones, assisting Judge and Attorneys

Fort Bend County District Clerks Office 2009-2018 Criminal Appeals Post Judgement Expunctions

- Criminal Appeals/Expunctions/Confidential[Cases and Post Judgment for District Courts
- Prepare and maintain criminal file for Assignment to Appeal Courts in a timely and efficient manner, including strictly defined deadlines and indexing documents
- Support and assist other departments as needed
- Work effectively with the District Attorney's Office in the process and preparations of post convictions writs
- Research criminal procedures and current statutes. for work accuracy and maintain knowledge of the
- Texas Rules of Appellate Procedure and Criminal procedure
  Prepare and maintain civil case files for expunctions and sealed confidential cases
- Processed 11.07, 11.071 and 11.072 Post Conviction Writ Applications
- Prepared criminal records for appeals within legally defined time limits correspond with attorneys, appellate courts, court reporters, district court personnel, and district attorney's office relating to appeal and expunction process.
- Manage post judgment request and preparation of Order of Sales, Writ of Executions, Abstract of Judgments and Writ of Possessions

Fort Bend County Emergency Medical Services 2008-2009 Medical Inventory Clerk

- Inventory Clerk for Emergency Medical ,Services
- Assisted in the organization and record keeping for the inventory office to maintain efficient production of the inventory supplies for the emergency medical staff.
- Documented and maintained inventory records for medication and ambulance supplies.
- Maintained medical cabinets located •in two separate hospitals for EMS staff. • Also assisted on various other duties that were presented in the maintenance of the ambulances as well as the medic stations.
- Communicated effectively with various EMS staff as well as paramedics.
- Expected to assist in any Emergency such as in the event of a hurricane or any other natural disaster where help would be needed.

Education

WHARTON COUNTY JUNIOR COLLEGE

Business Operations and Computer Procedure —Graduated 350 Clock hour course

Consisted of data Microsoft excel, word, filing and typing.

Cosmetology — Graduated 1500 hours

Health Information Technology and Basic Courses

Consisted of Law in the health field, English literature, government and history, anatomy and physiology, pharmacology, transcription and medical terminology.

Paralegal Studies

Consisted of an Introduction class, civil litigation, criminal law, legal research and writing, criminal and family law

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Advertise Request Proposals for Aerial Mosquito Spraying

Approval to advertise Request for Proposals for “Aerial Mosquito Spraying” which has been determined by the Purchasing Director to be the procurement method that is in the best interest of the County.

In addition, such expenditures will be funded by Mosquito Control’s approved fiscal 2026 budget.

Further, appoint a committee to review the proposal submittals from the person shown below, their designee, or other persons as determined by the Court.

Commissioner Ryan Cade, Commissioner Precinct Two
Fran Henderson, Mosquito Control
Tiffany Walker, Mosquito Control
Casey Greathouse, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **12/9/2025**

Award RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

Upon recommendation of the evaluation committee, award “RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients” to the highest ranked vendors per the attached summary, who submitted the best offer meeting our specifications and scope of work.

In addition, services will utilize funding from the FEMA Harvey Disaster Funding Program.

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 #25-59 Award Summary

A total of five hundred and thirty-eight (538) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were seventy-three (73) document takers resulting in 9 (9) submissions, with one (1) elimination.

Per the recommendation of the evaluation committee, award "RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients" to the highest ranked vendors, as shown below, who submitted a best offer meeting our specifications and scope of work.

In addition, United Pro Constructions LLC of Sugar Land, Texas was eliminated as they did not submit the required Attachment B Vendor Response.

Elevation
James W. Turner Construction, Ltd of Tomball, Texas
DSW Homes, LLC of Friendswood, Texas
Comal Design Group of Katy, Texas

Reconstruction
Ducky Recovery, LLC of Harahan, Louisianna
DSW Homes, LLC of Friendswood, Texas
ARES Construction, LLC of Baytown, Texas
Brydson Services, LLC dba Excello Homes of Beaumont, Texas

Evaluation committee:

Joe Ripple, Floodplain Director
Gerald Hendrick, Construction Manager
Haley Leeper, Auditing Office
Natasha Stulberg, Purchasing (non-voting member)

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365buildersllc.ops@gmail.com
365paving@gmail.com
725solutions@gmail.com
915handymanep@gmail.com
aaron@6cconstruction.com
acoolidge@broderickdean.com
adamr@mastermindfacilityservices.com
Admin@berryrhomes.com
admin@djhexpress.com
admin@globebuilders.com
admin@heservices-llc.com
admin@highrisellc.com
admin@k3salesandservices.com
admin@skylinedevelopmenttx.com
admin@trepicllc.com
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agarza@vsstx.net
agchristway@att.net
agreen@foremostrc.com
agreenwood@ccsinctx.com
Airika@gbuildllc.com
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bholman@occupationalsafetysolutions.com
bhubbard@slsco.com
bid@mkprimecommercial.com
bids@hqsconstruction.com
bids@mathurinllc.com
bids@skylerdesignbuild.com
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bjones@coxjones.com
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blueprintworkforce@gmail.com
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cody@rmqconst.com
Coleman@lastcallcontractingservices.com
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contact@ipray4umin.org
contact@russgreenproperties.com
contact@texasbuildpro.com
contactus@axelconsult.com
contactus@skylerdesignbuild.com
contactus@thetahargroup.com
cori@mckenziejackson.net
courtney@seneca-construction.com
cs@1stconstructiontrades.com
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ReyesTaylorConstruction@gmail.com
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rgmtexas7@gmail.com
rgon0622@gmail.com
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rinpleng19@gmail.com
RJ@WEBUILDTX.COM
rjmunizremodeling@gmail.com
rlcontractorsus@gmail.com
Rmellado@Fultonconst.com
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25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients

Scoring Summary

	Total	Elevation:Experience & Qualifications	Elevation: Capabilities & Capacities	Elevation: Methodology	Elevation:References	Elevation:Warranties
Supplier	**100**	**/ 35**	**/ 20 pts**	**/ 15 pts**	**/ 20 pts**	**/ 10 pts**
TURNER	99	35	19.67	15	19.33	10
DSW	92	30	18.33	15	18.67	10
COMAL	91	31.33	16.67	14.67	18.33	10

25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients

Scoring Summary

	Total	Reconstruction: Experience & Qualifications	Reconstruction: Capabilities & Capacities	Reconstruction: Methodology	Reconstruction: References	Reconstruction:Warranties
Supplier	100	/ 40	/ 25	/ 15 pts	/ 10 pts	/ 10 pts
DUCKY	97	39	23.67	14.33	10	10
NEW LIFE	83.337	31	21.67	13	7.667	10
DSW	98	38.67	24.33	15	10	10
ARES	90.993	35	23.33	13.33	9.333	10
BRYDSON/EXCELLO	91.666	36	23	15	8.333	9.333

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **12/9/2025**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **12/9/2025**

Consultation with Attorney Regarding Detention Center

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **12/9/2025**

Discussion of Tax Abatement