# BRAZORIA COUNTY COMMISSIONERS COURT

## MINUTES

**BE IT REMEMBERED THAT ON JUNE 9, 2026, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.**

### A. CALL TO ORDER

This meeting was called to order at 9:02 AM.

### B. ROLL CALL

| | |
|---|---|
| **Present:** | Judge L.M. "Matt" Sebesta Jr.<br>Commissioner Jay Burridge<br>Commissioner Stacy L. Adams<br>Commissioner David R. Linder<br>County Clerk Joyce Hudman |
| **Absent:** | Commissioner Ryan Cade |

### C. INVOCATION & PLEDGE OF ALLEGIANCE BY JUDGE SEBESTA

### D. APPROVAL OF MINUTES

**D.1.** Commissioners Court Special Session - May 26, 2026 9:00 AM

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

## E. PUBLIC APPEARANCES

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

## F. PROCLAMATIONS/RESOLUTIONS

**F.1.** Proclamation - Elder Abuse Awareness Month

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

## G. FORMAL REPORTS AND APPEARANCES - NONE

## H. CONSENT

PASSED THE CONSENT AGENDA

| | |
|---|---|
| **RESULT:** | PASSED THE CONSENT AGENDA |
| **MOVER:** | Stacy L. Adams |
| **SECONDER:** | David R. Linder |
| **AYES:** | Judge Sebesta Jr., Commissioner Burridge, Commissioner Adams, and Commissioner Linder |

### County Judge

**H.1.** Re-Appointment of the City of Iowa Colony Tax Increment Reinvestment Zone Board Member

### District Attorney

**H.2.** Brazoria County Fair Association Agreement

### Airport

**H.3.** Agreement to Extend the Term of the Concession and Lease Agreement with Avis Budget Car Rental, LLC

**Auditor**

**H.4.** Payment of Bills

**H.5.** Annual Financial Report for Brazoria County Emergency Services District No. 4

**H.6.** Record Budget for Other Funds

**H.7.** FY 2026: Line Item Transfers

**H.8.** Annual Financial Report for Brazoria County Emergency Services District No. 2

**H.9.** Grant Application - FY25 State Criminal Alien Assistance Program

**CDBG/HUD/Welfare Department**

**H.10.** Amendment to 2025 Annual Action Plan

**H.11.** Public Facility Agreement City of Danbury

**H.12.** Brazoria County Community Development Block Grant - Mitigation

**Engineer**

**H.13.** Interlocal Agreement with Houston-Galveston Area Council (H-GAC)

**H.14.** Final Acceptance of Roads - Orchard Park Lane Phase 1 Street Dedication - Abstract 417 (Precinct 4)

**H.15.** Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

**Health**

**H.16.** Department of State Health Services (DSHS) Contract No. HHS001308700001 Amendment No. 4

**Human Resource**

**H.17.** Cell Phone Stipend - Environmental Health

**H.18.** Section 115 Post-Employment Benefit Trust Funding Policy

**Information Systems**

**H.19.** AT&T Firstnet Agreement

**Library**

**H.20.** Donation of American Flag with Pole and Base to the Brazoria County Library System

Action taken separately from Consent.

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

**Museum**

**H.21.** Out of State Travel

**Parks**

**H.22.** Utilize Gulf of Mexico Energy Security Act (GOMESA) Funding for Emergency Storm Shutter Replacement at Quintana Park Office

**H.23.** Donation from the Gulf Coast Home School Group

**Purchasing Department**

**H.24.** Renew RFP #22-43 Generator Service and Emergency Rental

**H.25.** Amendment No. 1 ITB #26-05 Oils and Lubricants

**H.26.** Renew RFP #23-49 Environmental Services for Community Development Block Grant, HOME Investment Partnership Program, HOME-American Rescue Plan and Emergency Solutions Grant Program Projects

**H.27.** Advertise Bids for Cutting Tools - Bullet Teeth

**H.28.** Amendment No. 2 ITB #22-05 Cutting Tools - Bullet Teeth

## I. DISCUSSION

**County Judge**

**I.1.** Resolution Regarding the Development of Data Centers and Related Facilities in the State of Texas

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|---|---|
| **RESULT:** | APPROVED |
| **MOVER:** | L.M. "Matt" Sebesta Jr. |
| **SECONDER:** | David R. Linder |
| **AYES:** | Judge Sebesta Jr., Commissioner Burridge, Commissioner Adams, and Commissioner Linder |

**Commissioner Precinct 3**

**I.2.** Criminal Justice Coordinating Council (CJCC)

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

**Environmental Health**

**I.3.** Discussion of Department of State Health Services (DSHS) Mobile Food Vendor Agreement

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|---|---|
| **RESULT:** | FAILED FOR LACK OF MOTION |

**Purchasing Department**

**I.4.** Award RFP #26-07 E-Content Material (Resources) for the Library

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

**I.5.** Award CSP #26-49 CR 179 Bridge Repair

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

**I.6.** Solicit Proposals for Concrete Pavement Repairs Bar X - Phase VI

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

**I.7.** Award CSP #26-51 Quintana Beach Park - Septic, Electrical and Loop Road

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

**I.8.** Advertise Request for Proposal for Section 115 Post-Employment Benefit Trustee and Custodial Account

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

**I.9.** Reject Proposals for CSP #26-52 Hastings Phase II Roadways and Drainage Improvements Project

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

**I.10.** Solicit Proposals for Section 115 Post-Employment Benefit Trust Fund Investment Manager

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

**I.11.** Award RFP #26-48 Acquisition of a Liquid Chromatograph - Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab

Agenda Item pulled for later date.

| | |
|---|---|
| **RESULT:** | PULLED FROM AGENDA |

**Department Heads**

## J. CLOSED MEETING

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

At 10:43 a.m. Commissioners Court entered into Closed Session.
At 11:39 a.m. Commissioners Court was again in open session with all members present. As no further matters were to be had, Judge Sebesta recessed this Regular session of Commissioners Court at 11:44 p.m.

**Texas Govt Code 551.071**

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

**J.1.** Discuss Potential Litigation

No action taken at this time

## K. ANNOUNCEMENTS

## L. WORKSHOP - NONE

## M. RECESS

As no further matters were to be had, Commissioners Court recessed this Regular Session at 11:44 AM.

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

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. D.1.** **6/9/2026**

Commissioners Court Special Session - May 26, 2026 9:00 AM

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. F.1.** **6/9/2026**

Proclamation - Elder Abuse Awareness Month

Approve the Proclamation designating June 2026 to be Elder Abuse Awareness Month in Brazoria County.

# PROCLAMATION

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this county by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

WHEREAS, there were 125,382 reports of abuse to older adults and people with disabilities in Texas in 2025; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby proclaim the month of June 2026 to be

## ELDER ABUSE AWARENESS MONTH

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

APPROVED this 9th day of June, 2026.

_____

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

# PROCLAMATION

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this county by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

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## ELDER ABUSE AWARENESS MONTH

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

APPROVED this 9th day of June, 2026.

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

Commissioner, Precinct 1
Jay Burridge

"Absent"
Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 3
Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4
David Linder

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.1.** **6/9/2026**

Re-Appointment of the City of Iowa Colony Tax Increment Reinvestment Zone Board Member

Approve the re-appointment of Patrick O'Day to the Board of Directors of the City of Iowa Colony Reinvestment Zone for a two-year term, beginning May 1, 2026 ending April 30, 2028.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.2.** **6/9/2026**

Brazoria County Fair Association Agreement

Approve the attached Management Agreement between Brazoria County and The Brazoria County Fair Association, Inc.

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

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

**MASTER AGREEMENT**
**BRAZORIA COUNTY and BRAZORIA COUNTY FAIR ASSOCIATION**

This Agreement is entered into by and between Brazoria County, Texas (hereinafter referred to as the "County"), a body politic acting herein by and through its Commissioners Court and the Brazoria County Fair Association, Inc., d/b/a Brazoria County Fair Association, Inc. (hereinafter referred to as the "Association"), a Texas non-profit corporation.

WHEREAS, section 319.001 of the Texas Local Government Code authorizes a County to provide for annual exhibits of horticultural, agricultural, livestock, mineral, and other products of interest to the community; and

WHEREAS, the County desires the assistance of the Association in the oversight and the conducting of such exhibits, including, but not limited to, the use and operation of buildings and improvements at the Brazoria County Fairgrounds; and

WHEREAS, the Association desires the County to assist in conducting such exhibits, including, but not limited to, the use and operation of buildings and improvements at the Brazoria County Fairgrounds; and

NOW THEREFORE; it is mutually agreed by the parties hereto as follows:

## Section I
## Definitions

1.1 For the purpose of the Agreement, the following shall mean:

a. **Property:** The real property commonly referred to as the "Brazoria County Fairgrounds" and the improvements, fixtures, and facilities located thereon more specifically described in Exhibits A, B-1, B-2, B-3, C, and D attached hereto.

i. **County Property:** The following real property, improvements, fixtures, and facilities owned by the County: Tracts 73, 73A, 74, 74A, 75, 75A, 76, and 98 as described and shown on Exhibits A and B-1, together with **(1)** a one-acre tract out of Tract 76 designated as Tract 76A on Exhibit B-2; **(2)** the tract out of Tract 98 designated as Tract 98A on Exhibit B-2; **(3)** 2.42 acres, being an 80 foot road out of Tracts 75, 76, and 88 as shown on Exhibit B-1; **(4)** the remaining 18.79 acres in Tract 89 notwithstanding the 12.899 acres in Tract 89 as designated on Exhibit B-3; **(5)** the real property improvements, fixtures, and facilities located on these tracts, as described in Exhibit C, and **(6)** any other real property improvements, fixtures, and facilities located on the above-described tracts.

ii. **Association Property:** The following real property, improvements, fixtures, and facilities owned by the Association: Tract 88 as described and shown on Exhibits A and B-1, together with **(1)** a 4.727-acre tract west of Tract 88 designated as Tract 88A on Exhibit B-2; **(2)** a 12.899 acre tract out of Tract 89 as designated on Exhibit B-3; **(3)** the real property improvements, fixtures, and facilities located on these tracts of land, as described in Exhibit D; and **(4)** any other real property improvements, fixtures, and facilities located on the above-described tracts.

b. **Rent:** Any and all rental amounts, security deposits, and any other fees paid by tenants of the Property for use and occupation of the Property, or any portion thereof.

c. **Tenant Lease:** Any agreement between the County, the Association, and any individual, group of individuals, or entity to pay Rent in return for the use of the Property, or any portion thereof. The County, when using the Property, or any portion thereof, for a County purpose as deemed by Commissioners Court, shall be treated as any other tenant except no Rent shall be paid by the County.

d. **Arena:** The open arena located on the tract of land designated as Tract 88 on Exhibits A and B-1 with seating used for horse shows, roping competitions, and rodeo events.

e. **Barns:** Livestock buildings erected west of the Arena. These buildings include a livestock barn, three cattle barns, a show arena, and a scramble barn.

f. **Repairs:** The restoration of property, including improvements, fixtures, and facilities, to sound condition after damage or injury.

g. **Maintenance:** Keeping property, including improvements, fixtures, and facilities, in proper condition, i.e. the activity involved in maintaining something in good working order. This term includes labor only and does not include the purchase or provision of materials.

h. **Clean-Up:** Buildings, barns, and arena being "broom cleaned" and in good order as existed at the commencement of the lease term.

i. **County Fair Period:** The month of the year in which the Association conducts the Brazoria County Fair. The Brazoria County Fair is typically held in the month of October.

## Section II
## Term

2.1 The term of this Agreement commences on July 1, 2026, and expires June 30, 2028, provided that the term of the Agreement may be extended for one (I) year upon written notice of either party to the other party not later than 30 days before the lease term ends or a shorter period by agreement of the parties. The term of this Agreement is subject to termination by either party upon giving a 9-month written notice to the other party, unless termination is due to a breach of the Agreement by either party. If the Agreement is breach, the offended party may deliver a written notice of breach and initiate a 90-day period correction. If breach is not corrected within the 90-day period, the offended party may accelerate termination by giving 3-months written notice of cancellation. Should the parties neglect to renew this agreement, it shall continue in force on a month to month basis. Unless by express order of a majority vote of Commissioners Court , this contract shall not be terminated 180 days before or during Fair (The annual Brazoria County Fair and Livestock (Fat) Show).

## Section III
## Party Representatives

3.1 **County Fairgrounds Representative:** The County designates its Fairgrounds Manager as the County's representative (the "County Fairgrounds Representative"). The County shall have the right, from time to time, to change the County Fairgrounds Representative by giving the Association written notice thereof. Unless otherwise determined by the Brazoria County Commissioners Court, with respect to any action, decision, or determination which is to be taken or made by the County under this Agreement, the County Fairgrounds Representative may take such action or make such decision or determination or shall notify the Association in writing for a response or action. However, the County Fairgrounds Representative shall not have any right to modify, amend, or terminate this Agreement. The current County Fairgrounds Representative is, Randy Rhyne.

3.2 **Association Fairgrounds Representative:** The Association designates the Fair Manager as the Association's representative (the "Association Fairgrounds Representative"). The Association shall have the right, from time to time, to change the Association Fairgrounds Representative by giving the County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by the Association under this Agreement, the Association Fairgrounds Representative may take such action or make such decision or determination or shall notify the County in writing for a response or action. However, the Association Fairgrounds Representative shall not have any right to modify, amend, or terminate this Agreement.

## Section IV
## Duties & Responsibilities

4.1 **Collection of Rent:**

a. The County shall collect and enforce the collection of all Rent due for County Property.

b. The Association shall collect and enforce the collection of all Rent due for Association Property.

c. In the event that a tenant leases both County Property and Association Property, the County shall collect and enforce the collection of all Rent due to

the County and the Association shall collect and enforce the collection of all Rent due to the Association.

4.2 **Tenant Leases, Maintenance and Other Matters:**

a. In the event of a Tenant Lease of the Property in its entirety, Rent shall be established at an amount agreed upon by the Association and the County. Rental amounts will be allocated between the Association and the County according to a negotiated tenant agreement between the County, the Association, and the tenant. The County shall assist the Association with set-up of the Arena and Barns for Tenant Leases. Panels shall be the responsibility of the Association and the tenant for Tenant Leases.

b. In consideration of the covenants, agreements, and conditions set forth herein, the County shall pay no Rent when the County is a tenant or any portion of the Property that is used for a County purpose. However, when the County uses the Property, any third-party user operating as part of such use by the County must execute and are subject to the terms and conditions of the Tenant Lease.

c. The Association shall be responsible for all Repairs to the Arena and improvements described in Exhibit D. The County shall perform Maintenance on the Arena and improvements listed in Exhibit D upon written request to the County Fairgrounds Representative.

d. The County shall assist the Association with clean-up of the Property upon written request by the Association to the County Fairgrounds Representative.

e. The County agrees to allow the Association and/or its designee(s) to acquire the proper license(s) or permit(s) for the sale or distribution of beer, wine or liquor on premises on the Property and to negotiate soft drink contracts for sales or distribution on the Property.

f. The Brazoria County Commissioners Court may review any approval or denial for the use of the County Property, or any other decision or action by the County Fairgrounds' Representative, and Commissioners' Court shall have the final authority as to any decision or action taken by the County Fairgrounds Representative.

g. The Association shall furnish cleaning materials and supplies for the County Fair Period. The County shall furnish cleaning materials and supplies for all other months of the year.

h. The County shall be responsible for all Repairs and Maintenance of County Property, with the exception of Repairs of damage caused by the Association.

i. The Association shall be responsible for all costs related to rental of dumpsters and removal of trash from dumpsters.

j. By or before the last day of October in the year the Fair is held, the Fair Association must have the grounds returned to the same or better condition than it was prior to the beginning of the Fair

4.3 **Tenant Matters**:

a. The County Fairgrounds Representative shall handle tenant concerns and complaints regarding County Property.

b. The Association Fairgrounds Representative shall handle tenant concerns and complaints regarding Association Property.

c. The County Fairgrounds Representative and the Association Fairgrounds Representative shall jointly handle tenant concerns and complaints concerning the Property in its entirety or tenant issues not specific to County Property or Association Property.

4.4 **Payment of Utilities**:

a. The Association shall provide and pay for the telephone system used by the Association.

b. The Association shall pay for water and sewer charges for the County Fair Period. The County shall pay for water and sewer charges during the other months of the year.

c. The Association shall be responsible for all electrical usage charges incurred

on the Property during the County Fair Period and shall reimburse the County for those charges incurred during said time period. The initial reading of the meter shall occur on the first business day of the County Fair Period. Final reading shall occur on the first business day following the County Fair Period. The Association will pay for electrical usage year round on the Fair Office.

d. In the event of damage to any electrical equipment, air conditioning, or coolers caused by the activities of a tenant, such tenant shall forfeit any deposit. Forfeited deposits shall be paid to whichever party owns the damaged equipment. The forfeiture of a deposit does not limit the remedies available to the County or Association against a tenant.

4.5 **Liability Insurance:**

The Association shall, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Property, and the business operated by the Association, in which the limits of commercial general liability shall not be less than $1,000,000.00 per occurrence. The policy shall name the County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. The insurance shall be with a company acceptable to County and a copy of the policy or certificate of insurance shall be delivered to the County on the date hereof.

4.6 **Brazoria County Fair:**

a. During the County Fair Period, the Association shall have exclusive, uninterrupted access (including ingress and egress) of the Property, to conduct the County Fair, in accordance with the terms of this Agreement. The Association shall have the sole, continuous, and exclusive right to use, occupy, possess, enjoy, and control the Property on each entire day during the County Fair Period, subject to the County's access to the County's facilities (provided that such access by the County does not interfere with the Association's use and enjoyment of the Property). The Association may (i) stage activities attendant to the County Fair anywhere on the Property, excluding County office spaces and reserved parking areas on County

Property, (ii) cook and otherwise prepare and consume food and beverages at the Fairgrounds in accordance will all applicable rules and regulations, and (iii) set up tents, booths, and other temporary facilities of any kind or nature on the Property. The Association will not have access to the County Storage Building during the County Fair Period.

b. The Association shall retain all income derived from the annual Brazoria County Fair.

## Section V
## Limitation of Liability and Indemnity

5.1 Notwithstanding any provision of this Agreement to the contrary, the Association waives and releases any and all rights of recovery, claims, actions, or causes of action against the County and its officials, agents, employees, servants, and invitees for any loss or damage that may occur to the Property, or any improvements thereto. The Association agrees that it will **indemnify, release, and hold harmless** the County from and against all suits, claims, and actions of every kind by reason of any breach, violation, or non-performance of any term or conditions on the part of the Association hereunder. Association shall **indemnify, release, and hold harmless** County, its successors, assigns, agents, officials and employees, from and against any and all claims, demands, losses, damages, causes of action, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, and including injury to or death of any person, or for damage to any property, in any way arising out of or in connection with the negligent or willful acts or omissions of the Association, its agents, employees, or persons operating under the Association in the use of the Property. This paragraph is for the benefit of the County on the Property only, and no right of action shall accrue hereunder to any third party by way of subrogation or otherwise. The foregoing sentence shall not be effective, however, if the result is to invalidate any fire, casualty, commercial general liability, or other liability insurance policy.

## Section VI
## County Employees

6.1 The County retains sole discretion regarding hiring, termination, discipline, and working conditions of all County employees at the Property.

6.2 Employees of the County may perform services for the Association upon written

request submitted to the County Fairgrounds Representative. Only officers of the Association can authorize services to be billed under this provision. The Association may be billed monthly, by the County Auditor, based on the time spent for the Association work by each County employee. The calculation of pay shall be based on the County employees' regular rate of pay plus overtime rate. The Association agrees to reimburse the County for such services at the County employee's overtime rate including benefits. The Association shall specify the hours and personnel needed in the request for County employees. The Association shall be billed for services provided outside the employee's normal maintenance functions for the County.

6.3 County employees and contractors shall have access to the Property in its entirety for the purposes of performing maintenance work that may be required by the County or Association.

6.4 County owned equipment shall be used or operated only by County employees. Request for assistance by the Association shall be made in writing to the County Fairgrounds Representative.

6.5 County employees are not responsible for handling or transporting money for the Association. No County employee shall be responsible for Association funds, or for transporting or handling beer or liquor at Association events.

## Section VII
## Association Fundraising

7.1 Subject to availability, the Association may use the Property free of charge for fundraising so long as proceeds are used directly for the Brazoria County Fair Association and/or scholarship fund.

7.2 No capital improvement projects can be commenced by the Association on the Property without the prior approval of the Brazoria County Commissioners Court.

## Section VIII
## Assignments

8.1 The Association shall not assign this Agreement without prior written approval of the Brazoria County Commissioners Court.

## Section IX
## Other Agreements

9.1 This Agreement constitutes the sole and only Agreement between the parties relating to the subject matter described herein.

## Section X
## Independent Contractor/No Co-Partnership

10.1 **Independent Contractors**

a. It is agreed by the parties that at all times and for all purposes hereunder the Association is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be interpreted as to entitle Association members, personnel, agents, or volunteers to any of the rights, privileges, or benefits of the County employees.

b. The Association is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

10.2 **No Co-Partnership**

a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Association (including its officers, employees, and agents) the agents, representative, or employee of the County for any purpose, or in any manner, whatsoever.

## Section XI
## Severability

11.1 **Severability:** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phase of this Agreement is for any reason held to be contrary to law, or contrary to any rule of regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement immediately upon the delivery of written notice of termination by the other

party.

## Section XII
## Entire Agreement: Required of a Writing

12.1 **Entire Agreement**: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

## Section XIII
## Compliance with Laws and Regulations

13.1 **Compliance with Laws:**

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

b. Notwithstanding any other provision in this contract, in providing all services pursuant to this Agreement, the Association shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statues, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this contract immediately upon delivery of written notice to the Association.

## Section XIV
## Notices

14.1 **Notices:** Other than notices communications, and other communications required under this Agreement to be provided to the County Fairgrounds Representative or the Association Fairgrounds Representative, all notices, correspondence, and other communications shall be addressed to the following:

**Brazoria County**
ATTN: Brazoria County Judge
237 E. Locust, Suite 301
Angleton, Texas 77515

**Brazoria County Fair Association**
ATTN: President Brazoria County Fair Association
P.O. Box 818,
Angleton, Texas 77516

| **BRAZORIA COUNTY, TEXAS** | **BRAZORIA COUNTY FAIR ASSOCIATION** |
|---|---|
| _____ | _____ |
| L.M. "Matt" Sebesta, Jr.<br>County Judge<br>Brazoria County, Texas | President<br>Brazoria County Fair Association |
| Date:_____ | Date:_____ |

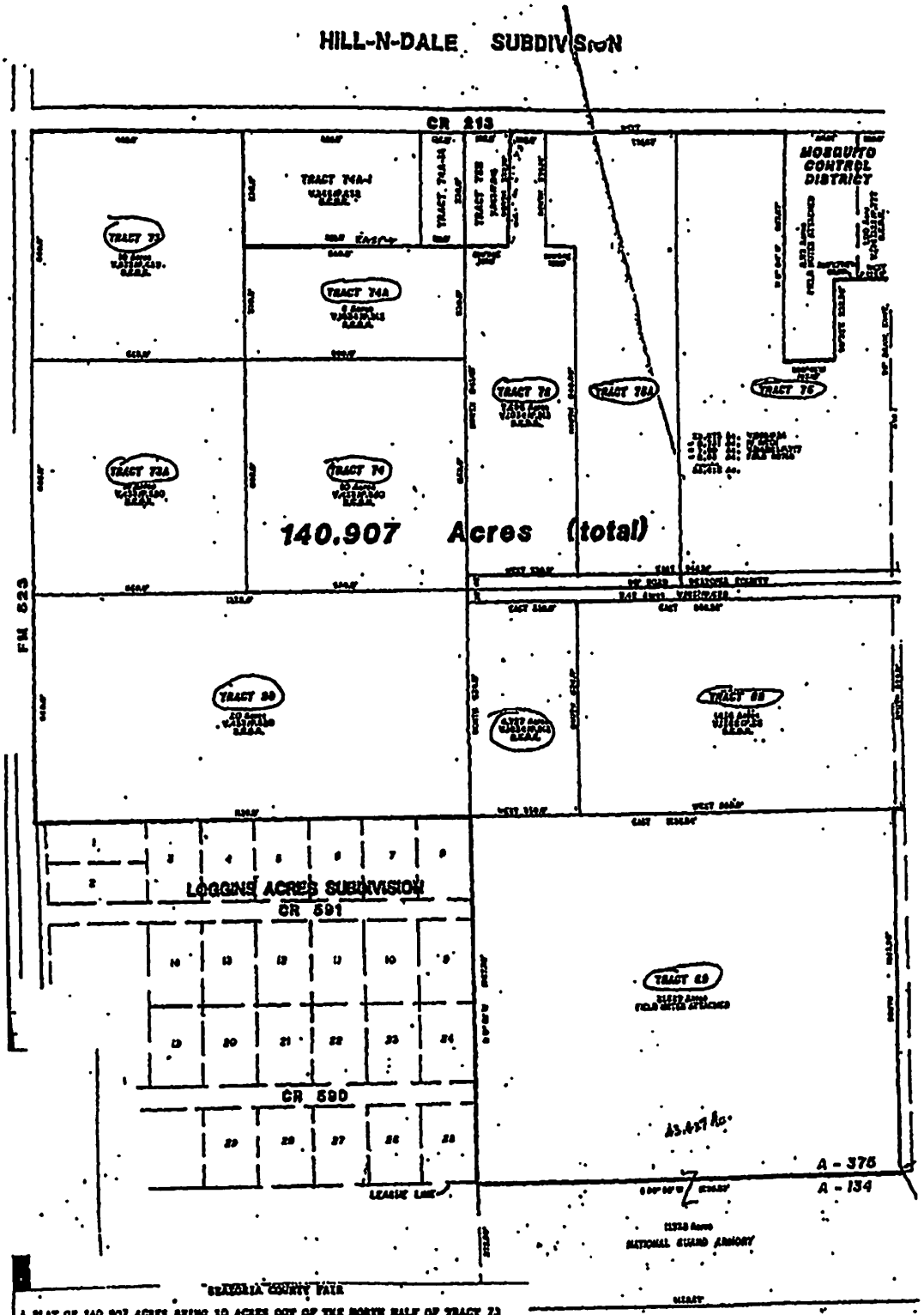
# EXHIBIT A

**REAL PROPERTY COMPRISING**

**THE BRAZORIA COUNTY FAIRGROUNDS**

140.907 ACRES BEING 10 ACRES OUT OF THE NORTH HALF OF TRACT 73 (VOLUME 873, PAGE 489, BRAZORIA COUNTY DEED RECORDS), 10 ACRES OUT OF TRACT 74 (VOLUME 433, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 5 ACRES OUT OF TRACT 74A (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 7.899 ACRES OUT OF TRACT 75 (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 20 ACRES BEING TRACT 98 (VOLUME 433, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 4.727 ACRES OUT OF TRACT 88 (VOLUME 1034, PAGE 913, BRAZORIA COUNTY DEED RECORDS), 14.16 ACRES OUT OF TRACT 88 (VOLUME 1269, PAGE 25, BRAZORIA COUNTY DEED RECORDS), 2.42 ACRES BEING AN 80 FOOT ROAD OUT OF TRACTS 75, 76, AND 88 (VOLUME 1031, PAGE 398, BRAZORIA COUNTY DEED RECORDS), 31.689 ACRES OUT OF TRACT 89, AND 25.012 ACRES OUT OF TRACTS 75 AND 76 BEING A 29.673 ACRE TRACT (VOLUME 1269, PAGE 24, BRAZORIA COUNTY DEED RECORDS) LESS 0.731 ACRES IN A DRAINAGE DITCH AND LESS A 1.00 ACRE TRACT AND A 2.93 ACRE TRACT AS OCCUPIED BY THE BRAZORIA COUNTY MOSQUITO CONTROL OFFICE, ALL BEING OUT OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS.

# EXHIBIT B-1



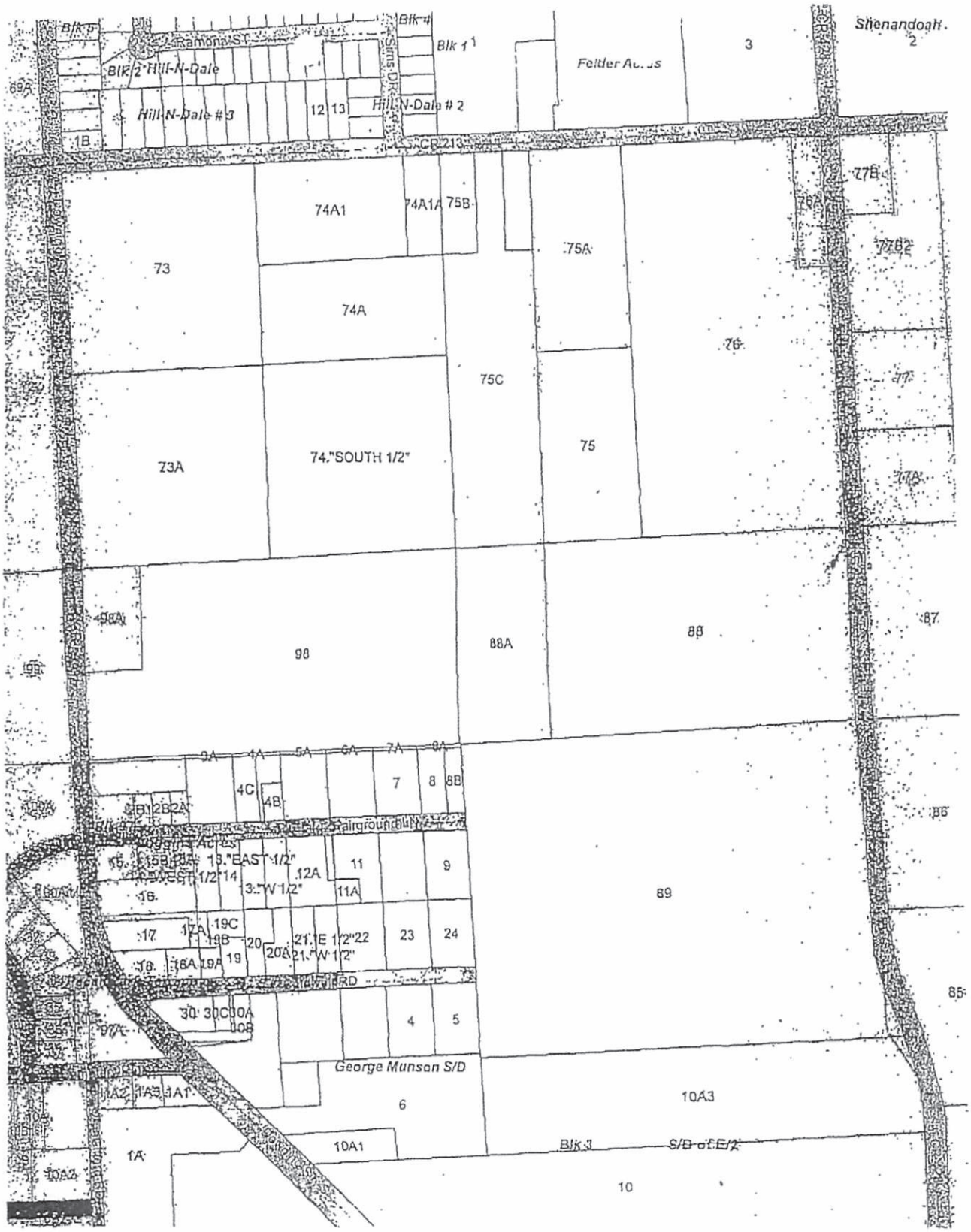

A PLAT OF 140.907 ACRES BEING 10 ACRES OUT OF THE NORTH HALF OF TRACT 73 (VOLUME 523, PAGE 489, BRAZORIA COUNTY DEED RECORDS), 10 ACRES OUT OF TRACT 73A (VOLUME A33, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 50 ACRES OUT OF TRACT 74 (VOLUME A33, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 3 ACRES OUT OF TRACT 74A (VOLUME 1034, PAGE 913, BRAZORIA COUNTY DEED RECORDS), 7.895 ACRES OUT OF TRACT 75 (VOLUME 1034, PAGE 913, BRAZORIA COUNTY DEED RECORDS), 20 ACRES BEING TRACT 91 (VOLUME 433, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 4.727 ACRES OUT OF TRACT 88 (VOLUME 1034, PAGE 913, BRAZORIA COUNTY DEED RECORDS), 14.16 ACRES OUT OF TRACT 88 (VOLUME 1249, PAGE 24, BRAZORIA COUNTY DEED RECORDS), 2.42 ACRES BEING AN 80 FOOT ROAD OUT OF TRACTS 75, 76 AND 89 (VOLUME 1031, PAGE 898, BRAZORIA COUNTY DEED RECORDS), 31.689 ACRES OUT OF TRACT 89, AND 25.012 ACRES OUT OF TRACTS 75 AND 76 BEING A 29.673 ACRE TRACT (VOLUME 1249, PAGE 24, BRAZORIA COUNTY DEED RECORDS) LESS 0.731 ACRES IN A DRAINAGE DITCH AND LESS A 1.00 ACRE TRACT AND A 2.93 ACRE TRACT AS OCCUPIED BY THE BRAZORIA COUNTY MOSQUITO CONTROL OFFICE, ALL BEING OUT OF THE BRYAN AND HILLE SUBDIVISION OF THE T.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS.

47-6841 11-17-83

EXHIBIT B-1

PREPARED BY:
RANDY L. STROUD,
REGISTERED PUBLIC SURVEYOR,
LICENSE #2112

# EXHIBIT B-2




Terra Trac - 2006 - tax office

EXHIBIT B-2

# EXHIBIT B-3

# Randy L. Stroud, P.E.

*Civil Engineer and Land Surveyor*

201 South Velasco
Angleton, Texas 77515
(979) 849-3141 Fax # (979) 849-9444

Randy L. Stroud, PE
RPLS #2112

Brian G. Fambrough
RPLS # 6017


FIELD NOTES OF A 12.899 ACRE TRACT OUT OF A 31.689 ACRE TRACT OUT OF A 43.427 ACRE TRACT OUT OF TRACT 89 OF THE BRYAN AND KIBER SUBDIVISION IN THE I. T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS; SAID 43.427 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN VOLUME 1722, PAGE 677 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 12.899 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found marking the Northwest corner of said Tract 89 and the Southwest corner of Tract 88 of the Bryan and Kiber Subdivision in the I. T. Tinsley Survey, Abstract 375, Brazoria County, Texas;

THENCE; East (Reference Bearing) 125.00 feet, along the South line of said Tract 88, the North line of Tract 89, and the North line of said 31.689 acre tract, to a ½" iron rod set for the place of beginning of the herein described tract;

THENCE; East 1168.54 feet, along the North line of Tract 89 and the North line of said 31.689 acre tract, to a ½" iron rod found marking the Northeast corner of said 31.689 acre tract; said rod being in the West line of a 25 foot drainage easement;

THENCE; South, along the East line of said 31.689 acre tract and the West line of said 25 foot drainage easement, for a distance of 480.84 feet to a ½" iron rod set for corner;

THENCE; West 1168.54 feet to a ½" iron rod set for corner;

THENCE; North 480.84 feet to the place of beginning.

Said tract therein containing 12.899 acres of land.

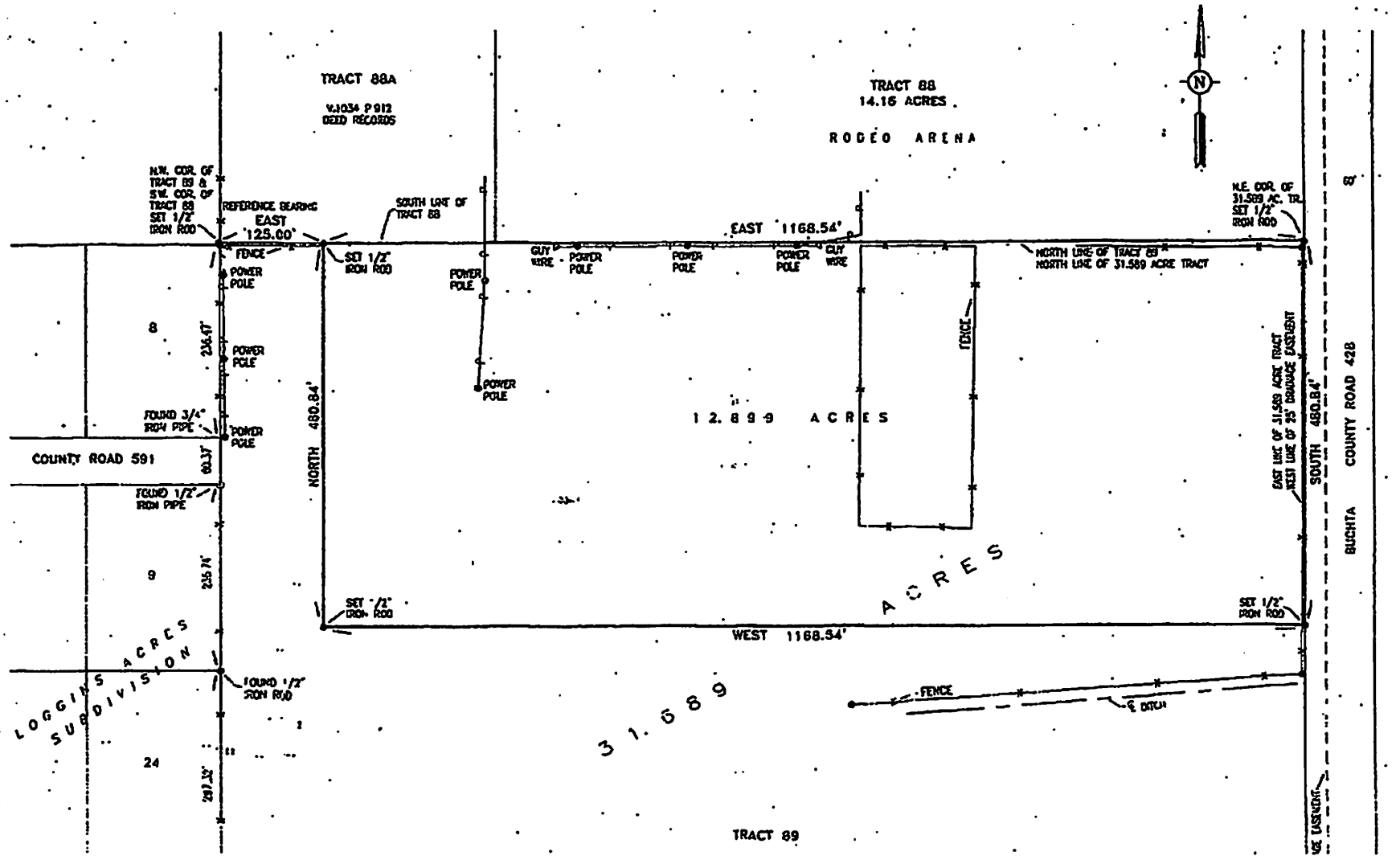
Certified Correct: Randy L Stroud

Randy L. Stroud, P. E. Registered Professional Land Surveyor #2112

*See attached plat.
** All ½" iron rods set for this survey have a plastic cap stamped "RPLS 2112 - RPLS 6017"

4T 25933
May 28, 2010
fn88.8




TRACT 88A
V.1034 P.912
DEED RECORDS
TRACT 88
14.16 ACRES
RODEO ARENA
N.W. COR. OF TRACT 89 & S.W. COR. OF TRACT 88 SET 1/2" IRON ROD
REFERENCE BEARING EAST 125.00'
SOUTH LINE OF TRACT 88
EAST 1168.54'
N.E. COR. OF 31.589 AC. TR. SET 1/2" IRON ROD
FENCE
SET 1/2" IRON ROD
POWER POLE
GUY WIRE
NORTH LINE OF TRACT 88 NORTH LINE OF 31.589 ACRE TRACT
8
236.47'
FOUND 3/4" IRON PIPE
COUNTY ROAD 591
60.37'
FOUND 1/2" IRON PIPE
NORTH 480.84'
12.899 ACRES
EAST LINE OF 31.589 ACRE TRACT WEST LINE OF 25' DRAINAGE EASEMENT
SOUTH 480.84'
BUCHTA COUNTY ROAD 428
9
235.76'
SET 1/2" IRON ROD
WEST 1168.54'
LOGGINS ACRES SUBDIVISION
FOUND 1/2" IRON ROD
24
297.32'
31.589 ACRES
FENCE
E DITCH
TRACT 89

# EXHIBIT C

**REAL PROPERTY IMPROVEMENTS AND FIXTURES OWNED**

**BY BRAZORIA COUNTY AT THE**

**BRAZORIA COUNTY FAIRGROUNDS**

All improvements and fixtures located upon County Property, including, but not limited to, the following:

Administrative Building
Auditorium
Cattle Barn and Livestock Offices
Swine Barn
Ticket Booths[1]
Press Room
Commercial Exhibits Building
Concession Row[2]
Halls of Exhibit (the "Blue Building")
Red Barn Market Area/Restrooms
Teen Center
BBQ Building
Heifer Barn
Poultry Barn
The Club
Student Art and Photo Building
Pauline Bonneau Sebesta Extension Education Association Building
Facility and Service Storage Building
Facility and Service Shop
W.F. Gonzales Pavilion
Warehouse(s)
Brick Concession Buildings
Canopies

[1] The ticket booth located at Gate 3 of the Fairgrounds is owned by the Brazoria County Fair Association.

[2] The personal property inside the improvements referred to as "Concession Row" is owned by the Brazoria County Fair Association.

# EXHIBIT D

**REAL PROPERTY IMPROVEMENTS AND FIXTURES OWNED**

**BY THE BRAZORIA COUNTY FAIR ASSOCIATION AT THE**

**BRAZORIA COUNTY FAIRGROUNDS**

All improvements and fixtures located upon Association Property, including, but not limited to, the following:

| | |
|---|---|
| Tract 75: | Ticket Booth |
| Tract 88A: | Judging Booth<br>Miscellaneous Buildings |
| Tract 88: | Rodeo Arena<br>Concession-Area Structures<br>Ticket Booth<br>Restrooms<br>Practice Arena |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.3.** **6/9/2026**

Agreement to Extend the Term of the Concession and Lease Agreement with Avis Budget Car Rental, LLC

The County hereby authorizes the agreement to extend the term of the Concession and Lease Agreement with Avis Budget Rental, LLC for the lease of the property at the Texas Gulf Coast Regional Airport.

The County Judge is hereby authorized to sign said Agreement after final review by the District Attorney's Office.

TEXAS GULF COAST REGIONAL AIRPORT
BRAZORIA COUNTY

April 28, 2026

***Via Certified Mail, Return Receipt Requested***
Avis Budget Car Rental, LLC
Attn: Properties Department
6 Sylvan Way
Pasippany, New Jersey 07054

**Re: Extension of Concession and Lease Agreement between Brazoria County, Texas and Avis Budget Car Rental, LLC**

Dear Sir/Madam,

This letter serves as an agreement to extend the term of the "Concession and Lease Agreement" between Brazoria County, Texas ("the County") and Avis Budget Car Rental, LLC ("Avis"), executed August 7, 2023, and attached hereto as Exhibit "1" (the "Agreement").

The County and Avis hereby mutually agree to exercise a one-year extension of the Agreement term pursuant to Paragraph 2 of the Agreement. The extended term of the Agreement shall commence on the July 1, 2026, and shall continue through June 30, 2027.

The County and Avis further agree that, during the extended term of the Agreement, Avis shall pay a Lease Rate to the County pursuant to Paragraph 3(A) of the Agreement in the amount of $1470.00 per month. Avis shall pay Concession Rates and Water/Sewer Services charges as stated in Paragraphs 3(B) and 3(C) of the Agreement.

In all other respects, except as agreed herein, the Agreement shall remain in full force and effect.

If this letter agreement is satisfactory to Avis, please indicate your acceptance thereof by signing below and returning the attached original of this letter to the attention of Jeff Bilyeu, Aviation Director, Texas Gulf Coast Regional Airport, 8000 Airport Way, Angleton, Texas 77515.

Sincerely,

Jeff Bilyeu
Aviation Director

8000 Airport Way, Angleton, TX 77515
Phone (979) 849-5755 · Fax (979) 848-1428
www.flylbx.org

Agreed to and executed on the dates as set out below:

**AVIS BUDGET CAR RENTAL, LLC**

By: 
Name: JEFFREY LUNA
Title: VICE PRESIDENT

5/6/26
DATE

**BRAZORIA COUNTY, TEXAS**

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

_____
DATE

# Exhibit 1

# TEXAS GULF COAST REGIONAL AIRPORT
# CONCESSION AND LEASE AGREEMENT

| | |
|---|---|
| **STATE OF TEXAS** | § |
| | § |
| **COUNTY OF BRAZORIA** | § |

This Concession and Lease Agreement (the "Agreement") is made and entered into by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its Commissioners Court, herein referred to as the "County," and AVIS BUDGET CAR RENTAL, LLC, hereinafter referred to as "Avis."

**1. LEASED PREMISES/USE OF AIRPORT.** In consideration of the mutual covenants and agreements herein, the County leases to Avis and Avis leases from the County the exclusive right to use and occupy approximately 350 square feet of space in the main terminal building of the Texas Gulf Coast Regional Airport (the "Airport") as described in Exhibit "1" to this Agreement. Avis shall be entitled to use approximately 1840 square feet of space for vehicle processing and fueling as described in Exhibit "2" to this Agreement. Avis shall also be entitled to use Airport parking space sufficient to accommodate fifty (50) vehicles as described in Exhibit "3" to this Agreement. Ten (10) spaces will be located in the terminal building parking lot. The remaining forty (40) spaces, ten (10) of which are designated as rental pickup spaces, will be located in the terminal building overflow lot. Exhibit "1", Exhibit "2", and Exhibit "3" are attached hereto and incorporated herein as part of this Agreement and collectively are referred to as the "Leased Premises". Avis shall also possess the non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary and mutually agreed upon, subject to Airport rules and regulations, provided that Avis's exercise of such right shall not impede or unduly interfere with the operation of the Airport by the County, its tenants, customers, and other authorized occupants.

**2. TERM.** This Agreement shall become effective on July 1, 2023, and shall continue, unless sooner terminated in accordance with this Agreement, until June 30, 2026. Prior to the expiration of the Agreement term, the parties may mutually agree in writing to extend the Agreement term one year. In the event the parties agree to extend the Agreement term, prior to the expiration of the extended Agreement term, the parties may mutually agree in writing to extend the Agreement term for an additional one-year term.

**3. LEASE/CONCESSION RATES.** In consideration of the mutual covenants and agreements herein, Avis shall pay the County the following:

(A) Lease Rates.

- Agreement Years One and Two: one thousand three hundred dollars and no cents ($1300.00) per month.

- Agreement Year Three: one thousand four hundred dollars and no cents ($1400.00) per month.

- Extension Terms: as agreed to by the parties.

(B) Concession Rates. Ten percent (10%) of all monthly gross receipts from automobile and truck rentals originating at the Airport or one thousand seven hundred dollars and no cents ($1,700.00) per month, whichever is greater.

(C) Water/Sewer Services. Avis shall maintain and pay for city water and sewer services for Avis's usage.

Avis shall make all payments under this Agreement payable to "Brazoria County, Texas" and shall deliver such payments to the Aviation Director at 8000 Airport Way, Angleton, Texas 77515. The fees payable under subparagraph (B) above shall be payable in monthly installments calculated on a calendar month basis on or before the first (1st) day following the end of each calendar month.

**4. SECURITY DEPOSIT.** Upon execution of this Agreement, Avis shall pay the County a security deposit of two thousand dollars and no cents ($2,000.00). Upon the termination of this Agreement, the County shall refund the security deposit to Avis not later than the 60th day after the effective date of termination. The County may deduct from Avis's deposit damages and charges for which Avis is responsible under this Agreement or that result from Avis's breach of this Agreement.

The County shall pay no interest to Avis for the security deposit. The County may place the security deposit in an interest-bearing or income-producing account, and any interest or income earned shall be paid to the County. The County has no duty to keep the deposit separate from the County's general accounts.

**5. PAST DUE PAYMENTS.** Payments under this Agreement shall be considered past due if, after the tenth (10th) day of the month in which payment is due at 5:00 p.m., the County has not received full payment. Payments submitted to the United States Postal Service or any messenger service are considered paid on the date actually received by the Aviation Director. In the event any payment is past due, Avis shall pay to the County, in addition to such payment or other charges due hereunder, a "late fee" in the amount of ten percent (10%) of the amount due for the first day of delinquency, and twenty-five dollars and no cents ($25.00) for each day thereafter, which includes the date payment is made. The parties agree the late fee serves as reasonable liquidated damages for late payment and is considered part of the payment. The late fee shall apply in full to any late payment and no partial payment alters or eliminates the late fee. Failure to make timely payments in full under this Agreement shall be considered a default of the terms of this Agreement.

**6. CONCESSION RIGHTS GRANTED.** For and in consideration of the prompt payment by Avis of all amounts due under this Agreement, the County hereby grants to Avis, subject to all of the terms, covenants, and conditions of this Agreement, the non-exclusive right to operate

an automobile and truck rental business in the Airport main terminal building as specified in this Agreement.

The above rights and obligations may not be assigned or transferred to another person or entity without written approval by the County. Nothing herein contained shall be deemed to grant Avis any exclusive right or privilege within the Federal Aviation Act, or the exclusive right to conduct any activity at the Airport, except that, subject to the terms and provisions hereof, Avis shall have the right to use the Leased Premises under the provisions of this Agreement.

7. **REPAIRS.** The County shall be responsible for repairs to the Leased Premises, except when the damage or the need for repairs is caused by Avis, its employees, agents, contractors, customers, or guests. In the event damage or the need for repairs is caused by Avis, its employees, agents, contractors, customers, or guests, Avis is responsible for performing such repairs within thirty (30) days of the date of notification from the County. Repairs shall be made in an expeditious and workmanlike manner and shall be performed by qualified contractors in accordance with County or applicable specifications. The Aviation Director shall approve all repairs made by Avis. In the event Avis shall fail to complete such repairs within the time provided, Avis hereby agrees that the County may, in its discretion, perform such repairs; in such event, the cost of such repairs shall be borne solely by Avis, and Avis agrees to reimburse the County within thirty (30) days after payment is requested by the County.

8. **MAINTENANCE.** Avis agrees to perform day-to-day maintenance of the Leased Premises, including, but not limited to, keeping the Leased Premises clear and free of hazards, and posting appropriate notices of such hazards caused by its operation to the general public.

9. **ALTERATIONS.** Avis agrees to make no alterations to the Leased Premises or Airport, or construct any additions or improvements, without prior written consent by the County. In the event Avis makes such approved alterations, additions, or improvements, all fixtures, alterations, additions, and improvements (except trade fixtures) shall be the property of the County and shall remain upon and be surrendered with the Leased Premises as part thereof at the termination of this Agreement.

10. **ACCEPTANCE OF PREMISES AS-IS.** Avis acknowledges that Avis has fully inspected the Leased Premises, and on the basis of such inspection, Avis hereby accepts the Leased Premises AS-IS, as suitable for the purposes for which same are leased, in their present condition. Avis agrees to keep the Leased Premises and Airport free from waste or nuisance of any kind. AVIS ACKNOWLEDGES THAT THE COUNTY HAS MADE NO WARRANTIES TO AVIS AS TO THE CONDITION OF THE LEASED PREMISES OR AIRPORT, EITHER EXPRESS OR IMPLIED, AND THE COUNTY AND AVIS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE LEASED PREMISES AND AIRPORT ARE SUITABLE FOR AVIS'S INTENDED COMMERCIAL PURPOSE, AND AVIS'S OBLIGATION TO MAKE PAYMENTS HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY THE COUNTY OF ITS OBLIGATIONS HEREUNDER, AND AVIS SHALL CONTINUE TO MAKE PAYMENTS WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY THE

COUNTY OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

**11. ENTRY.** The County, through its officers, agents, servants, or employees, shall have the right to enter the Leased Premises during normal business hours, and at any time in the event of an emergency, for the purpose of doing any and all things which the County is authorized or required to do under the terms of this Agreement, including, but not limited to, (1) ensuring compliance with this Agreement; (2) performing its governmental functions under federal, state, or local rules, regulations, ordinances, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes and any other regulations regarding health, safety, and general welfare of the public and Airport users; and (3) making alterations, changes, or repairs to the Leased Premises as the County deems necessary. Absent an emergency situation, the County shall provide Avis with advance notice of entry as is reasonable under the circumstances.

**12. AVIS'S RESPONSIBILITIES.** In addition to the agreements, conditions, and covenants of this Agreement, it is understood and agreed that this Agreement is made subject to each of the below conditions and covenants:

(A) The Leased Premises and portions of the Airport to which Avis has authority to use shall be used by Avis only for exercising the Concession Rights granted under this Agreement.

(B) Avis agrees to use the Leased Premises and the portions of the Airport to which Avis has authority to use in an orderly and proper manner so as to not constitute a nuisance or disturbance or to endanger tenants, occupants, or employees of the Airport, or to unreasonably interfere with the use or operation of the Airport.

(C) Avis shall not make any unlawful use, nor permit the unlawful use, of the Leased Premises or any other part of the Airport by any person(s); any such unlawful use shall result in the removal from the Leased Premises of any person(s) engaged in said unlawful use. Any unlawful use of the Leased Premises or any other part of the Airport shall constitute an immediate breach of this Agreement and be cause for termination this Agreement.

(D) Avis shall have the duty and responsibility, at Avis's sole cost and expense, to keep the Leased Premises in a well-maintained, safe, clean, and attractive condition at all times.

(E) Avis shall not erect, maintain, place, or display any advertising signs, posts, or similar devices at or on the Leased Premises or on the Airport without the express prior written approval of the Aviation Director. Avis shall remove all signs, posts, or similar devices at the termination of this Agreement. Any installations or removals shall be made in a manner as to avoid injury, defacement, damage, or overloading of any building, structure, or other improvement.

(F) Avis may not store or park any disabled, inoperable, or junked vehicles at the Airport. Avis may only park vehicles at the Airport that are actively used as part of its automobile and truck rental business. Avis shall remove all waste, garbage, rubbish, junk, and disabled, inoperable, or junked vehicles from the Airport within five (5) days of the County's request to do so.

(G) Avis shall not engage in or perform any maintenance or repairs of any rental automobiles or trucks at the Airport.

(H) Avis shall comply with all security measures that may be imposed from time to time by the County or any other applicable governmental entity.

(I) The County shall not be responsible for the security of any vehicle or other property belonging to Avis.

(J) Avis shall not permit anything to be done on the Leased Premises or Airport that will in any way increase the rate of insurance on any building or property kept thereon, and in the event that, by reason of acts of Avis, there shall be any increased in the rate of such insurance, Avis hereby agrees to pay such increase.

(K) Under no circumstance shall Avis permit any rental automobile, truck, or other vehicle to be operated inside an Airport gate.

(L) Within 12 months of the effective date of this Agreement, Avis shall remove its existing fuel tank and shall place the existing fuel tank or a new fuel tank in an area collocated with the vehicle processing area, as approved by the Aviation Director.

(M) Upon written request, Avis may be permitted to install, operate, and maintain two electric charging stations in the designated rental pickup spaces or in the vehicle processing area. Avis shall connect the electric charging stations to an electric meter in Avis's name. Exact location, size, and other design details, as well as installation, operation, and maintenance plans must be approved by the Aviation Director prior to installation in accordance with Section 9 of this Agreement.

**13. RULES AND REGULATIONS.** From time to time, the County and/or the Aviation Director acting on behalf of the County may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport and its services and facilities by any persons, vehicles, aircraft, and equipment, that will reasonably ensure, in the sole discretion of the County, the safe, efficient, and economically practicable operation thereof, and provide for the safety and convenience of those using the Airport, and to protect the Airport, its facilities and the public from damage or injury resulting from operations on, into, and from the Airport. Avis agrees to observe and obey all such rules and regulations now existing or hereafter amended or adopted and all other federal, state, and local rules, regulations, ordinances, and laws, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. The County reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations, ordinances, or

laws. The Airport Rules and Regulations and the Airport Minimum Standards are hereby incorporated by reference into this Agreement. Avis agrees to comply with the Airport Rules and Regulations and the Airport Minimum Standards, and any noncompliance shall be considered a breach of this Agreement.

**14. AIRPORT CLOSURE.** The County reserves the right to temporarily close all or any portion of the Airport or any of the facilities thereon, including the main terminal building and parking areas, for maintenance, repair, improvement, safety, or security of the Airport or the public, or for any other cause deemed necessary by the County, without being liable to Avis for any disruption of Avis's business operations or for any other reason. During time of war or in response to an emergency or disaster, the County shall have the right to lease any landing area or other part of the Airport to the United States Government for military, naval, or any other government use; and, upon execution of such lease, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Nothing contained in this Agreement shall prevent Avis from pursuing any rights which Avis may have for reimbursement from the United States Government for any loss or damage caused Avis by the use of the Airport by the United States Government.

**15. TAXES.** Avis shall be responsible for the timely payment of all taxes assessed against it, including, but not limited to, sales taxes and franchise taxes, if any.

**16. PERMITS AND LICENSES.** Avis agrees to acquire at its own expense all permits and licenses necessary for its operations at the Airport.

**17. TERMINATION.** Any breach, default, or failure by Avis to perform any of the duties or obligations assumed by Avis hereunder or to faithfully keep and perform any of the terms, conditions, and provisions of this Agreement shall be cause for termination of this Agreement by the County, in the manner set forth in this Paragraph. In the event of termination, the County shall deliver to Avis prior written notice of its intention to terminate this Agreement.

(A) If the breach, default, or failure is a failure to pay amounts due under this Agreement, the County shall provide written notice to Avis to cure such default within fifteen (15) days. If Avis fails or refuse to cure, adjust, or correct the same within fifteen (15) days following notice, this Agreement shall cease and terminate upon notice by the County.

(B) If Avis's breach, default, or failure is a breach other than a failure to pay rental amounts, the County shall provide written notice to Avis to cure such breach or default within thirty (30) days. If Avis shall fail or refuse to cure, adjust, or correct same to the satisfaction of the County within thirty (30) days following notice, this Agreement shall cease and terminate upon notice by the County.

(C) In the event of a breach, default, or failure by Avis to perform any duty or obligation under this Agreement, any failure by the County to terminate this Agreement or the acceptance by the County of payments under this Agreement, for any portion of amounts due or any period of time after such breach, default, or

failure by Avis, shall not be a waiver by the County of any rights to terminate this Agreement.

(D) Upon termination of this Agreement, whether for breach, default, or any failure by Avis, or the end of the term of this Agreement, Avis agrees to peaceably return the Leased Premises in good order and repair, vacant, unencumbered, and in good condition and remove all property, including vehicles, from the Airport. Upon the termination of this Agreement for any reason, the County shall inspect the Leased Premises and Airport for any damage for which Avis is responsible under this Agreement. Avis shall pay for all damages at its sole cost and expense and comply with all provisions of this Agreement.

(E) Upon any default, breach, or failure by Avis under this Agreement, Avis shall also pay to the County, in addition to the amounts owed under this Agreement, all costs and expenses incurred by the County, including court costs and reasonable attorney's fees, in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing and storing Avis's or any other occupant's property, (c) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into a condition suitable for reletting the Leased Premises, (d) repairing damage to the Airport, (e) reletting all or any part of the Leased Premises, (f) paying or performing the underlying obligation which Avis failed to pay or perform, and (g) enforcing any of the County's rights, remedies or recourses arising as a consequence of the default or breach.

**18. INDEMNIFICATION.** Avis shall **DEFEND, AND HOLD HARMLESS** the County and the County's officials, officers, agents, servants, and employees, and **INDEMNIFY** the County and its officials, officers, agents, servants, and employees from any and all cost, liability, damage, or expense (including costs of suit and reasonable expenses of legal services) claimed by anyone by reason of injury or damage to persons or property sustained in, on, or about the Leased Premises or the Airport arising out of, caused by, due to, or related to Avis's operations in or on said premises, or on the Airport, or arising out of, caused by, due to, or related to any act or omission of Avis, its officers, directors, agents, servants, employees, guests, invitees, contractors, or subcontractors. Avis's duties and obligations under this Paragraph shall continue and survive upon the termination of this Agreement.

**19. RELEASE.** Avis **releases, waives, holds harmless, remises, and discharges** the County and its officials, officers, employees, agents, or representatives of any liability, claims, demands, actions or rights of actions, or damages of any kind related to, arising from, caused by, due to, or in any way connected to the access provided, work performed, or any other activities by Avis and its officers, directors, agents, servants, employees, guests, invitees, contractors, or subcontractors under this Agreement. The County shall not be liable for any act or omission of Avis, its officers, directors, agents, servants, employees, guests, invitees, contractors, or subcontractors, or for any condition resulting from the operation or activities of Avis, its officers, directors, agents, servants, employees, guests, invitees, contractors, or subcontractors. The County shall also not be liable for any loss of or damage to any property (including vehicles), equipment, or fixtures of Avis installed, stored, or otherwise kept or maintained on the Leased

Premises or at the Airport. Avis's duties and obligations under this Paragraph shall continue and survive upon the termination of this Agreement.

20. **INSURANCE.** During the term of this Agreement, and any extension thereof, Avis shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following insurance:

(A) **Worker's Compensation Insurance.** Avis shall maintain worker's compensation insurance covering its agents and employees used in its operation at the Airport during the term of this Agreement as required by law.

(B) **Comprehensive General Liability, Premises Operations, and Property Damage Insurance.** Avis shall procure and maintain a policy of liability insurance on the Leased Premises and its operations at the Airport or otherwise under this Agreement. The insurance coverage shall include comprehensive general liability coverage, including premises, completed operations liability, product liability, and protective liability insurance for bodily injuries in the amount of $500,000.00 per person and $1,000,000.00 per occurrence, and $500,000.00 per occurrence for property damage. The policy shall list "Brazoria, County, Texas" as an additional insured.

(C) Avis shall provide the County with certificates of insurance for each above policy prior to execution of this Agreement.

(D) All insurance policies and renewals are subject to County's approval and shall be submitted to the County for approval prior to commencing any operations under this Agreement.

(E) All insurance policies shall provide that thirty (30) days written notice of cancellation or material change in coverage be provided to the County.

21. **ASSIGNMENT.** Avis shall not transfer, assign, sublet, license, encumber, or pledge this Agreement or any right or privilege thereunder, in whole or in part, without the prior written consent of the County.

22. **NONDISCRIMINATION.**

(A) Avis for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Avis shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(B) Avis for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and that: (1) no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Avis shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, and as said Regulations may be amended.

23. **NOTICES.** Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

THE COUNTY: Aviation Director
Texas Gulf Coast Regional Airport
8000 Airport Way
Angleton, Texas 77515

AVIS: Avis Budget Car Rental, LLC
Attn: Properties Department
6 Sylvan Way
Pasippany, New Jersey 07054

24. **NON-WAIVER.** The failure of the County to insist upon the performance of any term or provision of this Agreement, or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of the County's right to assert or rely upon any such term or right on any future occasion. Additionally, no act or omission by the County (other than the County's execution of a document acknowledging such surrender) or the County's employees or agents, shall constitute an acceptance of a surrender of the Leased Premises.

25. **SEVERABILITY.** If a provision of this Agreement is declared void or illegal by a court or administrative agency, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as possible in accordance with the original intent of the parties.

26. **GOVERNING LAW.** This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas. The proper venue for any dispute under this Agreement shall be Brazoria County, Texas.

27. **SUBORDINATION.** To the extent any conflict exists, this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States relative to the operation and maintenance of the Airport execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

28. **ENTIRE AGREEMENT.** This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended or changes except by a written instrument signed by both parties.

Executed in the manner and on the dates as set out below:

AVIS BUDGET CAR RENTAL, LLC

BY: _____

Robert E. Muhs

Vice President

8/2/2023

Date

BRAZORIA COUNTY, TEXAS

BY: _____

L.M. "Matt" Sebesta, Jr.

Brazoria County Judge

8/7/23

Date

**ACKNOWLEDGEMENTS**

THE STATE OF New Jersey §

§

COUNTY OF Morris §

BEFORE ME, the undersigned authority, on this day personally appeared Robert E. Muhs, Vice President **for Avis Budget Car Rental, LLC**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of August, 2023.

_____

Notary Public, In and For the State of New Jersey

DONNA A. SHABINAW
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2307648
MY COMMISSION EXPIRES 11/25/2023

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

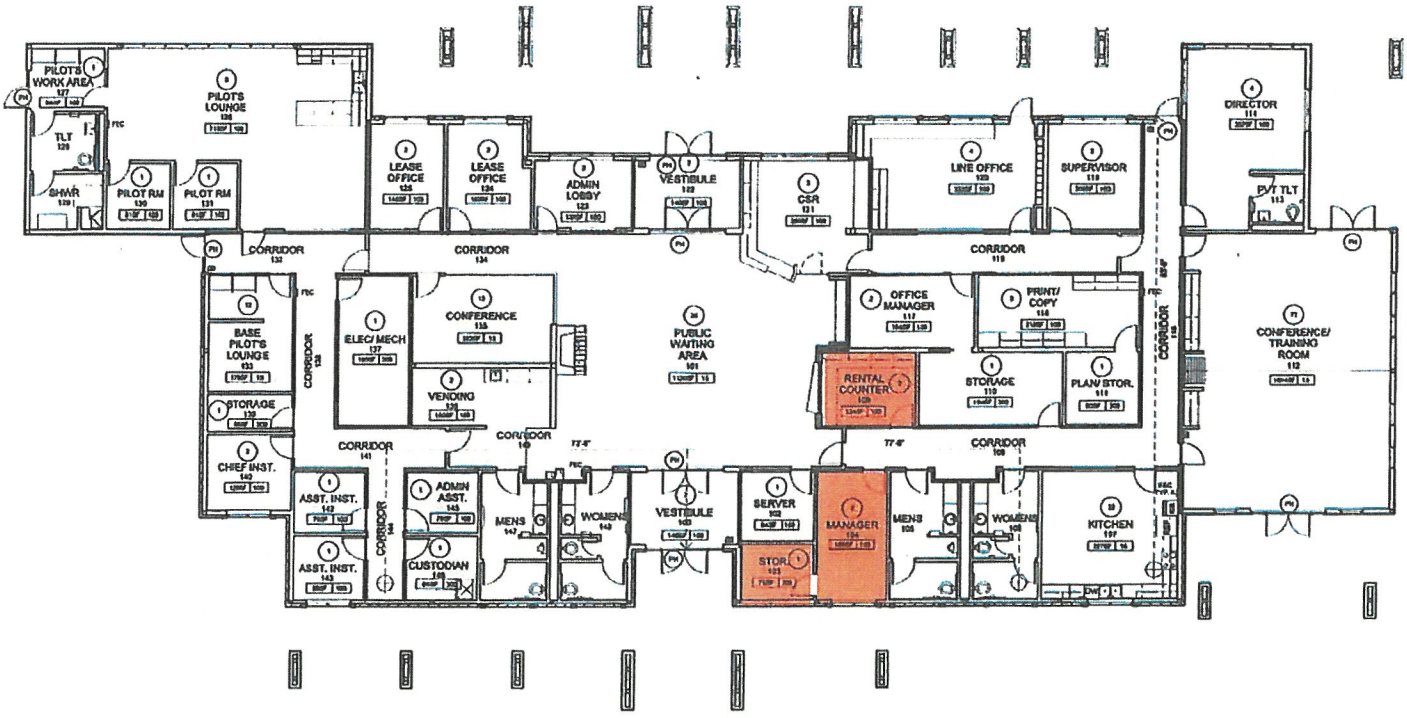
BEFORE ME, the undersigned authority, on this day personally appeared **L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of August, 2023.

Lacey Powell
Notary Public, In and For the State of Texas

LACEY POWELL
Notary Public-State of Texas
Notary ID #13054998-6
Commission Exp. FEB. 22, 2024

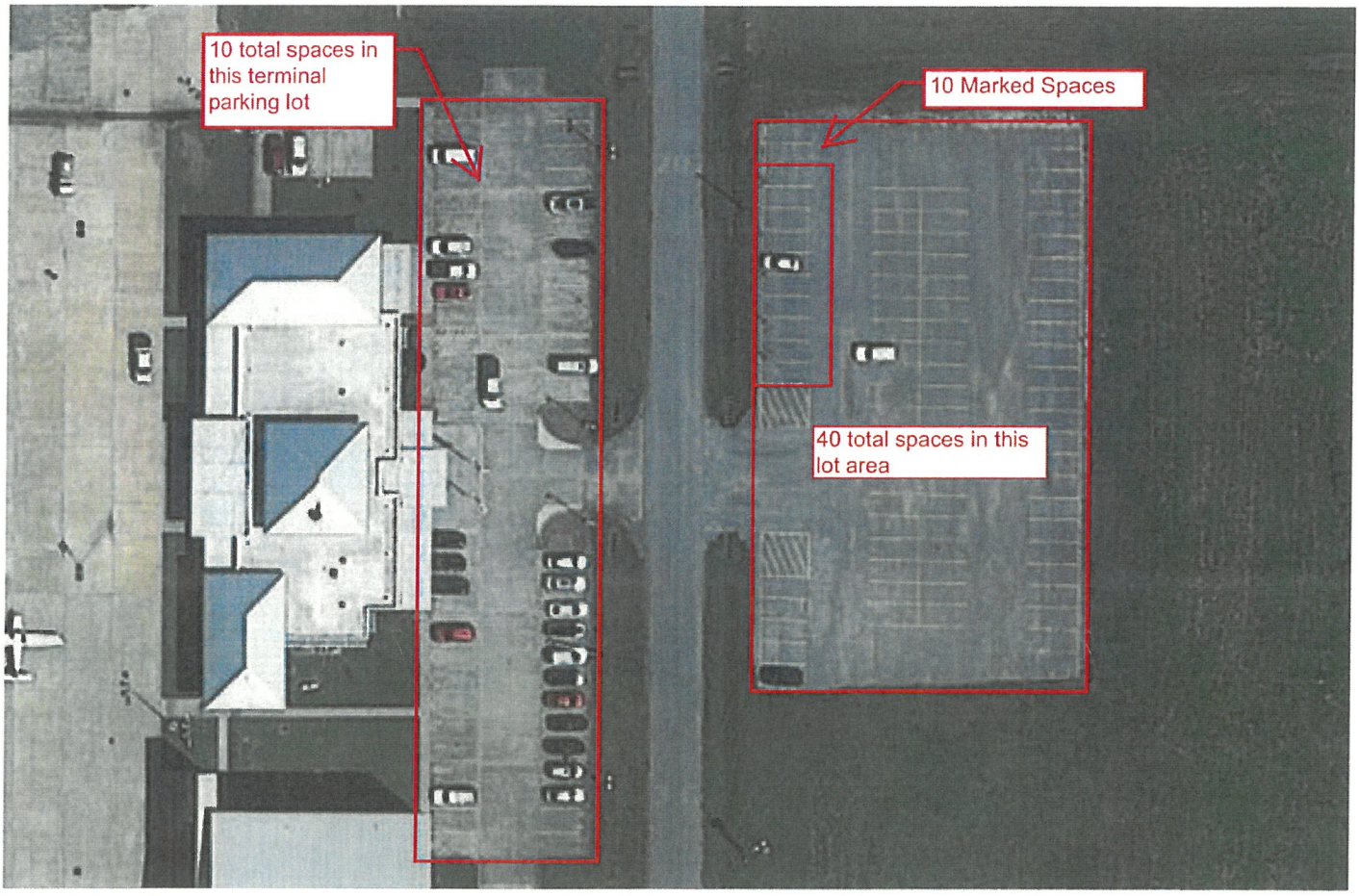
# Exhibit 1 - Main Terminal Areas



## Exhibit 2 – Processing Areas



**Exhibit 3 – Parking Areas**



TEXAS GULF COAST REGIONAL AIRPORT
BRAZORIA COUNTY

April 28, 2026

***Via Certified Mail, Return Receipt Requested***
Avis Budget Car Rental, LLC
Attn: Properties Department
6 Sylvan Way
Pasippany, New Jersey 07054

**Re: Extension of Concession and Lease Agreement between Brazoria County, Texas and Avis Budget Car Rental, LLC**

Dear Sir/Madam,

This letter serves as an agreement to extend the term of the "Concession and Lease Agreement" between Brazoria County, Texas ("the County") and Avis Budget Car Rental, LLC ("Avis"), executed August 7, 2023, and attached hereto as Exhibit "1" (the "Agreement").

The County and Avis hereby mutually agree to exercise a one-year extension of the Agreement term pursuant to Paragraph 2 of the Agreement. The extended term of the Agreement shall commence on the July 1, 2026, and shall continue through June 30, 2027.

The County and Avis further agree that, during the extended term of the Agreement, Avis shall pay a Lease Rate to the County pursuant to Paragraph 3(A) of the Agreement in the amount of $1470.00 per month. Avis shall pay Concession Rates and Water/Sewer Services charges as stated in Paragraphs 3(B) and 3(C) of the Agreement.

In all other respects, except as agreed herein, the Agreement shall remain in full force and effect.

If this letter agreement is satisfactory to Avis, please indicate your acceptance thereof by signing below and returning the attached original of this letter to the attention of Jeff Bilyeu, Aviation Director, Texas Gulf Coast Regional Airport, 8000 Airport Way, Angleton, Texas 77515.

Sincerely,

Jeff Bilyeu
Aviation Director

8000 Airport Way, Angleton, TX 77515
Phone (979) 849-5755 · Fax (979) 848-1428
www.flylbx.org

Agreed to and executed on the dates as set out below:

**AVIS BUDGET CAR RENTAL, LLC**

By: _____
Name: JEFFREY LUNA
Title: VICE PRESIDENT

5/6/26
DATE

**BRAZORIA COUNTY, TEXAS**

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

6-9-2026
DATE

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.4.** **6/9/2026**

Payment of Bills

That the checks payable through Monday June 8, 2026 be approved for payment in accordance with Local Government Code §115.021.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.5.** **6/9/2026**

Annual Financial Report for Brazoria County Emergency Services District No. 4

Pursuant to Section 775.082 of the Texas Health and Safety Code, Commissioners Court accepts the Financial Audit Report for Brazoria County Emergency Services District No. 4 for the year ending September 30, 2025.

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## BRAZORIA COUNTY, TEXAS

## ANNUAL FINANCIAL REPORT

## SEPTEMBER 30, 2025

**McCALL GIBSON SWEDLUND BARFOOT ELLIS PLLC**
Certified Public Accountants

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# *McCall Gibson Swedlund Barfoot Ellis PLLC*

*Certified Public Accountants*

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

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


INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Brazoria County Emergency
Services District No. 4
Brazoria County, Texas

**Opinions**

We have audited the accompanying financial statements of the governmental activities and major fund of Brazoria County Emergency Services District No. 4 (the "District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinions**

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

**Responsibilities of Management for the Financial Statements**

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

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

**Auditor's Responsibilities for the Audit of the Financial Statements**

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

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

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

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

Board of Commissioners
Brazoria County Emergency
Services District No. 4

**Required Supplementary Information**

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

*McCall Gibson Swedlund Barfoot Ellis PLLC*

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

February 24, 2026

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4
## MANAGEMENT'S DISCUSSION AND ANALYSIS
## FOR THE YEAR ENDED SEPTEMBER 30, 2025

Management's discussion and analysis of Brazoria County Emergency Services District No. 4's (the "District") financial performance provides an overview of the District's financial activities for the year ended September 30, 2025. Please read it in conjunction with the District's financial statements.

### USING THIS ANNUAL REPORT

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

### GOVERNMENT-WIDE FINANCIAL STATEMENTS

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

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

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

## FUND FINANCIAL STATEMENTS

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

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

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

## NOTES TO THE FINANCIAL STATEMENTS

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

## OTHER INFORMATION

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

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets exceeded liabilities by $144,919 as of September 30, 2025.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS** (Continued)

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

| | Summary of Changes in the Statement of Net Position | | |
|---|---|---|---|
| | 2025 | 2024 | Change Positive (Negative) |
| Current and Other Assets | $ 146,156 | $ 156,550 | $ (10,394) |
| Total Assets | $ 146,156 | $ 156,550 | $ (10,394) |
| Current and Other Liabilities | $ 1,237 | $ 1,382 | $ 145 |
| Total Liabilities | $ 1,237 | $ 1,382 | $ 145 |
| Net Position: | | | |
| Unrestricted | $ 144,919 | $ 155,168 | $ (10,249) |

The following table provides a summary of the District's operations for the years ended September 30, 2025 and September 30, 2024.

| | Summary of Changes in the Statement of Activities | | |
|---|---|---|---|
| | 2025 | 2024 | Change Positive (Negative) |
| Revenues: | | | |
| Property Taxes | $ 912,588 | $ 866,154 | $ 46,434 |
| Other Revenues | 14,028 | 15,968 | (1,940) |
| Total Revenues | $ 926,616 | $ 882,122 | $ 44,494 |
| Expenses for Services | 936,865 | 837,385 | (99,480) |
| Change in Net Position | $ (10,249) | $ 44,737 | $ (54,986) |
| Net Position, Beginning of Year | 155,168 | 110,431 | 44,737 |
| Net Position, End of Year | $ 144,919 | $ 155,168 | $ (10,249) |

## FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's General Fund fund balance as of September 30, 2025, was $76,525, a decrease of $18,315 from the prior year. This decrease was primarily due to service operations and other operating costs exceeding property tax revenues.

## GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners amended the budget during the current year to decrease estimated property tax revenues. Actual revenues were $85,723 more than budgeted revenues and actual expenditures were $104,038 more than budgeted expenditures, which resulted in a negative variance of $18,315. For more information, refer to the budget versus actual comparison.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Brazoria County Emergency Services District No. 4, c/o Radcliffe Adams Barner PLLC, 2929 Allen Parkway, Suite 3450, Houston, TX 77019.

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4
## STATEMENT OF NET POSITION AND
## GOVERNMENTAL FUND BALANCE SHEET
## SEPTEMBER 30, 2025

| | General Fund | Adjustments | Statement of Net Position |
|---|---|---|---|
| **ASSETS** | | | |
| Cash | $ 77,762 | $ | $ 77,762 |
| Receivables: | | | |
| Property Taxes | 59,828 | | 59,828 |
| Penalty and Interest on Delinquent Taxes | | 8,566 | 8,566 |
| **TOTAL ASSETS** | $ 137,590 | $ 8,566 | $ 146,156 |
| **LIABILITIES** | | | |
| Accounts Payable | $ 1,237 | $ - 0 - | $ 1,237 |
| **DEFERRED INFLOWS OF RESOURCES** | | | |
| Property Taxes | $ 59,828 | $ (59,828) | $ - 0 - |
| **FUND BALANCE** | | | |
| Unassigned | $ 76,525 | $ (76,525) | $ - 0 - |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE** | $ 137,590 | | |
| **NET POSITION** | | | |
| Unrestricted | | $ 144,919 | $ 144,919 |

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

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4
## RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION
## SEPTEMBER 30, 2025

| | | |
|---|---|---|
| Total Fund Balance - Governmental Fund | $ | 76,525 |
| Amounts reported for governmental activities in the Statement of Net Position are different because: | | |
| Deferred inflows of resources related to property tax revenues for the 2024 tax levy became part of recognized revenues in the governmental activities of the District. | | 68,394 |
| Total Net Position - Governmental Activities | $ | 144,919 |

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

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4
## STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
## FOR THE YEAR ENDED SEPTEMBER 30, 2025

| | General Fund | Adjustments | Statement of Activities |
|---|---|---|---|
| **REVENUES** | | | |
| Property Taxes | $ 904,798 | $ 7,790 | $ 912,588 |
| Penalty and Interest | 13,290 | 276 | 13,566 |
| Investment Revenues | 462 | | 462 |
| **TOTAL REVENUES** | $ 918,550 | $ 8,066 | $ 926,616 |
| **EXPENDITURES/EXPENSES** | | | |
| Service Operations: | | | |
| District Services - City of Pearland | $ 901,107 | $ | $ 901,107 |
| Accounting and Audit | 12,841 | | 12,841 |
| Appraisal District Fees | 6,463 | | 6,463 |
| Legal Fees - General | 8,797 | | 8,797 |
| Tax Assessor/Collector Fees | 1,662 | | 1,662 |
| Other | 5,995 | | 5,995 |
| **TOTAL EXPENDITURES/EXPENSES** | $ 936,865 | $ - 0 - | $ 936,865 |
| **NET CHANGE IN FUND BALANCE** | $ (18,315) | $ 18,315 | $ |
| **CHANGE IN NET POSITION** | | (10,249) | (10,249) |
| **FUND BALANCE/NET POSITION - OCTOBER 1, 2024** | 94,840 | 60,328 | 155,168 |
| **FUND BALANCE/NET POSITION - SEPTEMBER 30, 2025** | $ 76,525 | $ 68,394 | $ 144,919 |

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

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4
## RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
## FOR THE YEAR ENDED SEPTEMBER 30, 2025

| | | |
|---|---|---|
| Net Change in Fund Balance - Governmental Fund | $ | (18,315) |
| Amounts reported for governmental activities in the Statement of Activities are different because: | | |
| Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied. | | 7,790 |
| Governmental funds report penalty and interest revenues on property taxes when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed. | | 276 |
| Change in Net Position - Governmental Activities | $ | (10,249) |

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

## NOTE 1. CREATION OF DISTRICT

Brazoria County Emergency Services District No. 4 (the "District"), located in Brazoria County, Texas, was created by the Commissioners' Court of Brazoria County on November 27, 2018, in accordance with Article III, Section 48-e, of the Texas Constitution. This action was taken by the Commissioners as a result of voter approval by residents of the District on November 6, 2018. The District operates under Chapter 775 of the Health and Safety Code. The District was established to provide funds for the contracting of emergency services within the boundaries of the District.

## NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

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

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

Financial Statement Presentation

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

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

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

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

Government-Wide Financial Statements

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

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

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

Fund Financial Statements

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

Governmental Funds

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

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements (Continued)

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

Basis of Accounting

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

Property taxes considered available by the District and included in revenues include taxes collected during the year and taxes collected after year-end, which were considered available to defray the expenditures of the current year. Deferred inflows of resources related to property tax revenues are those taxes which the District does not reasonably expect to be collected soon enough in the subsequent period to finance current expenditures

Capital Assets

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

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Budgeting

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

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are wages subject to federal income tax withholding for payroll tax purposes only.

Measurement Focus

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

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Funds Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in governmental funds are classified using the following hierarchy:

*Nonspendable*: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The District does not have any nonspendable fund balances.

*Restricted*: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

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

## NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

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

*Unassigned*: all other spendable amounts in the General Fund.

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

Accounting Estimates

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

## NOTE 3. TAX LEVY

On November 6, 2018, the voters of the District approved a maximum tax rate of $0.10 per $100 of assessed valuation on all taxable property within the District. During the fiscal year ended September 30, 2025, the District levied an ad valorem tax at the rate of $0.10 per $100 of assessed valuation, which resulted in a tax levy of $919,296 on the adjusted taxable valuation of $919,295,783 for the 2024 tax year.

All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

## NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

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

**NOTE 4. DEPOSITS AND INVESTMENTS** (Continued)

Deposits (Continued)

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was $77,762 and the bank balance was $78,480. The District was not exposed to custodial credit risk at year-end.

The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at September 30, 2025, as listed below:

| | Cash |
|---|---|
| GENERAL FUND | $ 77,762 |

Investments

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

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

As of September 30, 2025, the District did not have any investments.

## NOTE 5. CONTRACT FOR PROVIDING EMERGENCY SERVICES

The District has contracted with the City of Pearland ("Pearland") for fire protection, fire suppression and emergency medical first responder and rescue services to the persons and commercial interests within the boundaries of the District. The initial term of the contract is for one year commencing on April 16, 2019 and ending April 15, 2020. The contract will automatically renew annually upon the mutual agreement of both parties upon such terms and conditions as agreed to at that time.

Either party may terminate this agreement by providing six months written notice to the other party.

During the term of this agreement, the annual compensation to be paid by the District to Pearland will be calculated as follows: the District shall pay to Pearland an amount equal to a property tax rate of $0.095 cents per $100 valuation for all taxable properties in the District, per annum. The annual payment for services shall be received by Pearland no later than January 15 of each year, for services rendered in the prior year. Pearland and the District acknowledge that the actual direct and overhead costs of providing emergency services to the District is expect to exceed the amount of the payment for services, but Pearland will not require the District to pay the difference between actual costs of providing emergency services and the amount of the annual payment for services. During the current fiscal year, the District paid $901,107 to Pearland.

Effective December 13, 2021, the District entered into a contract with Pearland for fire protection, fire suppression and emergency medical first responder and rescue services to the persons and commercial interests within the boundaries of the District. The initial term of the contract is for five years, ending September 30, 2026. The contract may be renewed by written agreement of the parties, provided the District notifies Pearland of intent to renew the contract, not less than six months prior to the end of the initial term. Either party may terminate the contract, during the first four years of the term by providing the other party not less than twelve months written notice. Non-renewal of the contract shall be the methodology for termination of the contract during year five.

During the term of this agreement, the annual compensation to be paid by the District to Pearland will be calculated as follows: the District agrees to set a tax rate not lower than $0.10 cents per $100 valuation for all taxable properties in the District, per annum. The District agrees to form and adopt an annual budget that consists of an administrative fund, emergency services fund, and a contingency fund. The District shall make annual payments for services to Pearland beginning no later than March 31 of each calendar year, which will include all tax revenue collected from the prior property tax year, minus the amount budged by the District in its administrative fund and its contingency fund. The District and Pearland agree to conduct an annual reconciliation of any funds that may be considered to be outstanding annual payments no later than 90 days after the end of each fiscal year. The amount of remaining funds calculated from the annual reconciliation shall be paid to Pearland by the District on or before January 15$^{th}$ of each calendar year during the term, and will include any unspent portion of the District administrative fund

## NOTE 5. CONTRACT FOR PROVIDING EMERGENCY SERVICES (Continued)

and contingency fund from the prior fiscal year. Pearland and the District acknowledge that the actual direct and overhead costs of providing emergency services to the District is expect to exceed the amount of the payment for services, but Pearland will not require the District to pay the difference between actual costs of providing emergency services and the amount of the annual payment for services.

## NOTE 6. RISK MANAGEMENT

Section 775.033 of the Texas Health and Safety Code states that a District is not liable for a claim arising from the act or omission of an employee or volunteer under an oral or written contract with the District if the act or omission: (1) is in the course and scope of the employee's or volunteer's duties for the District; (2) takes place or during the provision of emergency services; (3) is not in violation of a statute or ordinance applicable to emergency action; and (4) is not wilful or wantonly negligent. The District is exposed to liability for all other acts or omissions outside the scope of this Section of the Texas Health and Safety Code, for which the District carries commercial insurance. There have been no significant reductions in coverage in the past three years and no claims have been filed to date.

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## REQUIRED SUPPLEMENTARY INFORMATION

## SEPTEMBER 30, 2025

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 4
## SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND FOR THE YEAR ENDED SEPTEMBER 30, 2025

| | Original Budget | Final Amended Budget | Actual | Variance Positive (Negative) |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Property Taxes | $ 882,622 | $ 831,577 | $ 904,798 | $ 73,221 |
| Penalty and Interest | | | 13,290 | 13,290 |
| Investment Revenues | 1,250 | 1,250 | 462 | (788) |
| **TOTAL REVENUES** | $ 883,872 | $ 832,827 | $ 918,550 | $ 85,723 |
| **EXPENDITURES** | | | | |
| Service Operations: | | | | |
| District Services - City of Pearland | $ 811,122 | $ 760,077 | $ 901,107 | $ (141,030) |
| Accounting/Auditing | 13,000 | 13,000 | 12,841 | 159 |
| Appraisal District Fees | 7,000 | 7,000 | 6,463 | 537 |
| Legal Fees - General | 20,000 | 20,000 | 8,797 | 11,203 |
| Tax Assessor/Collector Fees | 5,000 | 5,000 | 1,662 | 3,338 |
| Other | 27,750 | 27,750 | 5,995 | 21,755 |
| **TOTAL EXPENDITURES** | $ 883,872 | $ 832,827 | $ 936,865 | $ (104,038) |
| **NET CHANGE IN FUND BALANCE** | $ -0- | $ -0- | $ (18,315) | $ (18,315) |
| **FUND BALANCE - OCTOBER 1, 2024** | 94,840 | 94,840 | 94,840 | |
| **FUND BALANCE - SEPTEMBER 30, 2025** | $ 94,840 | $ 94,840 | $ 76,525 | $ (18,315) |

See accompanying independent auditor's report.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Record Budget for Other Funds

| | Category | Fund | Dept | Amount |
|---|---|---|---|---|
| County Clerk Records Archive | 520000 (Operating) | 38120 | 12000 | $850,000 |

Record budget amendment for professional services.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.7.** **6/9/2026**

FY 2026: Line Item Transfers

| General Fund | Category | Fund | Dept | Amount |
|---|---|---|---|---|
| Non-Departmental | 435000 (Shared Revenue) | 10000 | 14900 | ($120,000) |
| Non-Departmental | 437400 (Current Tax Commission) | 10000 | 14900 | ($10,000) |
| Non-Departmental | 437410 (MV/Boat Tax Commission) | 10000 | 14900 | ($260,000) |
| Non-Departmental | 450200 (Bond Forfeitures) | 10000 | 14900 | ($60,000) |
| Non-Departmental | 463100 (Sale of Fixed Assets) | 10000 | 14900 | ($20,000) |
| Non-Departmental | 470310 (Inmate Healthcare Reimbursement) | 10000 | 14900 | ($10,000) |
| Non-Departmental | 470610 (Excess Tax Sale Proceeds) | 10000 | 14900 | ($65,000) |
| 149th District Court | 520000 (Operating) | 10000 | 16149 | $225,000 |
| 239th District Court | 520000 (Operating) | 10000 | 16239 | $25,000 |
| 300th District Court | 520000 (Operating) | 10000 | 16300 | $20,000 |
| 461st District Court | 520000 (Operating) | 10000 | 16461 | $125,000 |
| County Court at Law 1 | 520000 (Operating) | 10000 | 15001 | $75,000 |
| County Court at Law 3 | 520000 (Operating) | 10000 | 15003 | $75,000 |

Transfer needed for attorney expenditures.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.8.** **6/9/2026**

Annual Financial Report for Brazoria County Emergency Services District No. 2

Pursuant to Section 775.082 of the Texas Health and Safety Code, Commissioners Court accepts the Financial Audit Report for Brazoria County Emergency Services District No. 2 for the year ending September 30, 2025.

# BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2025

KM&L
CERTIFIED PUBLIC ACCOUNTANTS

**8 WEST WAY COURT**
**LAKE JACKSON, TEXAS 77566**

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**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2**
*Annual Financial Report*
*For the Year Ended September 30, 2025*

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# FINANCIAL SECTION

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KM&L
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

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

**Report on the Audit of the Financial Statements**

***Opinions***

We have audited the accompanying financial statements of the governmental activities and general fund of the Brazoria County Emergency Services District No. 2 (the "District"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and general fund of the District, as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

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

***Responsibilities of Management for the Financial Statements***

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

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

***Auditor's Responsibilities for the Audit of the Financial Statements***

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***KM&L, LLC***

Lake Jackson, Texas
March 10, 2026

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As directors of Brazoria County Emergency Services District No.2 (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2025.

## Financial Highlights

- The assets of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $ 13,932,951 (net position). Of this amount, $ 8,148,424 (unrestricted net position) may be used to meet the District's ongoing obligations to citizens and creditors with the District's fund designation.

- The District's total net position increased by $ 2,578,120.

- As of the close of the current fiscal year, the District's governmental fund reported an ending fund balance of $ 8,054,362 or 162.43% of the total general fund expenditure. 100% of this total amount (unassigned fund balance), is available for use within the District's fund designation.

## Overview of the Financial Statements

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

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

The s*tatement of net position* presents information on all of the District's assets, liabilities and deferred inflows of resources, with the difference being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

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

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

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

**Fund Financial Statements**. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has only one major fund, which is the general fund, and is reported as a governmental fund.

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

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

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

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

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

**Government-wide Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of government's financial position. In the case of the District's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $ 13,932,951 as of September 30, 2025. Net position of the District's governmental activities increased by $ 2,578,120, from $ 11,354,831 to $ 13,932,951.

Net investments in capital assets of $ 5,784,527 reflects its investment in capital assets less any debt used to acquire those assets that is still outstanding. The remaining balance of unrestricted net position of $ 8,148,424 may be used to meet the government's ongoing obligations to citizens and creditors.

**The District's Net Position**

| | 2025 | 2024 |
|---|---|---|
| Assets: | | |
| Current and other assets | $ 8,680,810 | $ 9,243,345 |
| Capital assets | 5,895,478 | 3,015,824 |
| Total assets | 14,576,288 | 12,259,169 |
| Liabilities: | | |
| Other liabilities | 22,366 | 45,675 |
| Long-term liabilities | 110,951 | 202,342 |
| Total liabilities | 133,317 | 248,017 |
| Total deferred inflows of resources | 510,020 | 656,321 |
| Net Position: | | |
| Net investment in capital assets | 5,784,527 | 2,813,482 |
| Unrestricted | 8,148,424 | 8,541,349 |
| Total net position | $ 13,932,951 | $ 11,354,831 |

**Governmental Activities:** Governmental activities increased the District's net position by $ 2,578,120. Total revenues from governmental activities amounted to $ 4,564,512, of which property taxes amounted to 86.53%. The following table provides a summary of the District's operations for the years ended September 30, 2025 and 2024, respectively.

**The District's Change in Net Position**

| | 2025 | 2024 |
|---|---|---|
| Program Revenues: | | |
| Charges for services | $ 166,848 | $ 162,435 |
| Operating grants and contributions | - | 3,227 |
| Capital grants and contributions | - | 240,000 |
| General Revenues: | | |
| Property taxes | 3,949,856 | 3,681,234 |
| Investment income | 371,490 | 410,261 |
| Miscellaneous | 76,318 | - |
| Total revenues | 4,564,512 | 4,497,157 |
| Expenses: | | |
| General government and administration | 808,036 | 646,103 |
| Contractual | 1,173,810 | 1,128,750 |
| Interest and fiscal charges | 4,546 | 5,577 |
| Total expenses | 1,986,392 | 1,780,430 |
| Change in net position | 2,578,120 | 2,716,727 |
| Net position - beginning | 11,354,831 | 8,638,104 |
| Net position - ending | $ 13,932,951 | $ 11,354,831 |

### Financial Analysis of the District's Funds

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

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

As of the end of the current fiscal year, the District's governmental fund reported a fund balance of $ 8,054,362. 100% of this total amount constitutes unassigned fund balance.

**General Fund Budgetary Highlights**. During the year ended September 30, 2025, actual revenues exceeded the budget by $ 1,107,511 due to higher than expected property taxes and investment income. Actual expenditures were more than the budget by $ 2,504,950 mainly due to the fact that the District had more expenditures on capital outlay. The budget had one amendment.

### Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2025, amounts to $ 5,895,478 (net of accumulated depreciation). Additional information on the District's capital assets can be found in Note 5 on pages 37 through 38 of this report.

### Long-Term Debt (Purchase Financial Notes)

At the end of the current fiscal year, the District has $ 110,951 of purchase financing notes. Additional information on the District's long-term debt can be found in Note 6 on pages 38 through 39 of this report.

### Economic Factors and Next Year's Budget and Rates

In the 2025-2026 budget, revenues are budgeted to increase by $ 1,345,692 from the 2024-2025 budget year. Budgeted expenditures are to increase by 43.08% over the preceding year's budget due to an increase in capital outlay.

### Request for Information

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Board of Commissioners, 202 North Brooks Street, Brazoria, Texas 77422.

# GOVERNMENT-WIDE FINANCIAL STATEMENTS

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

*Statement of Net Position*
*September 30, 2025*

| | Total Governmental Activities |
|---|---|
| Assets: | |
| Cash and cash equivalents | $ 7,991,096 |
| Receivables, net: | |
| Taxes | 112,700 |
| Lease receivable | 530,234 |
| Due from other government | 9,305 |
| Accounts | 37,475 |
| Capital Assets (net of accumulated depreciation): | |
| Land | 286,352 |
| Construction in progress | 490,000 |
| Buildings and improvements, net | 2,142,883 |
| Air pack equipment, net | 57,329 |
| Emergency equipment, net | 205,284 |
| Pumper truck and trailer, net | 2,713,630 |
| Total assets | 14,576,288 |
| Liabilities: | |
| Accounts payable | 20,909 |
| Accrued interest | 1,457 |
| Noncurrent Liabilities: | |
| Due within one year | 77,742 |
| Due in more than one year | 33,209 |
| Total liabilities | 133,317 |
| Deferred Inflows of Resources: | |
| Lease related | 510,020 |
| Total deferred outflows of resources | 510,020 |
| Net Position: | |
| Net investment in capital assets | 5,784,527 |
| Unrestricted | 8,148,424 |
| Total net position | $ 13,932,951 |

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

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

*Statement of Activities*
*For the Year Ended September 30, 2025*

| Functions/Programs | Expenses | Charges for Services | Net (Expense) Revenue and Changes in Net Position Total Governmental Activities |
|---|---|---|---|
| Governmental Activities: | | | |
| General government and administration | $ 808,036 | $ - | $ ( 808,036 ) |
| Contractual | 1,173,810 | 166,848 | ( 1,006,962 ) |
| Interest and fiscal charges | 4,546 | - | ( 4,546 ) |
| Total governmental activities | $ 1,986,392 | $ 166,848 | ( 1,819,544 ) |
| General Revenue: | | | |
| Property taxes | | | 3,949,856 |
| Investment income | | | 371,490 |
| Miscellaneous | | | 76,318 |
| Total general revenues | | | 4,397,664 |
| Change in net position | | | 2,578,120 |
| Net position - beginning | | | 11,354,831 |
| Net position - ending | | | $ 13,932,951 |

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

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# FUND FINANCIAL STATEMENTS

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

*Balance Sheet - General Fund*
*September 30, 2025*

| | Total Governmental Funds |
|---|---|
| Assets: | |
| Cash and cash equivalents | $ 7,991,096 |
| Receivables, net: | |
| Taxes | 112,700 |
| Lease receivable | 530,234 |
| Due from other government | 9,305 |
| Accounts | 37,475 |
| Total assets | $ 8,680,810 |
| Liabilities, Deferred Inflows of Resources and Fund Balance: | |
| Liabilities: | |
| Accounts payable | $ 20,909 |
| Total liabilities | 20,909 |
| Deferred Inflows of Resources: | |
| Deferred inflows of resources | 605,539 |
| Total deferred inflows of resources | 605,539 |
| Fund Balance: | |
| Unassigned | 8,054,362 |
| Total fund balance | 8,054,362 |
| Total liabilities, deferred inflows of resources and fund balance | $ 8,680,810 |

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

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2**
*Reconciliation of the General Fund Balance Sheet*
*to the Governmental Activities Statement of Net Position*
*September 30, 2025*

| | |
|---|---|
| Fund balance - general fund balance sheet (C-1) | $ 8,054,362 |
| Amounts reported for *governmental activities* in the statement of net position (A-1) are different because: | |
| Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund. Capital assets include $ 8,159,167 in assets less $ 2,263,689 in accumulated depreciation. | 5,895,478 |
| Property taxes receivable unavailable to pay for current period expenditures are deferred in the funds. Deferred property tax revenues for the general fund amounted to $ 95,519. | 95,519 |
| Payable for purchase financing notes is not reported in the funds. | ( 110,951) |
| Payable for accrued interest is not reported in the funds. | ( 1,457) |
| Net position of governmental activities - statement of net position (A-1) | $ 13,932,951 |

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

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

*Statement of Revenues, Expenditures, and Change in Fund Balance - General Fund*
*For the Year Ended September 30, 2025*

| | General Fund |
|---|---|
| Revenues: | |
| Property taxes | $ 3,945,225 |
| Investment income | 371,490 |
| Lease | 166,848 |
| Miscellaneous | 76,318 |
| Total revenues | 4,559,881 |
| Expenditures: | |
| Current: | |
| General Government and Administration: | |
| Brazoria County Appraisal District fees | 27,574 |
| Brazoria County Tax Assessor | 15 |
| Bookkeeping | 8,987 |
| Dispatching fee | 42,033 |
| Insurance and bonds | 6,310 |
| Membership fee | 6,898 |
| Professional fees | 56,713 |
| Training | 84,018 |
| Repairs and maintenance | 58,776 |
| Miscellaneous | 36,756 |
| Contractual | 1,173,810 |
| Capital outlay | 3,359,610 |
| Debt Service: | |
| Principal | 91,391 |
| Interest and fees | 5,809 |
| Total expenditures | 4,958,700 |
| Change in fund balance | ( 398,819) |
| Fund balance - beginning | 8,453,181 |
| Fund balance - ending | $ 8,054,362 |

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

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2**
*Reconciliation of the Statement of Revenues, Expenditures and Change in Fund Balance - General Fund to the Governmental Activities Statement of Activities*
*For the Year Ended September 30, 2025*

| | | |
|---|---|---|
| Change in fund balance - general fund (C-2) | $ | (398,819) |
| Amounts reported for *governmental activities* in the statement of activities (B-1) are different because: | | |
| Governmental fund reports capital outlay as expenditure. However, in the governmental activities statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The amount by which capital outlay $ 3,359,610 less depreciation expense $ 479,956 in the current period. | | 2,879,654 |
| Repayment of purchase financing notes principal is an expenditure in the governmental fund, but the repayment reduces purchase financing notes liabilities in the governmental activities statement of net position. The amount of purchase financing note principal is in the amount of $ 91,391. | | 91,391 |
| Property tax revenues in the governmental activities statement of activities do not provide current financial resources and are not reported as revenues in the fund. Change of deferred property tax revenues for the general fund amounted to $ 4,631. | | 4,631 |
| Some expenses reported in the governmental activities statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental fund. This is the change in accrued interest on purchase financing notes. | | 1,263 |
| Change in net position of governmental activities (B-1) | $ | 2,578,120 |

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

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**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2**
*Notes to the Financial Statements*
*For the Year Ended September 30, 2025*


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|---|---|---|
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## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General Statement

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

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

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

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

Reporting Entity

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

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

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

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** - Continued

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

Government-Wide and Fund Financial Statements

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

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

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

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** - Continued

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

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

The District reports the following major governmental fund:

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

Fund Balances

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

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

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

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

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** - Continued

Fund Balances - Continued

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

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

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

Cash and Investments

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

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

Capital Assets

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

| | |
|---|---|
| Buildings and improvements | 40 Years |
| Air pack equipment | 10 Years |
| Emergency equipment | 10 Years |
| Pumper truck and tanker | 10 Years |

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** - Continued

Property Taxes

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

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

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

The assessed value of the property tax roll, upon which the levy for the 2024-25 fiscal year was based, was $ 5,308,649,827. Taxes are delinquent if not paid by June 30. Delinquent taxes are subject to both penalty and interest charges plus 20% delinquent collection fees for attorney costs.

The tax rates assessed for the year ended September 30, 2025, to finance general fund operations was $ 0.078971 per $ 100 valuation.

Current tax collections for the year ended September 30, 2025 were 97.55% of the year-end adjusted tax levy. Allowances for uncollectible taxes within the general fund are based on historical experience in collecting taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. As of September 30, 2025, property taxes receivable, net of estimated uncollectible taxes, totaled $ 112,700 for the general fund.

Deferred Outflows and Inflows of Resources

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

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** - Continued

Long-Term Obligations

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

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

Lease

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

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

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

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

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

Use of Estimates

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

## NOTE 2. NEW PRONOUNCEMENTS

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

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

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

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

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

GASB Statement No. 105 “Subsequent Events” was issued in December 2025. The management of the District does not expect the implementation of this standard to have a material effect on the financial statements of the District. The requirements of this statement are effective for reporting periods beginning after June 15, 2026.

## NOTE 3. DEPOSITS AND INVESTMENTS

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

**NOTE 3. DEPOSITS AND INVESTMENTS** - Continued

Cash and cash equivalents, current investments, and non-current investments as reported on the statement of net position at September 30, 2025 are as follows:

| | Total |
|---|---|
| Cash and cash equivalents: | |
| Texpool | $ 7,991,096 |
| Total cash and cash equivalents | $ 7,991,096 |

Deposits

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

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

At September 30, 2025, the carrying amount of the District's cash, savings, and time deposits was $ - 0 -. The financial institutions balances were $ 8,992 at September 30, 2025. All deposits were insured by FDIC or collateralized with securities pledged in the name of the District and held by a third party financial institution's trust department.

Investments

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

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

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

**NOTE 3. DEPOSITS AND INVESTMENTS** - Continued

Investments - Continued

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

**NOTE 3. DEPOSITS AND INVESTMENTS** - Continued

Investments - Continued

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

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

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

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

The District invests in Texpool to provide its liquidity needs. Texpool is a local government investment pool that was established in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the Public Funds Investment Act, Chapter 2256 of the Code. Texpool is a 2(a)7 like fund, meaning that it is structured similar to a money market mutual fund. Such funds allow shareholders the ability to deposit or withdraw funds on a daily basis. Interest rates are also adjusted on a daily basis. Such funds seek to maintain a constant net asset value of $ 1.00, although this cannot be fully guaranteed. Texpool is rated AAA and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2025 Texpool had a weighted average maturity of 41 days. Although Texpool portfolio had a weighted average maturity of 41 days, the District considers holdings in these funds to have a one day weighted average maturity. This is due to the fact that the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

**NOTE 3. DEPOSITS AND INVESTMENTS** - Continued

Investments - Continued

The following table includes the portfolio balance of all investment types of the District at September 30, 2025:

| Investment Type | Fair Value | Weighted Average Maturity (Days) |
|---|---|---|
| Texpool | $ 7,991,096 | 41 |

Credit Risk - As of September 30, 2025, the LGIPs (which represent 100% of the District's portfolio) are rated AAAm by Standard and Poor's.

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

Fair Value - The District implemented its fair value measurements within the fair value hierarchy established by GASB No 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The District holds no investments as of September 30, 2025.

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

**Receivables and Allowances**

Receivables as of September 30, 2025, for the District, including the applicable allowances for uncollectible accounts, are as follows:

| | General Fund |
|---|---|
| Receivables: | |
| Property taxes | $ 218,953 |
| Lease | 530,234 |
| Due from other governments | 9,305 |
| Accounts | 37,475 |
| Gross receivables | 795,967 |
| Less Allowance for Uncollectible: | |
| Property taxes | ( 106,253) |
| Net total receivable | $ 689,714 |

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

**Receivables and Allowances** - Continued

Governmental funds defer the recognition of revenue in connection with receivables that are considered to be unavailable to liquidate liabilities of the current period and report these amounts as deferred inflows of resources. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned and report these amounts as a liability (unearned revenue). There is no unearned revenue as of September 30, 2025.

As of September 30, 2025, deferred inflows of resources were reported in the governmental fund as follows:

| | Amount |
|---|---|
| Delinquent property taxes receivable | $ 95,519 |
| Lease | 510,020 |
| Total deferred inflows of resources | $ 605,539 |

As of September 30, 2025, $ 510,020 deferred inflows of resources were reported in the governmental activities for leases.

**NOTE 5. CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2025, was as follows:

| | Balance 10/01/24 | Additions | Retirements | Balance 9/30/25 |
|---|---|---|---|---|
| Governmental Activities: | | | | |
| Capital Assets, Not Being Depreciated: | | | | |
| Land | $ - | $ 286,352 | $ - | $ 286,352 |
| Construction in progress | - | 490,000 | - | 490,000 |
| Total capital assets, not being depreciated | - | 776,352 | - | 776,352 |
| Capital Assets, Being Depreciated: | | | | |
| Buildings and improvements | - | 2,142,883 | - | 2,142,883 |
| Air pack equipment | 398,739 | - | - | 398,739 |
| Emergency equipment | 162,297 | 75,000 | - | 237,297 |
| Pumper truck and tanker | 4,238,521 | 365,375 | - | 4,603,896 |
| Total capital assets, being depreciated | 4,799,557 | 2,583,258 | - | 7,382,815 |

*(Continued)*

**NOTE 5. CAPITAL ASSETS** - Continued

| | Balance 10/01/24 | Additions | Retirements | Balance 9/30/25 |
|---|---|---|---|---|
| Accumulated Depreciation: | | | | |
| Buildings and improvements | - | - | - | - |
| Air pack equipment | 301,536 | 39,874 | - | 341,410 |
| Emergency equipment | 15,783 | 16,230 | - | 32,013 |
| Pumper truck and tanker | 1,466,414 | 423,852 | - | 1,890,266 |
| Total accumulated depreciation | 1,783,733 | 479,956 | - | 2,263,689 |
| Governmental activities capital assets, net | $ 3,015,824 | $ 2,879,654 | $ - | $ 5,895,478 |

Depreciation Expense

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

| | |
|---|---|
| Governmental Activities: | |
| General government and administration | $ 479,956 |
| Total depreciation expense - governmental activities | $ 479,956 |

**NOTE 6. PURCHASE FINANCING NOTES**

On September 21, 2016, the District entered into a Master Governmental Purchase Agreement with Wells Fargo in the amount of $ 413,666 for financing a Pumper Fire Truck purchased. The interest rate related to the obligation is 2.71% and the maturity date is October 3, 2025. During the year ended September 30, 2025, $ 59,680 of principal and $ 3,733 in interest expenses related to the note were paid. Accrued interest expense was $ 1,228 at September 30, 2025.

On September 21, 2017, the District entered into a Master Governmental Purchase Agreement with Branch Banking & Trust Company in the amount of $ 300,000 for financing of a Pumper Fire Truck purchased. The interest rate related to the obligation is 2.32% and the maturity date is September 1, 2027. During the year ended September 30, 2025, $ 31,711 of principal and $ 2,076 in interest expenses related to the note were paid. Accrued interest expense was $ 229 at September 30, 2025.

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

| Year Ended September 30, | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 77,742 | $ 2,564 | $ 80,306 |
| 2027 | 33,209 | 579 | 33,788 |
| | $ 110,951 | $ 3,143 | $ 114,094 |

**NOTE 6. PURCHASE FINANCING NOTES** - Continued

Transactions for the year ended September 30, 2025 are summarized as follows:

| | Balance 10/01/24 | Additions | Reductions | Balance 09/30/25 | Current Portion |
|---|---|---|---|---|---|
| Governmental Activities: | | | | | |
| Purchase financing notes | $ 202,342 | $ - | $ ( 91,391) | $ 110,951 | $ 77,742 |
| Total governmental activities | $ 202,342 | $ - | $ ( 91,391) | $ 110,951 | $ 77,742 |

**NOTE 7. LEASES**

Lease Receivable

The District enters into various lease agreements with the fire departments to use the District's trucks. The leases expire in various years through 2033. The District is receiving quarterly payments. The District recognized $ 146,301 in lease revenue and $ 20,547 in interest revenue during the current fiscal year related to these leases. As of September 30, 2025, the District's receivable for lease payments was $ 530,234. Also, the District has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2025, the balance of the deferred inflow of resources was $ 510,020. The future lease receivable as of September 30, 2025 was as follows:

| Year Ended September 30, | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 133,910 | $ 16,044 | $ 149,954 |
| 2027 | 84,946 | 12,125 | 97,071 |
| 2028 | 68,019 | 9,783 | 77,802 |
| 2029 | 70,170 | 7,633 | 77,803 |
| 2030 | 62,730 | 5,409 | 68,139 |
| 2031-2033 | 110,459 | 6,991 | 117,450 |
| | $ 530,234 | $ 57,985 | $ 588,219 |

**NOTE 8. EXCESS OF EXPENDITURES OVER APPROPRIATIONS**

During the year ended September 30, 2025, the District incurred expenditures in excess of appropriations in the general fund of $ 2,504,950.

**NOTE 9. EVALUATION OF SUBSEQUENT EVENTS**

The District has evaluated subsequent events through March 10, 2026, the date which the financial statements were available to be issued.

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# REQUIRED SUPPLEMENTAL INFORMATION

**BRAZORIA COUNTY EMERGENCY DISTRICT NO. 2** Exhibit D-1

*Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual - General Fund*
*For the Year Ended September 30, 2025*

| | Budgeted Amounts | | Actual | Variance with Final Budget Positive |
|---|---|---|---|---|
| | Original | Final | Amounts | (Negative) |
| Revenues: | | | | |
| Property taxes | $ 3,877,344 | $ 3,231,120 | $ 3,945,225 | $ 714,105 |
| Investment income | 200,000 | 166,667 | 371,490 | 204,823 |
| Lease | 65,500 | 54,583 | 166,848 | 112,265 |
| Miscellaneous | - | - | 76,318 | 76,318 |
| Total revenues | 4,142,844 | 3,452,370 | 4,559,881 | 1,107,511 |
| Expenditures: | | | | |
| Current: | | | | |
| General Government and Administration: | | | | |
| Brazoria County Appraisal District fees | 25,000 | 28,000 | 27,574 | 426 |
| Brazoria County Tax Assessor | 17,000 | 19,000 | 15 | 18,985 |
| Bookkeeping | 13,200 | 13,200 | 8,987 | 4,213 |
| Dispatching fee | 54,500 | 54,500 | 42,033 | 12,467 |
| Insurance and bonds | 3,000 | 15,000 | 6,310 | 8,690 |
| Member fee | 1,000 | 5,000 | 6,898 | (1,898) |
| Professional fees | 62,500 | 62,500 | 56,713 | 5,787 |
| Training | 28,000 | 28,000 | 84,018 | (56,018) |
| Repairs and maintenance | 140,000 | 140,000 | 58,776 | 81,224 |
| Miscellaneous | 18,400 | 22,650 | 36,756 | (14,106) |
| Contractual | 1,173,900 | 1,173,900 | 1,173,810 | 90 |
| Capital Outlay | 789,000 | 789,000 | 3,359,610 | ( 2,570,610) |
| Debt Service: | | | | |
| Principal | 80,306 | 98,000 | 91,391 | 6,609 |
| Interest and fees | 5,000 | 5,000 | 5,809 | ( 809) |
| Total expenditures | 2,410,806 | 2,453,750 | 4,958,700 | ( 2,504,950) |
| Change in fund balance | 1,732,038 | 998,620 | (398,819) | (1,397,439) |
| Fund balance - beginning | 8,453,181 | 8,453,181 | 8,453,181 | - |
| Fund balance - ending | $10,185,219 | $ 9,451,801 | $ 8,054,362 | $(1,397,439) |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Grant Application - FY25 State Criminal Alien Assistance Program

Approve Brazoria County's request for financial compensation from the U.S. Department of Justice regarding incurred correctional officer and correctional facility costs for incarcerating undocumented criminal aliens from July 1, 2023 - June 30, 2024.

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

OMB No. 1121-0329
Approval Expires 02/28/2027

# BJA FY25 State Criminal Alien Assistance Program (SCAAP)

Total Amount To Be Awarded Under This Funding Opportunity: $199,129,251

Anticipated Award Ceiling: Up to $59,000,000

Anticipated Period of Performance Duration: 12 months

Funding Opportunity Number: O-BJA-2025-172612

Deadline to submit SF-424 in Grants.gov: **June 23, 2026, by 11:59 p.m. Eastern Time**
Deadline to submit application in JustGrants: **June 30, 2026, by 8:59 p.m. Eastern Time**

Bureau of Justice Assistance
U.S. Department of Justice

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# BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), is accepting applications for funding in response to this notice of funding opportunity (NOFO).

| | |
|---|---|
| **Agency Name** | U.S. Department of Justice<br>Office of Justice Programs<br>Bureau of Justice Assistance |
| **NOFO Title** | BJA FY25 State Criminal Alien Assistance Program (SCAAP) |
| **Announcement Type** | Initial |
| **Funding Opportunity Number** | O-BJA-2025-172612 |
| **Assistance Listing Number** | 16.606 |

## Executive Summary

This NOFO seeks applications for payments under the statutorily required State Criminal Alien Assistance Program (SCAAP) to eligible "states" and "units of local government" that incurred certain types of costs due to "incarceration" of "undocumented criminal aliens" during the July 1, 2023, through June 30, 2024, reporting period.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

## Key Dates and Times

| | |
|---|---|
| **Funding Opportunity Release Date** | May 12, 2026 |
| **SAM.gov Registration/Renewal** | Recommend beginning process by May 20, 2026, and no later than June 8, 2026 |
| **Step 1: Grants.gov Application Deadline** | 11:59 p.m. Eastern Time on June 23, 2026 |
| **Step 2: JustGrants Application Deadline** | 8:59 p.m. Eastern Time on June 30, 2026 |

## Funding Details

**Total Amount To Be Awarded Under This Funding Opportunity:** $199,129,251

**Anticipated Number of Awards:** 500

**Anticipated Award Ceiling:** $59,000,000

**Anticipated Period of Performance Start Date:** July 1, 2023

**Anticipated Period of Performance Duration:** 12 months

## Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

## Statutory Authority

8 U.S.C. 1231(i) and 1365; Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; *see* Pub. L. No. 118-42, 138 Stat. 25, 147, para. 2)

## Agency Contact Information

For assistance with the requirements of this funding opportunity:

**Joseph Husted, Grants Management Specialist**
Phone: 202-598-3617
Email: scaap@usdoj.gov

For assistance with **SAM.gov** (registration/renewal):

**SAM.gov Help Desk**
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except for federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

**Grants.gov Customer Support Hotline**
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

**JustGrants Service Desk**
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

## Resources for Applying

**OJP Grant Application Resource Guide:** Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

**JustGrants Application Submission Training Webpage:** Offers helpful information and resources on the grant application process.

**Note:** If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.

# ELIGIBILITY

## Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments

The online FY 2025 SCAAP application specifically incorporates by reference the **eligibility requirements**, **definitions of terms**, and **detailed application instructions** set out in this document. To assist applicants, this document uses quotation marks to highlight defined terms (e.g., "state," "unit of local government," "undocumented criminal alien," "eligible inmate," and "correctional purposes"). See the "Submission Step 2: JustGrants Submission of Full Application – Standard Applicant Information" section for more information about the definitions of these terms for the purposes of this NOFO.

In general, a "state" or "unit of local government" is eligible to apply for a payment under the FY 2025 program if it "incarcerated" individuals in a "correctional facility" during the "reporting period" whom it either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens."

Absent highly unusual circumstances, OJP will not extend the application deadline or permit an applicant to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to the U.S. Department of Homeland Security (DHS) the data on "eligible inmates" from all of the applications submitted in JustGrants prior to the application deadline. The volume of "eligible inmates" data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2025 program on behalf of the "chief executive" of the applicant. This "submitting government official" must be registered in JustGrants in order to complete and submit an application to the FY 2025 program.

Instructions on how to register in JustGrants and how to access the online application for the FY 2025 program appear in the application submission section of this document.

**Important: Only a "state" or "unit of local government" is eligible to apply, and only on its own behalf.**

For the purposes of the FY 2025 program:

> **"State"** includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.
>
> **"Unit of local government"** means a political subdivision of a "state" with authority to independently establish a budget and impose taxes (typically, a "general-purpose"

political subdivision of a state). The term may include a county or municipality (e.g., city, county, town, township, village, borough, or parish).

Joint applications by two or more "states" or "units of local government" are **not** permitted, **even if** the application names only one state or unit of local government as the applicant. As a rule, an application must **not** incorporate or report data on either (1) individuals held in custody by the applicant on behalf of (pursuant to the legal authority of) another state or unit of local government or (2) costs associated with individuals held in custody on behalf of another state or unit of local government.

## Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.

# PROGRAM DESCRIPTION

## General Purpose of the Funding

This NOFO seeks applications for payments under the statutorily required State Criminal Alien Assistance Program (SCAAP) to eligible "states" and "units of local government" that incurred certain types of costs due to "incarceration" of "undocumented criminal aliens" during the July 1, 2023, through June 30, 2024, reporting period**.**

Under FY 2025 SCAAP, payments will be made in connection with "undocumented criminal aliens" who had been convicted of at least one felony or two misdemeanors (typically for violations of state or local law) and who were "incarcerated" under the legal authority of the applicant for at least 4 consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of its application, each applicant provides particular information about individuals it "incarcerated"—under its own legal authority—for at least 4 consecutive days during the "reporting period" and whom the applicant either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens." (Note: OJP transmits the data submitted on such individuals to DHS for a detailed review.) As part of its application, each applicant also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicants in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2025 program). Detailed information on payment calculations can be found in Appendix D: SCAAP Payment Calculations. All information submitted as part of an application is subject to appropriate review by OJP.

Before entering **any** information into the online application for the FY 2025 program, the government official who will complete and submit the application on behalf of an applicant **must** carefully review this document.

## Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

## Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.



# APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

## Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

**First-time Registration:** Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

**Renewing an Existing Registration:** Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

## Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

## Submission Step 1: Grants.gov Submission of SF-424

### Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

### Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

**Section 8F – Applicant Point of Contact**

Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

**Section 19 – Intergovernmental Review**

This funding opportunity is subject to Executive Order (E.O.) 12372 (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

**An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

## Submission Step 2: JustGrants Submission of Full Application

### Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).

2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

## Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

## Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

## SCAAP Application Data

In the online SCAAP application, each applicant will be asked to provide specific types of information. In general, they are:

- Information on the applicant and its "chief executive."
- Information on the "submitting government official."
- Data on "eligible inmates" during the "reporting period," which are provided through upload of a single ASCII-formatted file.
- Data pertinent to the applicant's costs of incarceration for the "reporting period," including information on "correctional officers" and associated salary expenditures, the total number of inmates incarcerated, and the "maximum bed count" in the applicant's "correctional facilities."

### "Submitting Government Official"

The online SCAAP application may be completed and submitted only by an appropriate official of the applicant. For each applicant, there may be only one "submitting government official."

That “submitting government official” must have the legal authority to apply to the FY 2025 program on behalf of the applicant, must have the necessary knowledge and information to complete the entire application accurately, and must in fact complete and submit all sections of the application. **Due diligence is required.**

The certifications within the online application vary in their precise content, but in each of them, the “submitting government official” must certify, on behalf of the official and the applicant, under penalty of perjury, that the information entered is “true and correct to the best of my knowledge and belief, based upon diligent inquiry and review,” and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the “submitting government official” certifies that the official has “the legal authority to make this certification to OJP, including from the chief executive of the applicant.”

### Part I. Information on the SCAAP Applicant and Its “Chief Executive”

**Information on the Applicant “State” or “Unit of Local Government”**
Refer to the information under “Eligibility,” including the definitions of “state” and “unit of local government,” to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a “state” or “unit of local government,” enter the appropriate information for the applicant in section 1 of the application.

**Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government”**
In section 1 of the application, enter the appropriate information for the current “chief executive” of the applicant.

Note that in virtually all cases, the “chief executive” of a “state” is the governor. As to “units of local government,” the title of the “chief executive” will vary depending on the organization of the local government, but only one individual in the local government is its “chief executive” (e.g., the mayor).

Click on the "Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

### Part II. Information on “Eligible Inmates”

**Eligible Inmates**
Each applicant is to provide detailed information about the individuals (1) the applicant “incarcerated” for at least 4 consecutive days during the “reporting period” and (2) who the applicant either **knows** were “undocumented criminal aliens” or **reasonably and in good faith believes** were “undocumented criminal aliens.” For purposes of the application to the FY 2025 program, such individuals are referred to as **“eligible inmates.”**

An individual is an “eligible inmate” only if **all** of the following are true:

- The inmate was “incarcerated” by the applicant under its own legal authority.
    - Definition: an individual is considered to have been “incarcerated” by (or on behalf of) the applicant when held (confined) in a “correctional facility” under the legal authority of the applicant, following conviction of the individual for a criminal offense. Such incarceration may have been in a “correctional facility” operated by

the applicant or in a "contract correctional facility" (including a regional facility) used by the applicant.
    - Note: an inmate is not considered to have been "incarcerated" by or on behalf of an applicant if the applicant held the inmate in custody on behalf of (under the legal authority of) another "state" or "unit of local government," pursuant to a contractual arrangement.
- The inmate was "incarcerated" for at least 4 consecutive days during the reporting period.
- The applicant either **knows**, or **reasonably and in good faith believes**, that the inmate is an "undocumented criminal alien." That is, that the inmate is both:
    - "Undocumented" (see definition below)
    - "Criminal alien" (see definition below)

**"Incarcerated"**
For the purposes of the FY 2025 program, an individual is considered to have been "incarcerated" by (or on behalf of) the applicant when held (confined) in a "correctional facility" **under the legal authority of the applicant, following conviction of the individual for a criminal offense**. Such incarceration may have been in a "correctional facility" operated by the applicant or in a "contract correctional facility" (including a regional facility) used by the applicant government.

- An inmate is not considered to have been "incarcerated" by or on behalf of an applicant if the applicant held the inmate in custody on behalf of (under the legal authority of) another "state" or "unit of local government," pursuant to a contractual arrangement.

**"Undocumented"**
For the purposes of the FY 2025 program, an individual is "undocumented" **if, as of the date the individual was "incarcerated" by the applicant,** the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, and the individual (1) entered the United States without authorization under federal law to do so, (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, or (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

**"Criminal Alien"**
For the purposes of the FY 2025 program, an "alien" (that is, an individual who is not a citizen or national of the United States) is a "criminal alien" if, as of the date the individual was "incarcerated" by the government, that individual had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does not constitute conviction of a felony or a misdemeanor for purposes of the FY 2025 program.

**"Inmate Records" and Associated Data Elements**
In section 2 of the application, the "submitting government official" is to provide an "inmate record" for each "eligible inmate."

- **Multiple Periods of Incarceration:** If, during the reporting period, the applicant incarcerated a particular "eligible inmate" for two or more periods of at least 4 consecutive days each, the applicant **must** create a **separate** "inmate record" for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.
- **"Eligible Inmates" Who Use Aliases:** If an applicant has reason to believe that a particular "eligible inmate" uses or has used aliases, the applicant may submit a separate "inmate record" for each alias, provided the information in the separate inmate record(s) is identical in all respects, other than as to last, first, and/or middle names. Note that this requirement for identical information—except as to names—specifically includes the "unique inmate number assigned by the applicant." (See list below.)

Each "inmate record" is to provide all of the following information, to the extent known to the applicant, using due diligence:

- Alien number, also referred to as "A-number"
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant
- Foreign country of birth
- "Date incarcerated" (see definition in Appendix A)
- FBI number

**Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ)**
This is an **optional** field in 2025 but will be mandatory in future fiscal years. See Appendix E for more information.

The detailed instructions for each of these data elements are set out in the table titled "SCAAP Data Elements for 'Inmate Records'—FY 2025 Program" in Appendix A. That table identifies the mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines "date incarcerated" and "date released." It also defines the required ASCII fixed-field format.

- For ease of reference, the "submitting government official" may wish to print out a copy of "SCAAP Data Elements for 'Inmate Records'—FY 2025 Program."
- Be aware that an "inmate record" that does not identify a **specific country** as the inmate's country of birth, but instead indicates that the country of birth is "unknown," will **not** be considered in the calculation of the amount of any payment under the FY 2025 program unless DHS (through its data review) is able to confirm that the inmate was in fact "undocumented" and the "inmate record" is otherwise sufficient.

**Submission of "Inmate Records"**
An applicant must provide "inmate records" for "eligible inmates" by uploading a single ASCII-formatted (.txt) file that contains the **entire** set of inmate records for the "reporting period."

- The "submitting government official" will upload a single ASCII-formatted file with all the "inmate records" for "eligible inmates.
    - Appendix A (titled "SCAAP Data Elements for 'Inmate Records'—FY 2025 Program") sets out the required ASCII fixed-field format to be used for the inmate file upload.
    - Appendix B lists DHS Immigration and Customs Enforcement (ICE) Country Codes. "Inmate records" submitted as part of a single ASCII fixed-field file are to include the appropriate "ICE Country Code" from the list in Appendix B. Do not use an abbreviation from any other list of country codes.
    - Appendix C (titled "Instructions for Upload of ASCII Fixed-field File of 'Inmate Records'") provides detailed instructions for the ASCII fixed-field file upload process.

## Part III. Information on "Correctional Officers" and "Correctional Facilities"

**Required Information on "Correctional Officers"**

In section 3 of the online application, the "submitting government official" must provide, by direct entry into the online application, all of the following information related to "correctional officers":

- The total number of **full-time "correctional officers"** employed by the **applicant** during the reporting period.
- The total number (reported as full-time employees (FTEs)) of **part-time "correctional officers"** employed by the applicant during the reporting period.
- The total number of **full-time "correctional officers"** providing services to the **applicant** as employees of "contract correctional facilities" (or as contractors) during the reporting period.
- The total number (reported as FTEs) of **part-time "correctional officers"** providing services to the applicant as employees of **"contract correctional facilities"** (or as contractors) during the reporting period.
- "Actual salary expenditures for correctional officers" during the reporting period.

In addition, section 3 of the online application requires the "submitting government official" to provide (as a file attached to the application) a "'Correctional Officer' Salary Expenditures Detail."

**Pertinent Definitions: "Correctional Officers" and "Associated Salary Expenditures"**

- **"Correctional facility"** means a facility typically used to hold (confine) in-custody individuals convicted of one or more criminal offenses.
    - A "correctional facility" may be operated by a "state" or "unit of local government" for its own use.
    - A "correctional facility" may be operated by a private or governmental entity that holds individuals in custody on **behalf of** (pursuant to the legal authority of) a "state" or "unit of local government," pursuant to a contractual arrangement. For the purposes of the FY 2025 program, such a facility (including a regional facility) is a **"contract correctional facility."**
    - A "correctional facility" may—in addition to holding in-custody individuals who have been **convicted** of criminal offenses—also hold in-custody individuals who have been **charged** with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a "correctional facility."

- **"Correctional Officer":** For the purposes of the FY 2025 program, "correctional officer" means a person whose **primary** employment responsibility is to maintain custody of individuals held in a "correctional facility." A person who meets this definition is a "correctional officer," regardless of whether this person is an employee of the applicant or an employee of a "contract correctional facility" used by the applicant.
    - Based on the **primary** employment responsibility, the term "correctional officer" may include a person who fills a position such as deputy sheriff, "correctional facility" or jail supervisor, chief of security or shift commander for a "correctional facility," or warden or assistant warden of a "correctional facility." The term "correctional officer" also may include a transportation officer (or someone in a similar position), but **only if** the person's **primary** employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside of the "correctional facility."
    - "Incarcerated" is defined above.
    - Persons whose **primary** responsibility is something other than to maintain custody of individuals held in custody in a "correctional facility" are not "correctional officers" for purposes of this program and **may not** be included in the "correctional officer" data reported in section 3 of the online application. This is the case **even though** such persons may provide services to a "correctional facility" used by the applicant or its inmates.
    - Persons who provide office and secretarial support or administrative services to (or for) a "correctional facility"; or whose **primary** employment responsibility involves housekeeping or maintenance at a "correctional facility"; or who provide food, health or medical care, education, training, or vocational counseling to "incarcerated" inmates are not "correctional officers" for purposes of the FY 2025 program. They **may not** be included in the "correctional officer" data reported in section 3 of the online application.
    - Similarly, persons whose **primary** employment responsibility is to work with inmates who are no longer held in custody in a "correctional facility" (e.g., parole and probation officers) or whose work involves inmates but whose primary employment responsibility is something other than "maintaining custody" of an inmate held in custody in a "correctional facility" (e.g., judges, prosecutors, public defenders, hearing officers, and warrant and apprehension units personnel) are **not** "correctional officers" for purposes of the FY 2025 program. They **may not** be included in the "correctional officer" data reported in section 3 of the online application.

- **Total number of "correctional officers"**
    - For **full-time** "correctional officers" employed by the applicant, report the total number of full-time correctional officers employed during the reporting period.
    - For **part-time** "correctional officers" employed by the applicant (reported as FTEs), report the total number of part-time correctional officers employed during the reporting period.
    - For **full-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable—using due diligence—to use of the "correctional facility" by the applicant for inmates held in custody under its own legal authority. As the "total

number," report the total number of such full-time correctional officers employed during the reporting period.
    - Similarly, for **part-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable—using due diligence—to use of the "correctional facility" by the applicant for inmates held in custody under its own legal authority. As the "total number," report the total number of such part-time correctional officers employed during the reporting period.

- **"Actual salary expenditures for correctional officers' during the reporting period" means the sum of:**
    - The actual amount (if any) paid by the applicant during the "reporting period" as the "salaries and wages" of full-time and part-time "correctional officers" it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
    - The actual amount (if any) **paid by any** "contract correctional facility" as the "salaries and wages" of full-time and part-time "correctional officers," but only to the extent the amounts paid are reasonably attributable—using due diligence—to inmates held in custody on behalf of, and under the legal authority of, the applicant.

- **"Salaries and wages"** may include amounts paid to a "correctional officer" as premium pay for a specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for overtime when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.
    - "Salaries and wages" may not include any payments or costs for employment benefits, including (without limitation) social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or report awards.

**Information Required in the "'Correctional Officer' Salary Expenditures Detail (for the Reporting Period)"**

Each applicant must attach a file to the application that sets out for each "correctional officer" included in the reported number of "correctional officers" the following:

- The **title** of the position held by the person (e.g., "corrections officer," "deputy sheriff," "warden") and the **total** "salaries and wages" paid to the person during the reporting period for that work. (The **name** of the correctional officer **should not** be included.)
- For an individual "correctional officer" employed by a "contract correctional facility," the "salaries and wages" listed must be the amount **reasonably attributable—using due diligence—**to inmates held in custody on behalf of, and under the legal authority of, the applicant.
- This salary detail file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all "salaries and wages" listed in the detail file must match the amount entered in the online application as, "'Actual salary expenditures for correctional officers during the reporting period."

- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

- To attach the file:
  - Click on the "Attach" button. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field.
  - Click the "Upload" button.

**Required Information on "Correctional Facilities"**
In section 3 of the online application, the "submitting government official" also must provide, by direct entry into the online application, all of the following information related to "correctional facilities":

- "Maximum bed count" for the reporting period.
- "Total all inmate days" for the reporting period.

In addition, section 3 of the online application requires the "submitting government official" to provide, as a file attached to the application, detail on "all inmate days, by reporting day" for the reporting period.

**Pertinent Definitions Relating to "Correctional Facilities"**

- **"Correctional facility" and "contract correctional facility"** are defined above.
- **"'Maximum bed count' for the reporting period":** If the applicant held inmates in custody **only in** "correctional facilities" operated by the applicant itself for its own use, the "'maximum bed count' for the reporting period" is the **maximum capacity** during any single day of the reporting period of all such "correctional facilities" operated by the applicant. If, however, the applicant **either** did not operate a "correctional facility" for its own use or operated one or more "correctional facilities" for its own use and also used other facilities to hold inmates in custody, the "'maximum bed count' for the reporting period" is the sum of:
  - The maximum **capacity** during any single day of the reporting period of all "correctional facilities" operated by the applicant itself for its own use.
  - The maximum number of inmates, if any, actually held in custody on behalf of (under the legal authority of) the applicant in a "contract correctional facility" during any single day of the reporting period.
  - The maximum number of inmates, if any, **actually held in custody** by the applicant during any single day of the reporting period in "temporary" or "overflow" facilities (e.g., gymnasiums).
- **"'Total all inmate days' for the reporting period"** means the cumulative number of days—determined using the nightly "head count" for each of the days in the reporting period—inmates were held in custody in a "correctional facility" by or on behalf of the applicant (pursuant to its own legal authority) during the "reporting period" **regardless of inmate citizenship, legal status, or the number of days held in custody.**

**Information Required in the "'All Inmate Days, by Reporting Day' Detail (for the Reporting Period)"**

- Each applicant must attach a file to its application that sets out for **each particular day of the reporting period**—using nightly "head counts"—the number of inmates held in custody in a "correctional facility" by or on behalf of the applicant (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This detail file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for "all inmate days" listed in this detail file must match the number entered in the online application as "'Total all inmate days' for the reporting period."
- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."
- To attach the file:
  - Click on the "Attach" button. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field.
  - Click the "Upload" button.

**Important Note Regarding "Correctional Officers" and "Correctional Facilities" Data**
As indicated earlier, all information submitted as part of an application to the FY 2025 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to "correctional officers" or "total all inmate days" may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 3 of the application (e.g., data on "correctional officers," data on "total all inmate days"), JustGrants calculates each applicant's average daily (salaries) cost per inmate during the "reporting period." As a point of reference and comparison, for the FY 2024 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was $64.96.

**REMINDER**: For each applicant, there may be only **one** "submitting government official." That "submitting government official" **must** complete **all** sections of the application and **must** be the one who submits the application to OJP.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

## Disclosures and Assurances

The applicant will address the following certifications electronically in JustGrants. The text of each required certification is included in Appendix F.

- Applicant and Submitting Government Official. This certification confirms the accuracy of all applicant-submitted information and the authority of the governing official.
- Information on "Eligible Inmates." This certification confirms the accuracy of applicant-submitted inmate information.

- Information on "Correctional Officers" and "Facilities." This certification confirms the accuracy of applicant-submitted correctional officer and facility information.

## Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the "Certify and Submit" feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

## Data Requested With Application

### Certifications in the Online Application for the FY 2025 Program

As part of the online application to the FY 2025 program, the "submitting government official" must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, the official's conformity with the requirements and instructions set out in this document, and the official's legal authority to execute the certifications and submit the application on behalf of the applicant.

JustGrants is designed to reject an application to the FY 2025 program if the "submitting government official" fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made. See the Disclosures and Assurances section for more information.

### DOJ Reliance on the Required Certifications as Material; Penalties for False Statements

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2025 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273) and also may subject both the "submitting government official" and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2025 program are subject to review by DOJ, including by OJP and the DOJ Office of the Inspector General.

## Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

   - A description of the technical difficulties experienced (provide screenshots if applicable).
   - A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.

# APPLICATION REVIEW

## Review Process and Criteria

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the OJP Grant Application Resource Guide for information on the application review process for formula grants.

### Application Review Information

**OJP Review of Applications; Corrections to Data (Other than "Eligible Inmate" Data)**

All information submitted as part of an application is subject to appropriate review by OJP. If a properly submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an email message to the "submitting government official" and the applicant's "chief executive" using the email addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, no corrections may be made to data submitted on "eligible inmates" (or "inmate records") after the application deadline has passed.

## Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the "Application Review" section. For additional information on the application review process, see the Application Resource Guide.

# AWARD NOTICES

## Federal Award Notices

### Notification and Acceptance of Payment

Once the amount of any payment under the FY 2025 program has been determined, award notifications will be sent through JustGrants. Please note that the JustGrants award notifications for all OJP programs include standard language, some of which is not applicable to SCAAP. For example, the language regarding post-award programmatic and financial reports can be disregarded. The SCAAP Help Desk will send a subsequent notification to recipients that will provide information concerning the amount available to the applicant and will provide detailed instructions for online acceptance (in JustGrants) and drawdown of funds.

An applicant is to complete the online acceptance process within 45 calendar days after receipt of the email notice from OJP. Formal acceptance in JustGrants is required before any electronic transfer of funds to the applicant. See the SCAAP Application Submission and Acceptance Job Aid Reference Guide.

# POST-AWARD REQUIREMENTS AND ADMINISTRATION

**Restriction on Use of SCAAP Payment; Associated Records**

As a matter of federal law, a "state" or "unit of local government" that receives a payment under the FY 2025 program must use the payment "only for correctional purposes." See 8 U.S.C. § 1231(i)(6).

**"Correctional Purposes"**: With respect to a "state" or "unit of local government," use of a SCAAP payment for "correctional purposes" means:

- Use of the funds to pay any cost reasonably attributable to that government's operation of a "correctional facility" for its own use, such as:
  - Salaries and wages paid to employees who work primarily and directly in the "correctional facility" **regardless** of whether those employees are "correctional officers."
  - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the "correctional facility."
  - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the "correctional facility," provide necessary services either to the "correctional facility" (e.g., administrative support) or the individuals "incarcerated" in the "correctional facility" (e.g., medical care, transportation).
  - Repair, maintenance, and overhead (e.g., utilities) costs reasonably attributable to operation of the "correctional facility."
- Use of the funds for payments to a "contract correctional facility" that are reasonably attributable to "incarceration" of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent "state" or "unit of local government."

**Maintenance of Records**

An applicant that receives a payment under the FY 2025 program must, for not less than 3 years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely for "correctional purposes," and must make those records available to DOJ, including OJP, upon request.

**Limit on Request for Compensation**

As a matter of federal law, "no jurisdiction shall request compensation for any cost greater than the actual cost for federal immigration and other detainees housed in state and local detention facilities." See, for example, Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147).

Additionally, refer to "Unallowable Uses of Funds."

## Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk).

Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

## Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

### Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the "Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

### Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

### Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in

some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.

# OTHER INFORMATION

## Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

## Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

## Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

# APPLICATION CHECKLIST

## BJA FY25 State Criminal Alien Assistance Program (SCAAP)

This application checklist has been created as an aid in developing an application. For more information, reference the "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

### SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

### Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

### Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

### Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details) and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

### Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.
- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review (if applicable).

- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact Joseph Husted at 202-598-3617 or scaap@usdoj.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

### Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
- Upload the Proposal Narrative.
- Complete the budget detail form.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the
  - system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

### JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

## Appendix A: SCAAP Data Elements for "Inmate Records"—FY 2025 Program

Please see Appendix A.

## Appendix B: DHS ICE Country Codes—For Use in "Inmate Records"

| Country Name | ICE Code | Country Name | ICE Code | Country Name | ICE Code |
|---|---|---|---|---|---|
| Afghanistan | AFGHA | Chad | CHAD | Ghana | GHANA |
| Albania | ALBAN | Chile | CHILE | Gibraltar | GIBRA |
| Algeria | ALGER | China, Peoples Republic | CHINA | Greece | GREEC |
| Andorra | ANDOR | Christmas Island | CHRIS | Greenland | GREEN |
| Angola | ANGOL | Cocos Islands | COCOS | Grenada | GRENA |
| Anguilla | ANGUI | Colombia | COLOM | Guadeloupe | GUADE |
| Antigua-Barbuda | ANTIG | Comoros | COMOR | Guatemala | GUATE |
| Argentina | ARGEN | Congo, Democratic Republic | DECON | Guinea | UINEA |
| Armenia | ARMEN | Congo, Republic | CONGO | Guinea Bissau | BISSA |
| Aruba | ARUBA | Cook Islands | COOK | Guyana | GUYAN |
| Australia | RALIA | Costa Rica | COSTA | Haiti | HAITI |
| Austria | STRIA | Cote d'Ivoire | IVORY | Holy See | VATIC |
| Azerbaijan | AZERB | Croatia | CROAT | Honduras | HONDU |
| Bahamas, The | BAHAM | Cuba | CUBA | Hong Kong | HONGK |
| Bahrain | BAHRA | Cyprus | CYPRU | Hungary | HUNGA |
| Bangladesh | BANGL | Czech Republic | CZREP | Iceland | ICELA |
| Barbados | BARBA | Czechoslovakia, former | CZECH | India | INDIA |
| Belarus | BELAR | Denmark | DENMA | Indonesia | INDON |
| Belgium | BELGI | Djibouti | DJIBO | Iran | IRAN |
| Belize | BELIZ | Dominica | INICA | Iraq | IRAQ |
| Benin | BENIN | Dominican Republic | DR | Ireland | IRELA |
| Bermuda | BERMU | Ecuador | ECUAD | Israel | ISRAE |
| Bhutan | BHUTA | Egypt | EGYPT | Italy | ITALY |
| Bolivia | BOLIV | El Salvador | ELSAL | Jamaica | JAMAI |
| Bosnia-Herzegovina | BOSNI | Equatorial Guinea | EQUAT | Japan | JAPAN |
| Botswana | BOTSW | Eritrea | ERITR | Jordan | JORDA |
| Brazil | BRAZI | Estonia | ESTON | Kazakhstan | KAZAK |
| British Virgin Islands | BVI | Ethiopia | ETHIO | Kenya | KENYA |
| Brunei | BRUNE | Falkland Islands | FALKL | Kiribati | KIRIB |
| Bulgaria | BULGA | Fiji | FIJI | Korea | KOREA |
| Burkina Faso | BURKI | Finland | FINLA | Kuwait | KUWAI |
| Burma | BURMA | France | FRANC | Kyrgyzstan | KYRGY |
| Burundi | BURUN | French Guiana | FRGUI | Laos | LAOS |
| Cambodia | CAMBO | French Polynesia | POLYN | Latvia | LATVI |
| Cameroon | CAMER | French Southern and Antarctic Lands | ANTAR | Lebanon | LEBAN |
| Canada | CANAD | Gabon | GABON | Lesotho | LESOT |
| Cape Verde | CAPEV | Gambia | GAMBI | Liberia | LIBER |
| Cayman Islands | CAYMA | Georgia | GEORG | Libya | LIBYA |

| Country Name | ICE Code | Country Name | ICE Code | Country Name | ICE Code |
|---|---|---|---|---|---|
| Central African Republic | CAFRI | Germany | GERMA | Liechtenstein | LIECH |
| Lithuania | LITHU | Palestine | PALES | Sweden | SWEDE |
| Luxembourg | LUXEM | Panama | PANAM | Switzerland | SWITZ |
| Macau | MACAU | Papua New Guinea | PAPUA | Syria | SYRIA |
| Macedonia | MACED | Paraguay | PARAG | Taiwan | TAIWA |
| Madagascar | MADAG | Peru | PERU | Tajikistan | TAJIK |
| Malawi | MALAW | Philippines | PHILI | Tanzania | TANZA |
| Malaysia | MALAY | Pitcairn Island | PITCA | Thailand | THAIL |
| Maldives | MALDI | Poland | POLAN | Togo | TOGO |
| Mali | MALI | Portugal | PORTU | Tonga | TONGA |
| Malta | MALTA | Qatar | QATAR | Trinidad and Tobago | TRINI |
| Marshall Islands | MARSH | Reunion | REUNI | Tunisia | TUNIS |
| Martinique | MARTI | Romania | ROMAN | Turkey | TURKE |
| Mauritania | MAUTA | Russia | RUSSI | Turkmenistan | TURKM |
| Mauritius | MAUTI | Rwanda | RWAND | Turks and Caicos Islands | TURKS |
| Mexico | MEXIC | Samoa | SAMOA | Tuvalu | TUVAL |
| Micronesia, Federated States | FSM | San Marino | SANMA | Uganda | UGAND |
| Moldova | MOLDO | Sao Tome and Principe | SAOTO | Ukraine | UKRAI |
| Monaco | MONAC | Saudi Arabia* | SAUDI | United Arab Emirates | UAE |
| Mongolia | MONGO | Senegal | SENEG | United Kingdom | UK |
| Montserrat | MONTS | Seychelles | SEYCH | Uruguay | URUGU |
| Morocco | MOROC | Sierra Leone | SIERR | Uzbekistan | UZBEK |
| Mozambique | MOZAM | Singapore | SINGA | Vanuatu | VANUA |
| Namibia | NAMIB | Slovak Republic | SLOVA | Venezuela | VENEZ |
| Nauru | NAURU | Slovenia | SLOVE | Vietnam | VIETN |
| Nepal | NEPAL | Solomon Islands | SOLOM | Wallis and Futuna Islands | WALLI |
| Netherlands | NETHE | Somalia | SOMAL | West Indies | WINDI |
| Netherlands Antilles | ANTIL | South Africa | SAFRI | Western Sahara | WSAHA |
| New Caledonia | NEWCA | South Korea | SKORE | Western Samoa | WSAMO |
| New Zealand | NEWZE | Soviet Union, former | USSR | Yemen | YEMEN |
| Nicaragua | NICAR | Spain | SPAIN | Yugoslavia, former | YUGOS |
| Niger | NIGE | Sri Lanka | SRILA | Zambia | ZAMBI |
| Nigeria | NIGIA | St. Helena | STHEL | Zimbabwe | ZIMBA |
| Niue | NIUE | St. Kitts-Nevis | STKIT | | |
| North Korea | NKORE | St. Lucia | STLUC | Born on ship/plane | SHIP |
| Northern Ireland | NIREL | St. Pierre and Miquelon | STPIE | Stateless | STATE |
| Norway | NORWA | St. Vincent and the Grenadines | STVIN | | |
| Oman | OMAN | Sudan | SUDAN | | |
| Pakistan | PAKIS | Suriname | SURIN | * ARABI also may be used as the code for Saudi Arabia | |
| Palau | PALAU | Swaziland | SWAZI | | |

## Appendix C: Instructions for Upload of ASCII Fixed-field File of "Inmate Records"

**Upload of an ASCII Fixed-field File of All "Inmate Records"**
This method for submitting "inmate records" on "eligible inmates" allows an applicant to submit the entire set of inmate records as a **single ASCII-formatted file** uploaded directly into JustGrants. The SCAAP Application Submission and Award Acceptance Guide specifies the required fields and format.

Each "inmate record" in the uploaded ASCII file is to contain **all the** mandatory data fields in the specified format. Through a file upload "status report" (which will refer to each "inmate record" as a "line"), JustGrants will flag "inmate records" within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

"Inmate records" that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP's payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant has **not** yet submitted its application in OJP's JustGrants, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of "inmate records" is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If JustGrants nevertheless identifies errors in the file—and the application deadline has not yet passed—the applicant should correct those errors as soon as possible **before** it "submits" the application in JustGrants.

**ALERTS**

- An ASCII "inmate-record" file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of "inmate records," any subsequent upload of a new or modified file **will overwrite (and delete)** the previously uploaded file **in its entirety**. Similarly, the addition of any inmate records via direct data entry will overwrite (and delete) the previously uploaded ASCII fixed-field file in its entirety.
- Upload of a large ASCII fixed-field file of "inmate records" may take a considerable amount of time.
    - Generally, there is a brief start-up delay when the upload is being initiated.
    - A file that contains 50,000 "inmate records" may take 15 minutes or longer to upload, even after the file upload actually has begun.
    - If the applicant's internet browser "times out" or is disconnected during the file upload process, errors may result. It is important to review the file upload "status report" (see below) to determine whether the expected number of "inmate records" in fact was uploaded.

**The Upload Process—In General**

To submit “inmate records” for “eligible inmates” by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 2 of the online application, click on the "Upload Inmate File" button.

Step 2: Click on the "Upload" box to attach the file. A pop-up window will appear.

Step 3: Click on the “Browse” button in the pop-up window.

Step 4: Locate the correct file name and double click on it. The file name will appear in the blank field.

Step 5: Click the “Upload” button. A message should appear in the pop-up window that indicates the status of the file upload. Click the "X" in the upper right corner of the pop-up box to close it. The ASCII fixed-field file name should now appear next to the upload button on the main page.

Step 6: Click the “Validate” button. Any errors present in the inmate file will be displayed. Correct any errors listed and reupload the entire inmate file once the update is completed.

Step 7: Click the “Continue” button to proceed to the next section of the application.
The file upload “status report” will indicate the total number of “inmate records” uploaded and the number of those records that are “complete.” In addition, the report will provide a detailed list of any inmate records (by “line” number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

## Appendix D: SCAAP Payment Calculations—General Overview

A General Overview of the Method OJP Uses to Calculate Payments under SCAAP

1. DHS reviews “inmate records.” All complete inmate records submitted in applications from “eligible applicants” are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed review that focuses on determining whether each individual identified in an “inmate record” **in fact** was “undocumented”—or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States—at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on “correctional officers,” “actual salary expenditures for correctional officers,” and “total all inmate days.” As appropriate and feasible, OJP requires additional—or corrected—information from applicants.
5. For each applicant with one or more “inmate records” determined to be eligible for payment, JustGrants calculates the average daily (salaries) cost per inmate for the applicable “reporting period.” In general, this is done by dividing “actual salary expenditures for correctional officers” (for the reporting period) by “total all inmate days” (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant’s average daily (salaries) cost per inmate, JustGrants calculates an amount—referred to as the applicant’s total “eligible inmate costs”—that reflects the applicant’s total (salaries) costs of incarcerating “undocumented criminal aliens” during the applicable “reporting period.”

7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicants on a proportionate (percentage) basis, using each applicant's total "eligible inmate costs."

For example, during the FY 2024 program, payments made to applicant represented approximately 17.7 percent of each applicant's total "eligible inmate costs."

## Appendix E: Law Enforcement Support Center Immigration Alien Query Overview

State and local law enforcement agencies may provide specific notice to DHS of an "undocumented criminal alien's" name, their release date, and their home and work addresses through the Law Enforcement Support Center (LESC). The LESC Immigration Alien Query (IAQ) field is an optional field in 2025 for each inmate record to assist in establishing the eligibility of inmates for SCAAP reimbursement, but it will be mandatory in future fiscal years.

LESC is ICE's single national point of contact that provides timely immigration status information, identity information, and real-time assistance to local, state, and federal law enforcement agencies on aliens suspected of, arrested for, or convicted of criminal activity. LESC, located in Williston, Vermont, operates 24 hours a day, 7 days a week, 365 days a year.

## Appendix F: SCAAP Certifications

Required Certification to OJP by the Submitting Government Official: Applicant and Submitting Government Official

On behalf of myself and the applicant, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on the applicant and the submitting government official entered above as part of this online SCAAP application is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the SCAAP NOFO under which this application is submitted for funding. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Required Certification to OJP by the Submitting Government Official: Information on “Eligible Inmates"

On behalf of myself and the applicant, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP NOFO under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant and Submitting Government Official."

Required Certification to OJP by the Submitting Government Official: Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP NOFO under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant and Submitting Government Official."

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.10.** **6/9/2026**

Amendment to 2025 Annual Action Plan

Approve Minor Amendment to the 2025 Annual Action Plan to obligate funding for Community Development Block Grant (CDBG) funding to one Public Facility project.

**BRAZORIA COUNTY 2025 ACTION PLAN**
**MINOR AMENDMENT**
**June 9, 2026**

The U.S. Department of Housing and Urban Development (HUD) requires Brazoria County to amend its annual Action Plan when changes are required to the plan. Brazoria County's 2025 Action Plan was previously approved on August 12, 2025. The amendment below constitutes a minor change to the Action Plan (increase in funding less than 25%) and does not require a public comment period.

**2025 Annual Action Plan**

Project 2025/3 Danbury Public Facility Improvements - Increase project funding by $32,899.00 (2021 and 2022 CDBG funding). Total project funding will be $199,399.00 in Community Development Block Grant funding.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.11.** **6/9/2026**

Public Facility Agreement City of Danbury

Amendment to Public Facility Agreement with City of Danbury is requested to increase funding for project construction. Authorize 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 Danbury
# (2025 Infrastructure Improvements)

**WHEREAS** on June 9, 2026, the Brazoria County Commissioner's Court at its regular Commissioner's Court meeting approved an amendment to the Public Facilities Agreement between "City of Danbury" and "Brazoria County" as follows:

Page 2, Section VI – Grant Amount, shall be amended to read as follows:

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be One Hundred Ninety-Nine Thousand Six Hundred Ninety-Eight Dollars and No Cents ($199,698.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be One Hundred Ninety-Nine Thousand Six Hundred Ninety-Eight Dollars and No Cents ($199,698.00), or the amount received from HUD, whichever is less.

Page 2, Section VII – Budget, shall be amended to read as follows:

| Line Item | Amount |
|---|---|
| Environmental Review | 3,701.00 |
| Generator Installation | 195,698.00 |
| Total | $199,698.00 |

In addition, if the Grantee requires a more detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Page 4, Section XI. E. Insurance & Bonding, shall be amended to read as follows:

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to One Hundred Ninety-Nine Thousand Six Hundred Ninety-Eight Dollars and No Cents ($199,698.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

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.12.** **6/9/2026**

Brazoria County Community Development Block Grant - Mitigation

Approve the resolution regarding designating authorized signatories for contractual documents and documents requesting funds pertaining to the Community Development Block Grant - Mitigation Program (CDBG-MIT) for Texas General Land Office Contract #24-065-201-F504.

## RESOLUTION AUTHORIZING SIGNATORIES

**A RESOLUTION BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) CONTRACT NUMBER 24-065-201-F504.**

**WHEREAS**, Brazoria County has received a Community Development Block Grant – Mitigation program award to provide Water, Sewer, Street and Flood and Drainage Facility Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

**WHEREAS**, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

**WHEREAS**, Brazoria County acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.) the County must provide CDBG-MIT with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-DR *Depository/ Authorized Signatories Designation Form*.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS, AS FOLLOWS:**

SECTION 1: The County Judge is authorized to execute contractual documents between the Texas General Land Office and the County for the Community Development Block Grant - Mitigation Program.

SECTION 2: The County Judge, County Auditor, and County Treasurer are authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant -Mitigation Program.

**PASSED AND APPROVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS**, on_____, 2026.

**APPROVED:**

_____
County Judge

**ATTEST:**

_____

## RESOLUTION AUTHORIZING SIGNATORIES

**A RESOLUTION BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) CONTRACT NUMBER 24-065-201-F504.**

**WHEREAS**, Brazoria County has received a Community Development Block Grant – Mitigation program award to provide Water, Sewer, Street and Flood and Drainage Facility Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

**WHEREAS**, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

**WHEREAS**, Brazoria County acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.) the County must provide CDBG-MIT with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-DR *Depository/ Authorized Signatories Designation Form*.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS, AS FOLLOWS:**

SECTION 1: The County Judge is authorized to execute contractual documents between the Texas General Land Office and the County for the Community Development Block Grant - Mitigation Program.

SECTION 2: The County Judge, County Auditor, and County Treasurer are authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant -Mitigation Program.

**PASSED AND APPROVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS**, on 6-9-2026, 2026.

**APPROVED:**

County Judge

**ATTEST:**

COMMISSIONERS COURT BRAZORIA COUNTY, TEXAS

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.13.** **6/9/2026**

Interlocal Agreement with Houston-Galveston Area Council (H-GAC)

Approve the attached Interlocal Agreement with the Houston-Galveston Area Council (H-GAC) for the purchase of remote sensing data and related services pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Whereas, the attached scope of work outlines the County's interest to contribute to the production of LiDAR data for the County's region with other H-GAC funding partners; and

Whereas, Court Order H.17 dated October 14, 2025 authorizes the Judge to sign a Letter of Intent to contribute to the production of LiDAR data per the terms of the Interlocal Agreement; and

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

## INTERLOCAL AGREEMENT FOR PURCHASE OF AERIAL PHOTOGRAPHY AND RELATED SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as Houston-Galveston Area Council, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the Brazoria County, hereinafter referred to as the "Local Government or Entity" having its principal place of business at 111 E Locust, Angleton, Texas, 77515 United States. H-GAC and the Local Government or Entity may also be referred to as "Parties" throughout this Agreement.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

WHEREAS, the Local Government or Entity desires to purchase certain governmental administrative functions, goods or services specific to Aerial Photography including all associated Aerial Photography related services.

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 7 as hereinafter specified in accordance with the Agreement, and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and the Local Government or Entity are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and the Local Government or Entity are authorized to contract together for H-GAC to perform certain services for the Local Government or Entity.

NOW, THEREFORE, H-GAC and the Local Government or Entity do hereby agree as follows:

### ARTICLE 1 LEGAL AUTHORITY

The Local Government or Entity warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. H-GAC assures the Local Government or Entity that it possesses adequate legal authority to enter into the Agreement.

### ARTICLE 2 APPLICABLE LAWS

H-GAC and the Local Government or Entity agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### ARTICLE 4 INDEPENDENT PARTIES

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Local Government or Entity. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Local Government or Entity the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government, or vice versa.

**ARTICLE 5 PARTY LIABILITY**

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenant and agree, to the extent permitted by law, that each shall be solely responsible for, and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement

**ARTICLE 6 PERFORMANCE PERIOD**

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 30-Mar-2026 and ends 31-Dec-2027.

H-GAC or the Local Government or Entity may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by the local government.

**ARTICLE 7 SCOPE OF SERVICES**

H-GAC agrees to purchase, for the Local Government or Entity, an Aerial Photography license and all associated Aerial Photography related data and services on behalf of the Council's Geographic Data Workgroup, as enumerated through the submission of a duly executed purchase order, order form, or resolution. All material purchased hereunder shall be in accordance with specifications established and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director. The Geographic Data Workgroup is a workgroup of H-GAC, created under the governance of H-GAC.

The Local Government or Entity authorizes H-GAC to purchase services and materials specified by a purchase order.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC.

Ownership (title) of material purchased shall be transferred directly from the H-GAC (Primary Licensee) to the local government or entity (Secondary Licensee) by way of public domain after the termination of the license agreement. The Aerial Imagery license will begin at the date upon which all aerial imagery products are delivered to H-GAC and terminate 18 months after such delivery date to H-GAC.

**ARTICLE 8 PAYMENTS**

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local

government during the current fiscal year, on or before the date of the delivery of materials and services to be provided as outlined in the Letter of Intent.

**ARTICLE 9 CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Geographic Data Workgroup to be performed hereunder.

**ARTICLE 10 TERMINATION PROCEDURES**

H-GAC or the Local Government or Entity may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the Local Government or Entity agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

**ARTICLE 11 SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 12 FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 13 FEDERAL COMPLIANCE**

All parties to this agreement agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, the Parties' shall notify each potential subcontractor or supplier of The Parties' federal compliance obligations. These may 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) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to

nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 14 TEXAS PUBLIC INFORMATION ACT**

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act). Since both Parties are subject to the Act, each shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other. In the event a Party to this Agreement receives a written request for information pursuant to the Act that affects one rights, title to, or interest in any information or data or a part thereof under this Agreement, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Party receiving the request solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

**ARTICLE 15 VENUE**

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

**ARTICLE 16 ENTIRE AGREEMENT**

The parties agree that this Agreement contains all the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

**The Financial Amount Due to H-GAC by the Local Government or Entity: $22,000(USD). This amount will be paid in full at completion of the data collection.**

**SIGNATURES**

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

**Brazoria County**

Signature

Name

Title

Date

**Houston-Galveston Area Council**

Signature

Name Chuck Wemple

Title Executive Director

Date

**Matt Hanks, P.E.**
COUNTY ENGINEER

**Karen McKinnon, P.E.**
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

**Wael Tabara, P.E., CFM**
ASST. COUNTY ENGINEER

**Barbara X. Martinez, P.E.**
STAFF ENGINEER

(979) 864-1270
FAX

**BRAZORIA COUNTY ENGINEERING**
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

# 2026 Digital Orthophotography (Aerial Imagery) Letter of Intent

The Houston-Galveston Area Council (H-GAC) and its Geographic Data Workgroup (GDW) are coordinating the acquisition, QA/QC, and production of Digital Orthophotography (Aerial Imagery) data. Under these agreements, costs are to be shared by H-GAC and its cost-share participant GDW or H-GAC members.

I hereby certify that *Brazoria County* is either a current member of the Houston-Galveston Area Council (H-GAC), the Geographic Data Workgroup (GDW) or is in association with one of the 13 counties within the H-GAC region, and seeks to purchase 2026 Digital Orthophotography (Aerial Imagery) data as previously requested at a cost of $22,000.

I further certify that *Brazoria County* has budgeted funds for this project and will reimburse the Houston-Galveston Area Council for an amount not to exceed *$22,000*(see attachment).

Payment for 2026 Digital Orthophotography (Aerial Imagery) (select one):

- ☐ In advance of product delivery
- ☐ Delay full invoice until funds become available in *Month*/Year.
- ☒ Upon delivery of data to H-GAC in June or July 2026
- ☐ Other: _____.

**Participating Entity Information:**

| | |
|---|---|
| BRAZORIA COUNTY | Matt Sebesta, County Judge |
| *Organization Name* | *Name of Representative* |
| 451 N Velasco , Suite 230 | Signed by: L. M. "Matt" Sebesta, Jr. |
| *Organization Mailing Address* | *Signature of Representative* |
| | 979.864.1200 |
| *Organization Mailing Address* | *Phone Number* |
| Angleton, TX 77515 | |
| *City, State, ZIP* | *E-Mail* |

CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS COURT

**ORDER NO.H.17.**

**INTENT TO CONTRIBUTE TO PRODUCTION OF 2026 AERIAL IMAGERY - HOUSTON-GALVESTON AREA COUNCIL (HGAC)**

Approve the attached letter of intent to contribute to the production of Aerial Imagery for the County's region with other H-GAC funding partners as attached.

Whereas, the attached letter of intent stipulates the County's willingness to participate; and

Whereas, funds for this expenditure (not to exceed $22,000.00) are in the 2026 Road and Bridge Budget.

Further, that the County Judge be authorized to sign the attached Letter of Intent and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

| | |
|---|---|
| **RESULT:** | **PASSED** |
| **MOVER:** | Ryan Cade |
| **SECONDER:** | David R. Linder |
| **AYES:** | Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder |

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

**ORDER NO.H.17.** **INTENT TO CONTRIBUTE TO PRODUCTION OF 2026 AERIAL IMAGERY - HOUSTON-GALVESTON AREA COUNCIL (HGAC)**

as passed by the Commissioners Court on the 14th day of October, A.D., 2025, and as the same appear(s) in the Commissioners Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of October, A.D., 2025.**

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners
Court of Brazoria County, Texas

By: _____
T. Poenitzsch, Deputy

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.14.** **6/9/2026**

Final Acceptance of Roads - Orchard Park Lane Phase 1 Street Dedication - Abstract 417 (Precinct 4)

Whereas, the plat of Orchard Park Lane Phase 1 Street Dedication - Abstract 417 (Precinct 4), was approved by the City of Manvel on November 20, 2020; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023-050168 dated November 7, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order 49 dated October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas, the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day June 9, 2026.

| CR # | Street Name | ROW | Length (FT) | Length (Mi) |
|---|---|---|---|---|
| 1249 | Orchard Park Lane | 80' | 492.37 | .09 |

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

# Memorandum

To: Brazoria County Municipal Utility District No. 39
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE

Copy: TCEQ Regional Office (Houston) (w/ enclosure)
Mr. Russell Bynum, PE, Pomona Phase 5, LLC
Mr. Scott Wright, Pomona Phase 5, LLC

Date: April 22, 2024

Re: Engineer Certificate of Substantial Completion
Construction of the Bridge, Paving and Appurtenances
To Serve Orchard Park Lane Phase 1
Brazoria County Municipal Utility District No. 39
City of Manvel ETJ, Brazoria County
LJA Job No. 2149-8005P (11.1)

---

Enclosed please find your copy of the Engineer's Certificate of Substantial Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.380.4425

HJH/vr

**ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION**

Name of Project: Construction of the Bridge, Paving and Appurtenances to Serve Orchard Park Lane Phase 1

Owner of Project: Brazoria County Municipal Utility District No. 39

Address of Owner: c/o Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Bridge, Paving and Appurtenances to Serve Orchard Park Lane Phase 1; LJA Job No. 2149-8005P; Triple B Services, LLP

Consulting Engineer LJA Engineering, Inc.
1904 W Grand Parkway N, Suite 100 Katy, Texas 77494

LJA Project Number: 2149-8005P (11.1)

I certify this Project was substantially completed on November 6, 2023, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Hannah J. Horsfield, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings". A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.




(SEAL)

(Signature)

Hannah J. Horsfield, PE,
(Type Name, Title and Date Signed)

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

May 15, 2026

The Office of the County Engineer
Brazoria County
451 North Velasco Street, Suite 230
Angleton, Texas 77515

Re: Bridge, Paving and Appurtenances
To Serve Orchard Park Lane Phase 1
Brazoria County MUD No. 39
LJA Job No. 2149-8005P (6.1)

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Orchard Park Lane Phase 1. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Orchard Park Lane Phase 1 are as follows:

Orchard Park Lane Length = 492.37' Paving Width = 41' R.O.W. Width = 80'

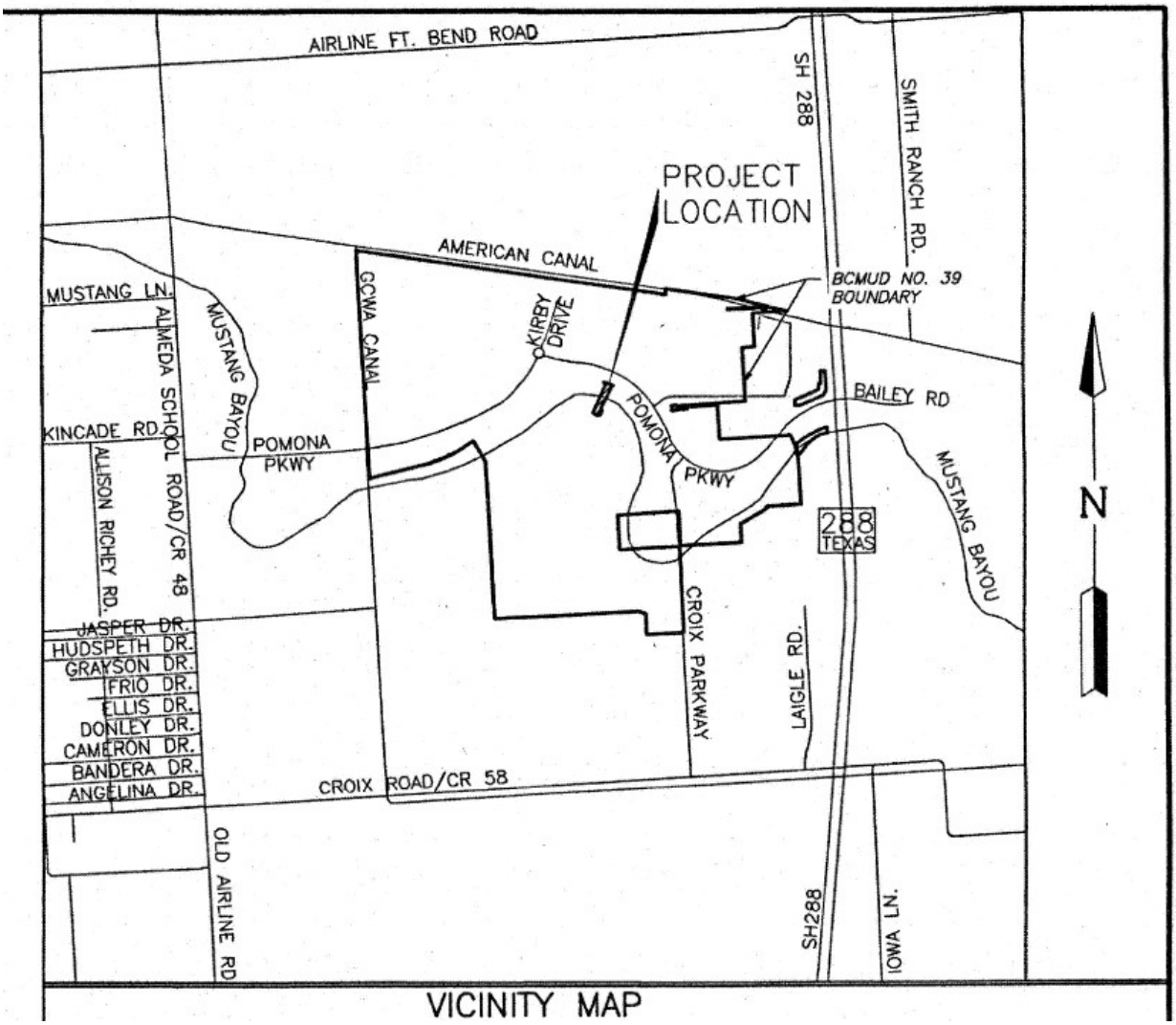
Should you have any questions or need any additional information concerning this project, please call me at 713.380.4425.

Sincerely,

Hannah J. Horsfield, PE
Project Manager

HJH/jb

Copy: Mr. Russell Bynum, MC 288, LLC




VICINITY MAP

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRIAN CARLOCK, SENIOR VICE PRESIDENT OF POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION, 0.951 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 10 AND 20 OF SECTION 88 AND A PORTION OF LOT 1 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOMES COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRIAN CARLOCK, ITS SENIOR VICE PRESIDENT,

THIS 2 DAY OF November, 2020.

BY: POMONA PHASE 5, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
BRIAN CARLOCK, SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRIAN CARLOCK, SENIOR VICE PRESIDENT OF POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2 DAY OF November, 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SHANNON SUSAN DEAR
Notary Public, State of Texas
Comm. Expires 01-22-2022
Notary ID 10935492

WE, TEXAS CAPITAL BANK, A NATIONAL ASSOCIATION, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS ORCHARD PARK LANE PHASE 1 STREET DEDICATION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NOS. 2020018766 & 2020018776 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK,
A NATIONAL ASSOCIATION

BY: _____

PRINT NAME: Danielle E. Poole

TITLE: Vice President

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Danielle E. Poole, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 29th DAY OF October, 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

TIFFANY WEBER
Notary Public, State of Texas
Comm. Expires 05-25-2021
Notary ID 131146368

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE GROUND IN ACCORDANCE WITH THE INFORMATION PROVIDED ME AND CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF SURVEY AND IS TRUE AND CORRECT AND THAT ALL BOUNDARY CORNERS, LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE ARE PROPERLY MARKED WITH 5/8 INCH DIAMETER IRON RODS THREE FEET LONG OR AS SHOWN ON THE PLAT.

_____
KEITH W. MONROE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4797

STATE OF TEXAS
KEITH W. MONROE
4797
REGISTERED
PROFESSIONAL
LAND SURVEYOR

APPROVED BY THE BOARD OF COMMISSIONERS ON Dec. 16, 2020

_____
BRAZORIA DRAINAGE DISTRICT NO. 4

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #20128

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS 9th DAY OF November, 2020

_____
PLANNING, DEVELOPMENT, AND ZONING COMMISSION

METES AND BOUNDS DESCRIPTION:

BEING 0.951 ACRE (41,433 SQUARE FEET) OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 10 AND 20 OF SECTION 88 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), AND A PORTION OF LOT 1 OF SECTION 89 OF SAID ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, SAID 0.951 ACRE (41,433 SQUARE FEET) ALSO BEING A PORTION OF THAT CERTAIN CALLED 219.915 ACRE TRACT (DESCRIBED AS PART 1), A PORTION OF THAT CERTAIN CALLED 2.590 ACRE TRACT (DESCRIBED AS PART 2), BOTH CONVEYED TO POMONA PHASE 5, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2020041936, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.O.P.R.), AND A PORTION OF THAT CERTAIN CALLED 26.948 ACRE TRACT (DESCRIBED AS PART 3), CONVEYED TO POMONA PHASE 5, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2020041935, B.C.O.P.R., SAID 0.951 ACRE (41,433 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED IN BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT)):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA ENG" MARKING THE NORTHWEST CORNER OF AFOREMENTIONED 2.590 ACRES, SAME BEING THE NORTHEAST CORNER OF POMONA RECREATIONAL CENTER, A SUBDIVISION OF RECORD IN FILE NUMBER 2015032417, B.C.P.R., AND BEING ON THE ARC OF A CURVE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF POMONA PARKWAY (120 FEET WIDE), AS SHOWN ON POMONA PARKWAY AND KIRBY DRIVE STREET DEDICATION, A SUBDIVISION OF RECORD IN FILE NUMBER 2015031770, B.C.P.R.;

THENCE, WITH THE COMMON LINE OF SAID 2.590 ACRES AND SAID POMONA PARKWAY, 206.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1455.00 FEET, A CENTRAL ANGLE OF 08° 08' 09", AND A CHORD WHICH BEARS SOUTH 71° 51' 24" EAST, 206.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH SAID COMMON LINE, 132.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1455.00 FEET, A CENTRAL ANGLE OF 05° 12' 38", AND A CHORD WHICH BEARS SOUTH 65° 11' 01" EAST, 132.27 FEET TO A POINT FOR CORNER, SAME BEING A POINT OF CUSP;
THENCE, DEPARTING SAID COMMON LINE, 40.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92° 36' 19", AND A CHORD WHICH BEARS SOUTH 71° 07' 09" WEST, 36.15 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 24° 48' 59" WEST, OVER AND ACROSS SAID 2.590 ACRES, AFOREMENTIONED 26.948 ACRES, AND CROSSING THE NORTHERLY LINE OF AFOREMENTIONED 219.915 ACRES, 355.84 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 20° 11' 01" EAST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 24° 48' 59" WEST, 60.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 69° 48' 59" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, NORTH 65° 11' 01" WEST, 80.00 FEET TO A POINT FOR CORNER;

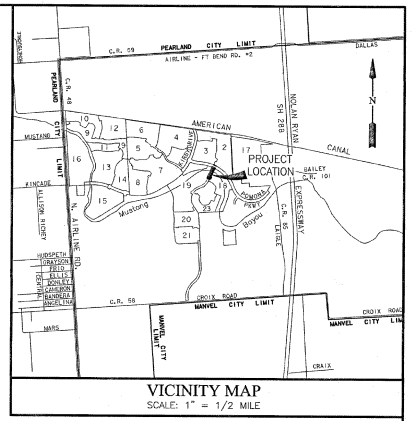
THENCE, NORTH 24° 48' 59" EAST, CROSSING THE NORTHERLY LINE OF SAID 219.915 ACRES, AND OVER AND ACROSS SAID 26.948 ACRES, AND CROSSING THE SOUTHERLY LINE OF SAID 2.590 ACRES, 465.84 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 40.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92° 36' 19", AND A CHORD WHICH BEARS NORTH 21° 29' 10" WEST, 36.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.951 ACRE (41,433 SQUARE FEET) OF LAND.

BDD4 SPECIAL NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIPS.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING AT LEAST FORTY-EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.

2023050168
Total Pages: 2




VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

# FINAL PLAT OF
# ORCHARD PARK LANE PHASE 1
# STREET DEDICATION

A SUBDIVISION OF 0.951 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING PORTIONS OF LOTS 10 AND 20 OF SECTION 88 AND A PORTION OF LOT 1 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS

OCTOBER 27, 2020 JOB NO. 2149-8005P

OWNER:

## POMONA PHASE 5, LLC
A TEXAS LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
PH: 972-201-2919

SURVEYOR:

**LJA Surveying, Inc.**
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

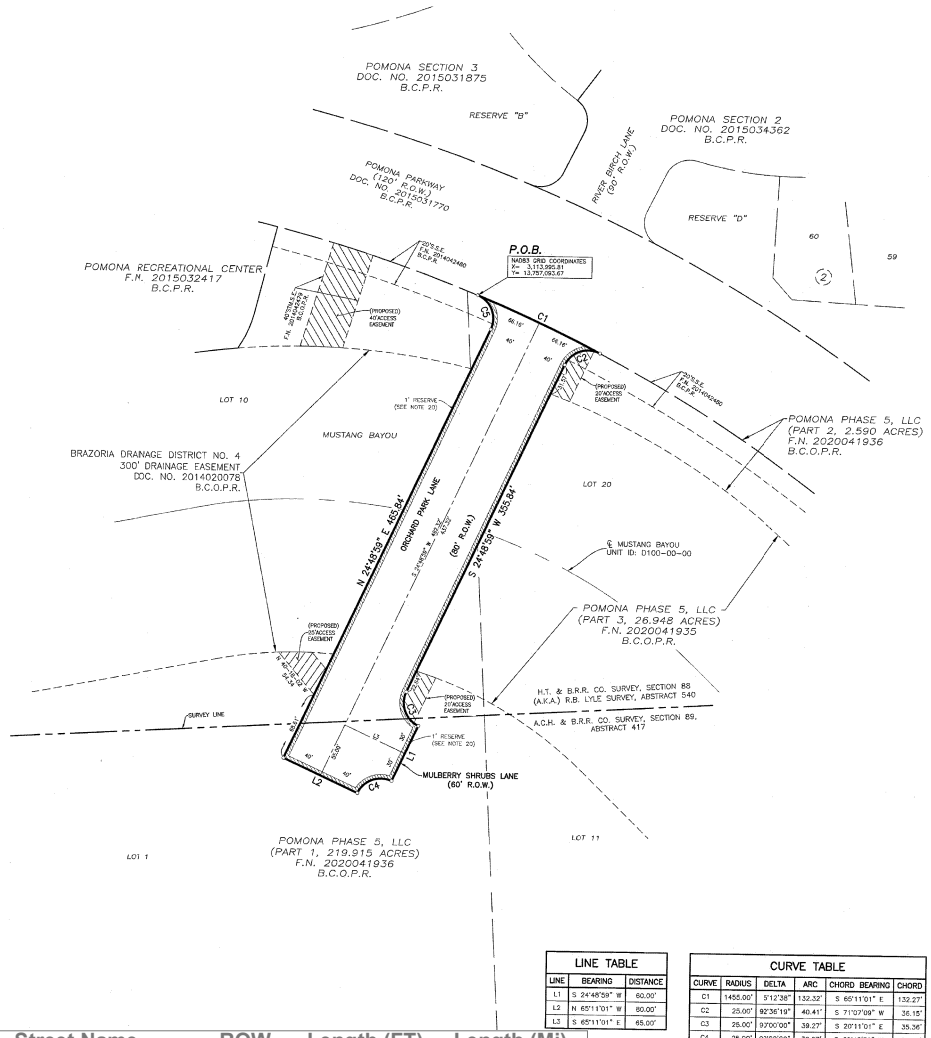
ENGINEER:

**LJA Engineering, Inc.**
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

SHEET 1 OF 2

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Dgn/Time = Tue, 27 Oct 2020 - 10:49am




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 24°48'59" W | 60.00' |
| L2 | N 65°11'01" W | 80.00' |
| L3 | S 65°11'01" E | 65.00' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | ARC | CHORD BEARING | CHORD |
| C1 | 1455.00' | 5°12'38" | 132.32' | S 65°11'01" E | 132.27' |
| C2 | 25.00' | 92°36'19" | 40.41' | S 71°07'09" W | 36.15' |
| C3 | 25.00' | 97°00'00" | 39.27' | S 20°11'01" E | 35.36' |
| C4 | 25.00' | 97°00'00" | 39.27' | S 69°48'59" W | 35.36' |
| C5 | 25.00' | 92°36'19" | 40.41' | N 21°29'10" W | 36.15' |

| CR # | Street Name | ROW | Length (FT) | Length (Mi) |
|---|---|---|---|---|
| 1249 | Orchard Park Lane | 80' | 492.37 | .09 |

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY STEWART TITLE COMPANY, FILE NO. 954855, DATED OCTOBER 8, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
3. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD-29 (1978 ADJ.)
7. BDD4 BENCHMARK: A BRASS DISK STAMPED "WU-1" SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNIT D100-00-00.

   ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD-29 (1978 ADJ))
8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD-29 (1978 ADJ.)
9. THIS TRACT LIES IN ZONE "X" AND ZONE "AE" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, DATED JUNE 5, 1989, MAP NO. 48039C0020H, AND REVISED BY LETTER OF MAP REVISION (CASE NO. 17-06-3110P, EFFECTIVE JUNE 29, 2018).

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
11. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
12. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
13. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
14. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
15. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
16. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
17. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
18. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
19. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
20. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
21. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

    DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

    1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

    2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

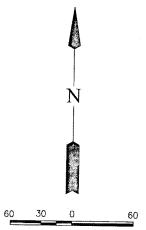
    3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

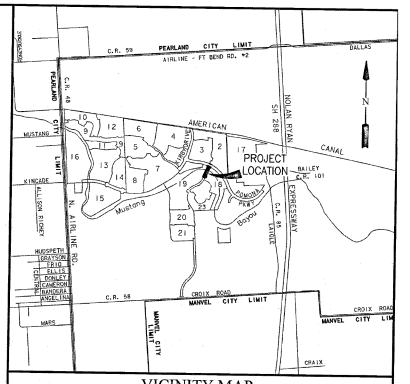
    4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

    5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

    6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019
22. A 2-YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.

2023050168
Brazoria County - Joyce Hudman, County Clerk
11/07/2023 02:01 PM
Total Pages: 2
Fee: 222.00
Joyce Hudman




VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

LEGEND

| | |
|---|---|
| EXIST. | INDICATES EXISTING |
| U.E. | INDICATES UTILITY EASEMENT |
| STM.S.E. | INDICATES STORM SEWER EASEMENT |
| W.L.E. | INDICATES WATER LINE EASEMENT |
| S.S.E. | INDICATES SANITARY SEWER EASEMENT |
| D.E. | INDICATES DRAINAGE EASEMENT |
| B.C.P.R. | INDICATES BRAZORIA COUNTY PLAT RECORDS |
| B.C.D.R. | INDICATES BRAZORIA COUNTY DEED RECORDS |
| B.C.C.F. | INDICATES BRAZORIA COUNTY CLERKS FILE |
| B.C.O.R. | INDICATES BRAZORIA COUNTY OFFICIAL RECORDS |
| B.C.O.P.R. | INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS |
| F.N. | INDICATES FILE NUMBER |
| VOL. | INDICATES VOLUME |
| PG. | INDICATES PAGE |
| P.O.B. | INDICATES POINT OF BEGINNING |
| R.O.W. | INDICATES RIGHT-OF-WAY |

# FINAL PLAT OF
# ORCHARD PARK LANE PHASE 1
# STREET DEDICATION

A SUBDIVISION OF 0.951 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING PORTIONS OF LOTS 10 AND 20 OF SECTION 88 AND A PORTION OF LOT 1 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS

OCTOBER 27, 2020 JOB NO. 2149-8005P

OWNER:

POMONA PHASE 5, LLC
A TEXAS LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
PH: 972-201-2919

SURVEYOR:
LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386



Date\Time - Thu, 02 Dec 2021 - 7:53am

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.15.** **6/9/2026**

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

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF HILLCREST VILLAGE
Tree Removal - W Crestmont Drive

CITY OF LIVERPOOL
Culvert Set - 1189 CR 171

CITY OF OYSTER CREEK
Culvert Set - 231 Lake Road

CITY OF RICHWOOD
Culvert Set - 32803 Blue Crab Ct

TOWN OF HOLIDAY LAKES
Culvert Set - 422 N Sunset Blvd

IB26-HV
(HILLCREST VILLAGE)
City ID Code 760

**Tricia Simmons**

**From:** Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>
**Sent:** Tuesday, May 26, 2026 10:10 AM
**To:** Tricia Simmons
**Subject:** Re: [EXTERNAL] HV - trees
**Attachments:** IMG_3422.jpeg; IMG_3425.jpeg; IMG_3424.jpeg

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Thank you, Tricia.

The down trees are on W. Crestmont Drive right after the curve from Main St. onto W. Crestmont. I have attached photos of the tree left in the road too big for the Marshal Dept and Mayor to pull off the road. Marshal Dept put barricades on the road for safety. The other tree was pulled off and in the ditch is what the Mayor informed me.

Thank you again!

Thanks,
*Amanda Hanlon*
City Secretary
City of Hillcrest Village
Office: 281-756-0577
www.hillcrestvillagetx.gov
Office hours: M-Th 8 am-4pm

**This message, as well as any files or documents attached to it, contains information which may be privileged, confidential and exempt from disclosure under applicable law. It is intended only for the use of the person or entity to which it is addressed. Unless you are the addressee (or authorized to receive for the addressee), you are hereby notified that the copying, distribution or other use of this message is strictly prohibited. You may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender immediately by reply e-mail or telephone and destroy all forms of this message.**

---

**From:** Tricia Simmons <TriciaS@brazoriacountytx.gov>
**Sent:** Tuesday, May 26, 2026 9:04 AM
**To:** Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>
**Subject:** RE: [EXTERNAL] HV - trees

Good Morning:

We can assist. Can you please send me the locations ar
trees?

Thank you,

*Tricia L. Simmons*
*Administrative Assistant*

RI/1

AGREED _____
Brazoria County Engineer
Date Approved 6-9-26 Date Completed _____
WO# _____
COMMENTS

IB26-LI
(LIVERPOOL)
City ID Code 272

**Tricia Simmons**

**From:** Catherine Long <catherine.long@liverpooltx.gov>
**Sent:** Tuesday, May 26, 2026 8:02 AM
**To:** ENGINEER INTERLOCALS
**Cc:** 'brandon Middleton'; Kandelle Wells; Lowell Matheny
**Subject:** [EXTERNAL] work oder - culverts at 1189 CR 171

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Good morning,

Mayor Matheny would like to turn in the following work order

Place culverts on property located at 1189 CR 171 for Stephen Adams.

The City does not object to Brazoria County placing the culverts on his property.

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

Thank you and have a great day. 😊

**PLEASE NOTE EMAIL ADDRESS CHANGE: catherine.long@liverpooltx.gov.

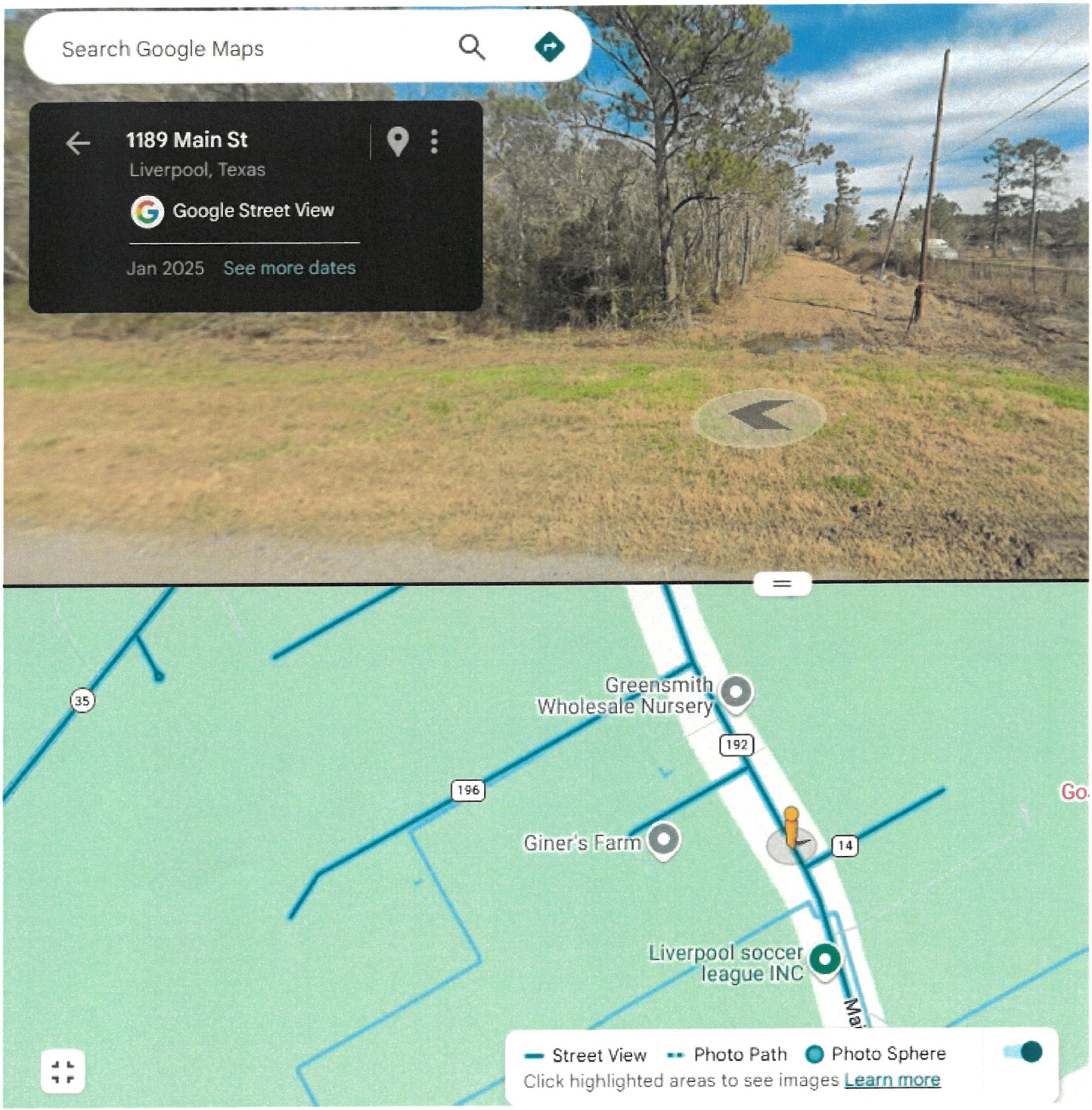
*Catherine Long*, TMRC, CCCII
City Secretary
Court Adminstrator
City of Liverpool
Municipal Court
Phone: 281-581-2342
Cell: 346-370-2959
www.liverpooltx.gov

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

0/1

AGREED _____
Brazoria County Engineer
Date Approved 6-9-26 Date Completed _____
WO# _____
COMMENTS

--CONFIDENTIALITY NOTICE--
Information in this communication is confidential and
entity to which it is addressed. It may contain informa
disclosure under applicable law. If you are not the int
are not authorized to read, review




Thank you and have a great day.
Kim Calhoun
Water Department
Municipal Court Clerk CCCI
City of Liverpool
Office phone:281-581-2342
Cell phone:832-764-1897
8901 CR 171
Liverpool, TX 77577
Monday-Thursday 8AM-5PM Friday 8AM-12PM
www.liverpooltx.gov

IB26-OC
(OYSTER CREEK)
City ID Code 277

**Tricia Simmons**

**From:** Andi Ford <andi@cityofoystercreek.com>
**Sent:** Tuesday, May 26, 2026 11:14 AM
**To:** ENGINEER INTERLOCALS
**Subject:** [EXTERNAL] Culverts at 231 Lake Drive, Oyster Creek, Texas

Good Morning,
I have a request for culverts to be set at 231 Lake ~~Drive~~ Lake Road in Oyster Creek. The resident has the culverts on site.
Her name is Eugenia Richbourg. (979)997-0122.

Thank You!

Andi Ford
City Secretary
City of Oyster Creek
(979)233-0243

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

S/1

AGREED _____
Brazoria County Engineer
Date Approved 6-9-26 Date Completed _____
WO# _____
COMMENTS

IB26-RI
(RICHWOOD)
City ID Code 733

**Tricia Simmons**

**From:** Laura Tyner <ltyner@richwoodtx.gov>
**Sent:** Tuesday, May 19, 2026 2:50 PM
**To:** ENGINEER INTERLOCALS
**Cc:** Lori Williams
**Subject:** [EXTERNAL] 32803 Blue Crab Ct Richwood Texas 77515

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Please put on the agenda to set culverts.

32803 Blue Crab Ct Richwood Tx 77515
20 inch diameter culverts
1 Total

Jason Breaux
225-776-0069

Thank you,

*Laura Tyner*
Accounting Associate and Utility Billing
The City of Richwood
1800 Brazosport Blvd N
Richwood, Tx 77531
Email: ltyner@richwoodtx.gov
Phone: 979-265-2082

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S/1

AGREED _____
Brazoria County Engineer
Date Approved 6-9-26 Date Completed _____
WO# _____
COMMENTS

IB26-HL
(HOLIDAY LAKES)
City ID Code 846

**Tricia Simmons**

**From:** San Juanita Segovia <clerk@holidaylakestexas.com>
**Sent:** Tuesday, May 26, 2026 4:47 PM
**To:** Tricia Simmons
**Subject:** Re: [EXTERNAL] Culverts

Good afternoon,
We have 3 culverts that need to be set at:

422 N Sunset Blvd.

They are delivered.

Thank you,
San Juanita Segovia
Utility / Permit Clerk
Town of Holiday Lakes
195 N. Texas Ave
Holiday Lakes, Tx 77515
979-849-1136
clerk@holidaylakestexas.com
sanjuanita.holidaylakestx@gmail.com

W/4

AGREED _____
Brazoria County Engineer
Date Approved 6-9-26 Date Completed _____
WO# _____
COMMENTS

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.16.** **6/9/2026**

Department of State Health Services (DSHS) Contract No. HHS001308700001 Amendment No. 4

The Court approves the Department of State Health Services (DSHS) Contract No. HHS001308700001 Amendment No. 4 in support of the Public Health Infrastructure Grant.

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

Docusign Envelope ID: 49D8C810-AF09-8B6F-834C-C0A83C6E786E

# DEPARTMENT OF STATE HEALTH SERVICES
# CONTRACT NO. HHS001308700001
# AMENDMENT NO. 4

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

**WHEREAS**, the Parties desire to redistribute funds among the Budget categories without changing the Contract amount;

**WHEREAS,** the Parties desire to revise **SECTION IX**, **FEDERAL AWARD INFORMATION,** of the Contract; and

**WHEREAS**, the Parties desire to revise the Statement of Work, Budget, Contract Affirmations, and Universal Terms and Conditions.

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

1. **SECTION IX**, **FEDERAL AWARD INFORMATION**, of the Contract is hereby deleted in its entirety and replaced with the following:

**GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWHD9**

**Federal funding under this Grant Agreement is a subaward under the following federal award.**

**Federal Award Identification Number (FAIN):** NE11OE000001

**A.** Assistance Listings Title, Number, and Dollar Amount:
- CDC's Collaboration with Academia to Strengthen Public Health – 93.967 – $221,478,327.00

B. Federal Award Date: 11/29/2022
C. Federal Award Period: 12/1/2022-11/30/2027
D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention Office of Financial Resources
E. Federal Award Project Description: Texas DSHS Strengthening Public Health Infrastructure, Workforce and Data Systems
F. Awarding Official Contact Information: Lakita Reid; wtl9@cdc.gov; 770-488-2742
G. Total Amount of Federal Funds Awarded to System Agency: $221,478,327.00
H. Amount of Funds Awarded to Grantee: $570,431.00
I. Identification of Whether the Award is for Research and Development: No

Docusign Envelope ID: 49D8C810-AF09-8B6F-834C-C0A83C6E786E

2. **ATTACHMENT A.2, REVISED STATEMENT OF WORK**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A.3, REVISED STATEMENT OF WORK,** which is attached to this Amendment and incorporated into and made part of the Contract.

**3.** **ATTACHMENT B.1, BUDGET,** of the Contract is deleted in its entirety and replaced with **ATTACHMENT B.2, REVISED BUDGET,** which is attached to this Amendment and incorporated into and made part of the Contract.

4. **ATTACHMENT C.1, CONTRACT AFFIRMATIONS (V. 2.5),** of the Contract is deleted in its entirety and replaced with **ATTACHMENT C.2, CONTRACT AFFIRMATIONS (V. 2.9), MARCH 2026,** which is attached to this Amendment and incorporated into and made part of the Contract.

5. **ATTACHMENT D.1, UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.3),** of the Contract is deleted in its entirety and replaced with **ATTACHMENT D.2, UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.5), SEPTEMBER 2024,** which is attached to this Amendment and incorporated into and made part of the Contract.

6. This Amendment No. 4 shall be effective as of the date last signed below.

7. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

9. Each Party represents and warrants that the individual executing this Amendment No. 4 on its respective behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

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**SIGNATURE PAGE FOR AMENDMENT NO. 4**
**DSHS CONTRACT NO. HHS001308700001**

| **DEPARTMENT OF STATE HEALTH SERVICES** | **BRAZORIA COUNTY HEALTH DEPARTMENT** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: L. M. "Matt" Sebesta, Jr. |
| Title: _____ | Title: Brazoria County Judge |
| Date of Signature: _____ | Date of Signature:_____ |

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

**ATTACHMENT A.3 – REVISED STATEMENT OF WORK**
**ATTACHMENT B.2 – REVISED BUDGET**
**ATTACHMENT C.2 – CONTRACT AFFIRMATIONS (V. 2.9), MARCH 2026**
**ATTACHMENT D.2 – UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.5), SEPTEMBER 2024**

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**ATTACHMENT A.3**
**REVISED STATEMENT OF WORK**
**Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems**

## I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Make strategic investments to support hiring, retaining, and training the public health workforce and strengthen public health infrastructure and systems related to the workforce and foundational capabilities, in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) program from the Centers for Disease Control and Prevention (CDC).

B. Complete all activities required and allowable under this Contract by November 30, 2027, and complete all reports by the due dates listed in Article III.

C. Perform required activities intended to help meet critical infrastructure needs and make possible strategic investments that will have lasting effects on public health agencies. Recipients should prioritize recruiting and hiring staff who are from the communities and populations served. Required activities include:

1. Recruit and hire new public health personnel (professional, clinical, disease investigation, program and/or administrative); expand recruitment efforts; create new positions; improve hiring incentives; and create new hiring mechanisms. Personnel may be permanent full- or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
2. Retain public health staff, strengthen retention incentives, and create promotional opportunities (e.g., career ladders, succession planning).
3. Support and sustain the public health workforce and strengthen workplace well-being programs and expand engagement with the workforce to address their mental, emotional, and physical well-being.
4. Train new and existing public health infrastructure grant staff and improve the quality and scope of training and professional development opportunities for staff.
5. Strengthen workforce planning, systems, processes, and policies; maintain and upgrade human resource systems; identify ways to better collect and use workforce data; and identify policies that could facilitate more efficient and effective workplace development and management.
6. Strengthen support for implementation of this grant.

D. Agree that funds cannot be used for research, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, to purchase vehicles of any kind (including mobile medical clinics), or to fund an award to another party or provider who is ineligible. Any furniture/cubicle or uniform/scrub purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) intended to influence the enactment or modification of any federal or state legislation or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or any executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.

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E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as may be amended throughout the Grant Agreement term.

F. Maintain an inventory of equipment, supplies defined as controlled assets, and real property that were purchased with grant funds. Grantee shall submit an annual cumulative report of the equipment, controlled assets and other property on HHS System Agency Grantee's Property Inventory Report form to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled assets are considered supplies. Equipment includes tangible nonexpendable personal property with an acquisition cost of $10,000.00 or more and a useful life of more than one year.

G. For budget transfers, submit a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected.

1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but requires prior approval by System Agency and cannot exceed 25% of the total annual Contract value for each period ending on November 30. If the budget transfer(s) exceeds 25% of the total annual Contract value for a Contract period ending on November 30, alone or cumulatively, a Contract amendment is required.
2. After review, the System Agency Contract Manager shall provide notification of acceptance or disallowance to Grantee via email. If approved, the revised budget shall be deemed incorporated into the Contract.

## II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

System Agency will develop performance measures in collaboration with the Grantee**.**

## III. REPORTING REQUIREMENTS

A. Grantee shall be required to submit the reports detailed below, together with any additional reports requested by System Agency as necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency.

B. Grantee will provide and submit written reports, by electronic mail, in the format specified by System Agency. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, Contract or purchase order number, dates services were

Docusign Envelope ID: 49D8C810-AF09-8B6F-834C-C0A83C6E786E



completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received. Submit local health entity Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems progress reports and spend plans within the established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports must include status updates on program activities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due dates provided by System Agency or upon request constitutes breach of contract and may result in delay of payment or cancellation of the Grant Agreement. Reports should be sent electronically to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager.

| Report | Frequency | Due Date |
|---|---|---|
| Program and Financial Progress Reports | Twice per calendar year | June 10 and December 10 |
| Final Performance Report | End of Contract | December 30, 2027 |
| Invoices/Requests for Reimbursement | Once per month | The last business day of the month following the month in which expenses were incurred |
| Grantee's Property Inventory Report | Once per year | October 15 annually through 2027 |

C. Submit the final performance report listed above that describes progress toward achieving the objectives and deliverables contained in this Contract to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager by December 30, 2027 (30 days after end of Contract period), using the template provided by System Agency.

## IV. INVOICE AND PAYMENT

A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by System Agency. Forms should be mailed, faxed or e-mailed to the addresses below. Invoices will be due the last business day of the month following the month in which expenses were incurred. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment.

B. Grantee shall submit a Financial Status Report (FSR) twice per calendar year for the term of the Contract, beginning on the effective date of the Contract through November 30, 2027.

Docusign Envelope ID: 49D8C810-AF09-8B6F-834C-C0A83C6E786E



| Contract Year | FSR Period 1 | FSR 1 Due Dates | FSR Period 2 | FSR 2 Due Dates |
|---|---|---|---|---|
| 1 | Effective Date - May 31, 2023 | June 30, 2023 | June 1, 2023 - November 30, 2023 | December 30, 2023 |
| 2 | December 1, 2023 - May 31, 2024 | June 30, 2024 | June 1, 2024 - November 30, 2024 | December 30, 2024 |
| 3 | December 1, 2024 - May 31, 2025 | June 30, 2025 | June 1, 2025 - November 30, 2025 | December 30, 2025 |
| 4 | December 1, 2025 - May 31, 2026 | June 30, 2026 | June 1, 2026 - November 30, 2026 | December 30, 2026 |
| 5 | December 1, 2026 - May 31, 2027 | June 30, 2027 | June 1, 2027 - November 30, 2027 | December 30, 2027 |

All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail is acceptable.

1. For submission by mail, use address below:
   Department of State Health Services
   Claims Processing Unit, MC 1940
   P.O. Box 149347
   Austin, TX 78714-9347

2. For submission by fax, use number below:
   (512) 458-7442

3. For submission by e-mail, see requirements below:
   a. Form B-13 with supporting documentation must be sent to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the System Agency Contract Manager.
   b. FSR must be sent to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the System Agency Contract Manager.

C. Grantee will be reimbursed monthly in accordance with **ATTACHMENT B-1, REVISED BUDGET**, subject to all Contract requirements, applicable law and governing regulations. Grantee shall include required and appropriate documentation with all reimbursement requests.

Docusign Envelope ID: 49D8C810-AF09-8B6F-834C-C0A83C6E786E



# ATTACHMENT B.2
# REVISED BUDGET

| Budget Categories | Funding Year 1 (3/29/2023 – 11/30/2023) | Funding Year 2 (12/1/2023 – 11/30/2024) | Funding Year 3 (12/1/2024 – 11/30/2025) | Funding Year 4 (12/1/2025 – 11/30/2026) | Funding Year 5 (12/1/2026 – 11/30/2027) | Summary |
|---|---|---|---|---|---|---|
| **Personnel** | $0.00 | $24,803.00 | $89,322.00 | $66,000.00 | $70,008.00 | $250,133.00 |
| **Fringe Benefits** | $0.00 | $10,965.00 | $34,702.00 | $26,400.00 | $28,003.00 | $100,070.00 |
| **Travel** | $0.00 | $51.00 | $0.00 | $0.00 | $0.00 | $51.00 |
| **Equipment** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Supplies** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Contractual** | $0.00 | $0.00 | $1,634.00 | $55,704.00 | $77,567.00 | $134,905.00 |
| **Other** | $469.00 | $2,611.00 | $1,225.00 | $0.00 | $0.00 | $4,305.00 |
| **Total Direct Costs** | **$469.00** | **$38,430.00** | **$126,883.00** | **$148,104.00** | **$175,578.00** | **$489,464.00** |
| **Indirect Costs** | $0.00 | $6,648.00 | $20,121.00 | $24,808.00 | $29,390.00 | $80,967.00 |
| **Total Sum of Direct and Indirect Costs** | **$469.00** | **$45,078.00** | **$147,004.00** | **$172,912.00** | **$204,968.00** | **$570,431.00** |

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# HEALTH AND HUMAN SERVICES
## Contract Number HHS001308700001

## Attachment C-2 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 2063.104 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 2063.104.

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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(a)(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 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

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or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

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

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

Pursuant to Section 2276.002 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 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

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provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. 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.

**44. 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.

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

Pursuant to Texas Government Code, Section 2063.408, 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.

**46. 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.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2275.0102(a)(1) (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 2275.0102, 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

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China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

**48. 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.

**49. 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.

**50. 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.

**51. Hardening of State Government**

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

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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.

**52. Artificial Intelligence Disclosure.**

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

**53. Surveillance, Intimidation, and Related Acts.**

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

**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.

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**55. False Statements**

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

**56. Permits and License**

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

**57. Equal Employment Opportunity**

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

**58. Federal Occupational Safety and Health Law**

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

**59. Signature Authority**

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

**Signature Page Follows**

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

| |
|---|
| Brazoria County |
| **Legal Name of Contractor** |
| Brazoria County Health Department |
| **Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')** |
| |
| **Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**<br>**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.** |

| | |
|---|---|
| **Signature of Authorized Representative** | **Date Signed** |
| L. M. "Matt" Sebesta, Jr. | Brazoria County Judge |
| **Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name** | **Title of Authorized Representative** |
| 237 E. Locust, Ste. 401 | Angleton, Texas 77515 |
| **Physical Street Address** | **City, State, Zip Code** |
| Same | Same |
| **Mailing Address, if different** | **City, State, Zip Code** |
| 979-864-1200 | 979-864-1239+ |
| **Phone Number** | **Fax Number** |
| MattS@brazoriacountytx.gov | 040341430 |
| **Email Address** | **DUNS Number** |
| 74-6000044 | 17460000445 |
| **Federal Employer Identification Number** | **Texas Identification Number (TIN)** |
| 17460000445 | 17460000445 |
| **Texas Franchise Tax Number** | **Texas Secretary of State Filing Number** |
| N1GLHP8EWHD9 | |
| **SAM.gov Unique Entity Identifier (UEI)** | |

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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.

## Certificate Of Completion

Envelope Id: 49D8C810-AF09-8B6F-834C-C0A83C6E786E
Status: Sent
Subject: Please Sign: $570,431.00 HHS001308700001 Brazoria County A.4 CPS/PHIG
Source Envelope:
Document Pages: 49
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.10

## Record Tracking

Status: Original
5/21/2026 11:21:36 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| L. M. "Matt" Sebesta, Jr.<br>MattS@brazoriacountytx.gov<br>Brazoria County Judge<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/21/2026 11:46:32 AM<br>Viewed: 5/21/2026 1:34:12 PM |
| Michael Montgomery<br>Michael.Montgomery1@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Patty Melchior<br>Patty.Melchior@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| David Gruber<br>David.Gruber@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Cathy Sbrusch, RN, BSN, CIC<br>cathys@brazoriacountytx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kristiana Flores<br>Kristiana.Flores@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| CMS Internal Routing Mailbox<br>CMS.InternalRouting@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/21/2026 11:46:32 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.17.** **6/9/2026**

Cell Phone Stipend - Environmental Health

Approve a phone stipend for the Sanitarian-Supervisor Position Number 1041 in the amount of $40.00 per month as allotted by the Brazoria County Cell Phone Policy.

## COUNTY EMPLOYEE CELL PHONE STIPEND APPLICATION

Date: 5/20/2026 Department: Environmental Health

Employee ID # [redacted]

Position # and Title: 1041 Sanitarian - Supervisor

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

Justification: Sanitarian - Supervisor job duties involve up to 4 days of field work throughout the County each week and occasional weekends. Duties require frequent site photographs and communications by phone, email or texts with 1) complainants and offenders regarding complaint investigations; 2) food establishment, openings, inspections, follow up inspections, and permitting 3) EH office, District Attorney and JP Court personnel regarding investigations, inspections or permitting issues. Internet capabilities are crucial and utilized for navigation & GPS in locating properties or businesses while in the field. Duties also involve possible urgent and emergency personal safety situations in completing the tasks mentioned above.

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

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

Employee's Signature

Approved: ☒Yes or ☐No Jodi Vice
Department Head's Signature/ Commissioners' Court Liaison

☑Yes or ☐No Kaysi Stuart
Auditor's Office Signature

☑Yes or ☐No Holly Fox
Human Resources Office Signature

Court Order request sent to County Judge's office for Commissioners' Court approval: 6/9/2026

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.18.** **6/9/2026**

Section 115 Post-Employment Benefit Trust Funding Policy

The Court, in their authority as the Section 115 Post-Employment Benefits Trust Risk Pool Trustees, hereby adopts the attached Section 115 Post-Employment Benefit Trust Funding Policy, which is thereby effective this day, June 9, 2026; and

Further, that a certified copy of this Order be provided to the Human Resources Director.

# BRAZORIA COUNTY
# SECTION 115 POST EMPLOYMENT BENEFITS TRUST
# FUNDING POLICY

Effective as of June 9, 2026

## Introduction

This funding policy governs how Brazoria County ("County") determines its employer contributions required to ensure that benefits provided to County retirees are funded in a reasonable and equitable manner. The goals of County's Section 115 Post Employment Benefits Trust Funding Policy ("Policy") are to fully fund benefits over the course of employees' careers to achieve intergenerational equity, and to balance contribution rate and benefit stability with the need for the Post Employment Benefits Plan ("Plan") funding to reflect current Plan conditions.

This Policy documents the current funding policies in effect as established by state law, administrative rule and action by the County. This Policy serves as a funding overview and complies with the GASB/OPEB reporting requirements for Postemployment Benefit Plans Other than Pension Plans.

## Brazoria County Funding Overview

County funds its Plan independently with a combination of employer contributions and investment income. County contributes at actuarially determined rates to ensure adequate funding for its Plan. County contribution rates are determined annually and approved by the County through its Commissioners Court. County contributions are invested and investment earnings fund a large majority of the Plan.

County can make additional contributions exceeding its annual required contribution rate either by adopting an elected rate that is higher than the required rate or by making additional contributions on an ad hoc basis. County may choose to make additional contributions to pay down its liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience.

In addition, County annually reviews its Plan and may adjust benefits and costs based on its local needs and budgets. Although accrued benefits may not be reduced, County may reduce future benefit accruals and immediately reduce costs.

## Methodology for determining contribution rates

The County hires independent outside consulting actuaries to conduct an annual valuation to measure the funding status and to determine the required contribution rate for the Plan. To calculate the contribution rate, the actuary does the following:

- Studies County's adopted Plan and the profile of its Plan participants and uses assumptions established by the County to estimate future benefit payments.

- Discounts the estimate of future benefit payments to the present based on the assumed long-term rate of investment return to determine the present value of future benefits.
- Compares the present value of future benefits with the Plan's assets to determine the difference that needs to be funded based on the Policy.

The valuation of the Plan is based on the County's Funding Policy, assets, benefits and participant profile. The key components in the determination of County contribution rates are the actuarial cost method, amortization policy, asset valuation method and actuarial assumptions.

**Actuarial Methods**

The Actuarial Cost Method (ACM) is a particular technique used by the actuary for establishing the amount and incidence of annual actuarial costs. The ACM determines the portion of the ultimate cost of a Plan which should be allocated to each year (known as the normal cost). The cost method is thus a budgeting tool which helps to ensure that the Plan will be adequately and systematically funded.

**Entry Age Normal (EAN)**

Funding method assuming a level salary percentage. This is the actuarial cost method promulgated by Statements Nos. 74 and 75.

The EAN funding method with a level salary percentage essentially derives the normal cost so it remains a constant percentage of the participant's salary from their hire age over their entire working lifetime. **The Actuarial Accrued Liability (AAL)** is the result of subtracting the **Present Value of Future Normal Costs (PVFNC)** from the **Present Value of Future Benefits (PVFB)** for each employee.

The Annual Required Contribution (ARC) and benefit liabilities of the Plan are derived making certain specific assumptions as to rates of interest, mortality, turnover, etc. which are assumed to hold for many years into the future. Since actual experience may differ somewhat from the assumptions, the costs determined by the valuation must be regarded as estimates of the true costs of the Plan.

The **Actuarial Value of Assets (AVA)** is a particular technique used by the actuary for developing the asset value to be used in the derivation of the **Unfunded Accrued Liability (UAAL).** The AVA used for the current valuation is equal to the market value of assets as of the measurement date.

Any surplus shall be managed prudently for the long term health of the Plan. At any such time, the County contribution rate should not be reduced by more than twenty (20) percent of the previous year's contribution rate unless failure to provide for a greater rate reduction would cause the Plan's funded ratio to exceed 100%. In that case, the contribution may be reduced to cause the Plan to incur a 100% funded ratio, for that year. Should the contribution rate be unable to reduced so far, and still causes the Plan to continue to exceed a 100% funded ratio, then such surplus shall be rolled to the next fiscal year and considered in the next actuarial valuation of contributions.

**Review of Actuarial Assumptions**

County's actuarial assumptions are periodically reviewed and revised as deemed necessary to reflect best estimates of future experience. Every four years, the County will have its consulting actuary conduct an investigation of experience. County assumptions are compared to Plan experience and future expectations, and changes to the assumptions are recommended as needed. The County adopts actuarial assumptions to be used in the valuation based on the results of this study.

An actuarial audit of every investigation of experience is required and must be performed by an independent auditing actuary to review the consulting actuary's analysis, conclusions and recommendations for accuracy, appropriateness and reasonableness. As part of this process, the auditing actuary independently analyzes economic and demographic assumptions to test the results and recommendations of the consulting actuary. The auditing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency.

**Review of Actuarial Valuation**

To test accuracy and ensure that the actuarial methods and assumptions are being correctly applied, an audit of the valuation is required every four years. These audits are conducted by an independent auditing actuary and alternate between a peer review and a full replication audit of the valuation. The auditing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the valuation, the auditing actuary performs all the steps of a peer review audit, but instead of analyzing sample data, the auditing actuary fully replicates the original actuarial valuation.

**Review and Modification of Funding Policy**

The County will review this Policy on a regular basis and may modify this Policy at its discretion. Modifications to the Policy may be submitted for consideration to the County and/or outside consulting actuaries as circumstances warrant.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.19.** **6/9/2026**

AT&T Firstnet Agreement

Approve the attached Agreement between Brazoria County and AT&T Corp for limited access for local control for Firstnet.

The County Judge is authorized to execute all documents necessary for this agreement.

## AGREEMENT FOR LIMITED ACCESS TO LOCAL CONTROL FOR FIRSTNET

| **Customer** | **AT&T** | **AT&T Sales Contact**<br>☐ **Primary Contact** |
|---|---|---|
| Agency: Brazoria County Government<br>Agency Address: 111 E Locust St<br>City: Angleton<br>State: TX<br>Zip: 77515 | AT&T Corp. | Name: Patrick O'Leary<br>Address: Iowa Colony, TX<br>USA<br>Manager: Michael Huynh |
| **Customer Contact (for notices)** | **AT&T Contact (for notices)** | **AT&T Solution Provider or Representative Information (if applicable)** |
| Name: Russell Webb<br>Title :Director – Information Systems<br>Address:111 E Locust Street<br>Telephone: 979-997-1432<br>Email: rwebb@brazoriacountytx.gov<br>ELIGIBLELocationID/SUBID: | AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com | Not Applicable |

This Agreement for Limited Access to Local Control for Firstnet ("Agreement") is between the customer named above ("Customer") and AT&T Corp., both on its own behalf and on the behalf of those of affiliates providing the services offered under the FirstNet Service Guide ("AT&T"). The Effective Date of this Agreement (the "Agreement"). Is upon signature by Customer and receipt of the Agreement with unaltered terms and conditions by AT&T.

| **Customer**<br>(by its authorized representative) |
|---|
| By: |
| Name: |
| Title: |
| Date: |

## AGREEMENT FOR LIMITED ACCESS TO LOCAL CONTROL FOR FIRSTNET

**1. SCOPE**

The purpose of this Agreement is to set forth the terms and conditions under which AT&T will provide Customer access to Local Control for FirstNet (the "Portal") for the sole purpose of allowing Customer to designate individuals eligible to purchase a FirstNet wireless service plan ("Plan") as a Subscriber Paid User. For purposes of this Agreement, Subscriber Paid Users are individuals who are either (a) employees of Customer acting in the capacity of a first responder in the areas of law enforcement, fire protection, or emergency medical services; or (b) authorized, active auxiliary personnel affiliated with Customer who provide services or perform functions on an occasional, volunteer basis, and support Customer in the areas of law enforcement, fire protection, or emergency medical services.

**2. AT&T's OBLIGATIONS**

AT&T will provide Customer a single set of credentials ("Credentials") to the Portal for Customer to use to designate individuals eligible to purchase a FirstNet Mobile Responder rate plan ("Plan") as a Subscriber Paid User for the Term of this Agreement or until it is terminated.

3. **CUSTOMER's REPRESENTATIONS AND OBLIGATIONS**

**3.1** Customer represents and warrants that it is a Primary User Public Safety Entity as that term is used by the First Responder Network Authority and by AT&T in its capacity as the service provider for FirstNet.

**3.2** In using the Credentials and the Portal, Customer agrees to comply with the Terms of Use for the Portal and acknowledges and agrees to the obligations set forth in the Terms of Use, including, but not limited to, the protection of the Credentials. Customer agrees to follow all processes and procedures established by AT&T from time to time for access to, and use of, the Portal.

**3.3** Customer acknowledges that it is responsible for verifying and approving the individuals it designates as eligible Subscriber Paid Users using the Portal. Customer is responsible for designating a single contact who will use the Portal to: (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to obtain a FirstNet wireless service plan as a Subscriber Paid User; and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to remove any individuals who are no longer eligible to participate in FirstNet as a Subscriber Paid User. AT&T reserves the right to limit Customer's ability to verify and approve new Subscriber Paid Users until such audit is completed.

**3.4** Once verified and approved, AT&T will contact eligible Subscriber Paid Users, who must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an FirstNet Subscriber Paid User plan. Customer has no obligation to pay for services AT&T provides to Subscriber Paid Users, who will be financially responsible for payment of services provided under the WCA and any applicable plan.

**4. TERM AND TERMINATION**

The Term of this Agreement shall begin on the Effective Date and end on the latter of: (a) the date on which there are no Subscriber Paid Users verified by Customer using a FirstNet wireless service plan; or (b) the date on which Customer enters into a FirstNet service agreement with AT&T, in which case the terms of that agreement will supersede those of this Agreement. Either party may terminate this Agreement before the end of the Term by giving written notice to the other party. In the event that Customer terminates this Agreement by providing notice, AT&T shall have the right to terminate all FirstNet services provided to Subscriber Paid Users verified by Customer.

**5. DISCLAIMER OF WARRANTIES AND LIABILITY**

ACCESS TO THE PORTAL IS PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IN NO EVENT SHALL AT&T, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES OR THIRD PARTIES CLAIMING THROUGH CUSTOMER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EXPENSES ASSOCIATED WITH THIS AGREEMENT OR LOST PROFITS OR REVENUES, ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

**6. ENTIRE AGREEMENT**

This document is the entire agreement between the parties with respect to its subject matter and supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning Customer's ability to access the Portal.

AT&T

## AGREEMENT FOR LIMITED ACCESS TO LOCAL CONTROL FOR FIRSTNET

| **Customer** | **AT&T** | **AT&T Sales Contact**<br>☐ **Primary Contact** |
|---|---|---|
| Agency: Brazoria County Government<br>Agency Address: 111 E Locust St<br>City: Angleton<br>State: TX<br>Zip: 77515 | AT&T Corp. | Name: Patrick O'Leary<br>Address: Iowa Colony, TX<br>USA<br>Manager: Michael Huynh |
| **Customer Contact (for notices)** | **AT&T Contact (for notices)** | **AT&T Solution Provider or Representative Information (if applicable)** |
| Name: Russell Webb<br>Title :Director – Information Systems<br>Address:111 E Locust Street<br>Telephone: 979-997-1432<br>Email: rwebb@brazoriacountytx.gov<br>ELIGIBLELocationID/SUBID: | AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com | Not Applicable |

This Agreement for Limited Access to Local Control for Firstnet ("Agreement") is between the customer named above ("Customer") and AT&T Corp., both on its own behalf and on the behalf of those of affiliates providing the services offered under the FirstNet Service Guide ("AT&T"). The Effective Date of this Agreement (the "Agreement"). Is upon signature by Customer and receipt of the Agreement with unaltered terms and conditions by AT&T.

| **Customer**<br>(by its authorized representative) |
|---|
| By: |
| Name: L.M. "Matt" Sebesta, Jr |
| Title: Brazoria County Judge |
| Date: 6/9/26 |

## AGREEMENT FOR LIMITED ACCESS TO LOCAL CONTROL FOR FIRSTNET

### 1. SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which AT&T will provide Customer access to Local Control for FirstNet (the "Portal") for the sole purpose of allowing Customer to designate individuals eligible to purchase a FirstNet wireless service plan ("Plan") as a Subscriber Paid User. For purposes of this Agreement, Subscriber Paid Users are individuals who are either (a) employees of Customer acting in the capacity of a first responder in the areas of law enforcement, fire protection, or emergency medical services; or (b) authorized, active auxiliary personnel affiliated with Customer who provide services or perform functions on an occasional, volunteer basis, and support Customer in the areas of law enforcement, fire protection, or emergency medical services.

### 2. AT&T's OBLIGATIONS

AT&T will provide Customer a single set of credentials ("Credentials") to the Portal for Customer to use to designate individuals eligible to purchase a FirstNet Mobile Responder rate plan ("Plan") as a Subscriber Paid User for the Term of this Agreement or until it is terminated.

### 3. CUSTOMER's REPRESENTATIONS AND OBLIGATIONS

**3.1** Customer represents and warrants that it is a Primary User Public Safety Entity as that term is used by the First Responder Network Authority and by AT&T in its capacity as the service provider for FirstNet.

**3.2** In using the Credentials and the Portal, Customer agrees to comply with the Terms of Use for the Portal and acknowledges and agrees to the obligations set forth in the Terms of Use, including, but not limited to, the protection of the Credentials. Customer agrees to follow all processes and procedures established by AT&T from time to time for access to, and use of, the Portal.

**3.3** Customer acknowledges that it is responsible for verifying and approving the individuals it designates as eligible Subscriber Paid Users using the Portal. Customer is responsible for designating a single contact who will use the Portal to: (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to obtain a FirstNet wireless service plan as a Subscriber Paid User; and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to remove any individuals who are no longer eligible to participate in FirstNet as a Subscriber Paid User. AT&T reserves the right to limit Customer's ability to verify and approve new Subscriber Paid Users until such audit is completed.

**3.4** Once verified and approved, AT&T will contact eligible Subscriber Paid Users, who must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an FirstNet Subscriber Paid User plan. Customer has no obligation to pay for services AT&T provides to Subscriber Paid Users, who will be financially responsible for payment of services provided under the WCA and any applicable plan.

### 4. TERM AND TERMINATION

The Term of this Agreement shall begin on the Effective Date and end on the latter of: (a) the date on which there are no Subscriber Paid Users verified by Customer using a FirstNet wireless service plan; or (b) the date on which Customer enters into a FirstNet service agreement with AT&T, in which case the terms of that agreement will supersede those of this Agreement. Either party may terminate this Agreement before the end of the Term by giving written notice to the other party. In the event that Customer terminates this Agreement by providing notice, AT&T shall have the right to terminate all FirstNet services provided to Subscriber Paid Users verified by Customer.

### 5. DISCLAIMER OF WARRANTIES AND LIABILITY

ACCESS TO THE PORTAL IS PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IN NO EVENT SHALL AT&T, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES OR THIRD PARTIES CLAIMING THROUGH CUSTOMER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EXPENSES ASSOCIATED WITH THIS AGREEMENT OR LOST PROFITS OR REVENUES, ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

### 6. ENTIRE AGREEMENT

This document is the entire agreement between the parties with respect to its subject matter and supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning Customer's ability to access the Portal.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.20.** **6/9/2026**

Donation of American Flag with Pole and Base to the Brazoria County Library System

Approve donation of an American flag with pole and base to the Angleton Branch of the Brazoria County Library System by the American Legion Post 241 and Auxiliary 241, Angleton.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.21.** **6/9/2026**

Out of State Travel

Approve request for Brazoria County Historical Museum Archival Manager to attend the 90th Annual Meeting of the Society of American Archivist, Archives Records Conference in New Orleans, Louisiana. Dates of attendance will be July 29, 2026 to August 1, 2026.

Travel expenses will be paid out of the Museum's approved County Budget.

**MEMO**

**TO:** Members of Brazoria County Commissioners Court

**FROM:** Jackie Haynes, Museum Director

**DATE:** May 27, 2026

**RE:** Requesting approval from Commissioners Court for out-of-state travel

**COMMENTS:**

I am requesting approval for the Museum's Archival Manager to attend the 90th Annual Meeting of the Society of American Archivists in New Orleans, Louisiana from July 29 – August 1, 2026. The purpose of the SAA Annual Meeting is to provide a wide array of informative education sessions, pre-conference workshops, networking opportunities, and exhibits for its members. By attending this meeting, 2026, the Archival Manager will gain knowledge and skills that directly support the Museum's mission, including: improving access to archival collections, addressing privacy and ethical challenges, and adapting to emerging digital technologies.

Expenses associated with this educational opportunity will be covered by budgeted Museum funds. Estimated costs are as follows: $509.00/registration, $1087.56/hotel for four nights, and $522.00/round trip by personal car from Pearland to New Orleans. TOTAL: $2,118.56

# ARCHIVES*RECORDS 2026
# PRELIMINARY
# PROGRAM

## 90th Annual Meeting & Expo

SOCIETY OF American Archivists



**July 29–August 1**
**Hyatt Regency**
**New Orleans**

# REGISTER AND SAVE!

**June 1** — **Early-Bird Registration Deadline**

**July 5** — **Hotel Conference Rate Deadline**

**We're excited to welcome you to three *extraordinary* days of learning and fellowship!**



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*All conference attendee photos courtesy of Craig Huey Photography, LLC.*

*On occasion, a photographer may take photos, videos, or other recordings of attendees at ARCHIVES*RECORDS 2026 or of people participating in conference functions or activities. Please be aware that these photos and recordings are for SAA's use and may appear in SAA conference programs, catalogs, brochures, journals, website, in other SAA materials or as part of SAA media outreach efforts. Your attendance at any SAA conference event constitutes your permission and consent for SAA to utilize your image, likeness, and/or recorded voice as described herein.*

# Taking Off for the Big Easy

## 1. Register

**WEB** Register online using our secure registration form at www.archivists.org/am2026.

**FAX** Fax your completed registration form, with credit card information, to 312-606-0728, Attn: ARCHIVES*RECORDS 2026 Registration. Do not fax your registration if you are paying by check.

**MAIL** Send your completed registration form, with check made payable to SAA, to: Society of American Archivists, Attn: ARCHIVES*RECORDS 2026, 17 North State Street, Suite 1425, Chicago, IL 60602.

## 2. Reserve Your Hotel

The **Hyatt Regency New Orleans** (601 Loyola Avenue, New Orleans, LA 70113) will serve as the ARCHIVES*RECORDS 2026 headquarters hotel.

**Room Rates** (including complimentary wireless Internet access in guest rooms and throughout the meeting space): SAA has negotiated special discounted conference rates. These rates are available until July 5 or until our room block has been met, whichever comes first. Reserve your room online.

## 3. Travel to New Orleans

**View Trip Planning Tools** from the New Orleans CVB

**BY AIR**

Louis Armstrong New Orleans International Airport (MSY), 14.2 miles from hotel. United flight discount code: **ZSDJ116438**.

**GROUND TRANSPORTATION**

**Amtrak**

**Valet Parking (Hyatt)**: Approximately $52 (plus tax) per 24-hour period, with hourly rates ranging from $10 to $40. The hotel offers 24/7 in-and-out valet service, but there is no self-parking directly operated by the hotel. No parking validation is available.

**Streetcars**: Iconic and efficient for tourists.

**RTA Bus & Ferry**: Buses cover more areas than streetcars, and the Algiers Ferry crosses the Mississippi.

**Ride-Sharing** (Uber/Lyft): Convenient option for late nights or going between neighborhoods.

**Bikes/Blue Bikes**: Over 100 miles of bike lanes, and Blue Bikes electric bike-share stations are everywhere.

**Pedicabs**: A popular, fun way to travel short distances in the French Quarter and downtown area.



# HOW IT WORKS

The **Society of American Archivists** (SAA) is hosting a hybrid Annual Meeting, connecting people in New Orleans, Louisiana, and online. Join us at **ARCHIVES*RECORDS 2026**!

There will be a mixture of events—both in-person and virtual—spread across three days, **including forty educational sessions**. All recorded education sessions will be made available to both in-person *and* virtual attendees after the conference.

- **In-Person** sessions will be held at the Hyatt Regency New Orleans. Speakers will be present in New Orleans. *Note: all in-person only sessions and forums will be live streamed for virtual attendees.*
- **Virtual** sessions will be held via Zoom on the online conference platform, Whova. Attendees will access the sessions on Whova.
- **Hybrid** sessions will be held in person at the Hyatt Regency New Orleans and simultaneously cast to virtual attendees on Zoom. Speakers will be present in New Orleans and online.

However you join, we look forward to *inspiring, engaging, and transforming together* over three extraordinary days of education and connecting.




# PRE-CONFERENCE

**SAA Research Forum**
Join your colleagues for the 2026 SAA Research Forum, where you will learn about research and innovations in archives practice or records management in government, corporate, academic, scientific, and other settings. The 2026 Research Forum will be conducted as two Zoom-based virtual sessions, each four hours long, on July 8 and July 15, 12:00 pm–4:00 pm CDT daily.

**SAA Section and Appointed Groups**
SAA's sections, committees, boards, working groups, and task forces will meet to conduct business and share information of special interest. Meetings are open to both SAA members and non-members. View the online schedule.

## Wednesday, July 29

**Registration Open**
9:00 am–6:00 pm

**Repository Tours and Open Houses**
*Offsite*
9:00 am–5:00 pm
The Host Committeee is arranging for tours and open houses at some of the coolest repositories around New Orleans. The Host Committee blog is coming soon with more details.

**SAA Council Meeting**
*Hybrid*
10:00 am–3:00 pm

**ArchivesSpace User Group Meeting**
*In-person only*
*TBD*

**Business Archives Colloquium**
*In-person only*
1:00 pm–4:00 pm

*Note: All times are Central (CDT)*

**Things change! Keep an eye on the conference schedule.**
**archivists.org/am2026**

UNITED for Business

# To make flight reservations with United Airlines® for ARCHIVES*RECORDS 2026, please click on the discount code below.

## ZSDJ116438

MileagePlus® members earn miles for their travel when using the United Meetings℠ discount code.

You may also call United Meetings Reservation Desk from 7 a.m. to 8 p.m. CT, Monday–Friday (closed for major U.S. holidays) at (800) 426-1122 for booking assistance or visit united.com/en/us/meetingtravel and enter the code above.

Booking fees are waived for United Meetings reservations. International customers may contact their local United® Reservation Desk.



# EXPO HALL SCHEDULE




## Thursday, July 30

**4:30 pm–6:30 pm**
Expo Hall Grand Opening

**4:30 pm–4:55 pm**
TIND Mini-Theater Presentation

**4:45 pm–5:15 pm**
Professional and Graduate Student Poster Presentations

**5:00 pm–5:25 pm**
AM Quartex Mini-Theater Presentation



## Friday, July 31

**9:00 am–4:00 pm**
Expo Hall Open

**9:00 am–10:15 am**
Expo Hall Coffee Break



**9:00 am–9:25 am**
LUCIDEA Mini-Theater Presentation

**11:45 am–12:45 pm**
Expo Hall Lunch

**11:45 am–12:10 pm**
Exhibitor Mini-Theater Presentation

**12:15 pm–12:40 pm**
Archival One/Past View Mini-Theater Presentation

**12:15 pm–12:45 pm**
Professional and Graduate Student Poster Presentations

**2:15 pm–3:30 pm**
Expo Hall Closing Break



SOCIETY OF American Archivists

# JOIN SAA AND SAVE ON ARCHIVES*RECORDS!

Become a member and save over $400 on your conference registration before the early-bird deadline, then discover an invaluable catalog of member benefits.

## **ACCESS** the latest news and developments with:

- ***American Archivist***, the premier journal of the archives profession, featuring articles, reviews, and case studies.
- ***Archival Outlook***, a bimonthly magazine including how-to pieces and reports on archival developments.
- ***In the Loop***, SAA's biweekly newsletter highlighting current SAA news, events, publications, and offers.

## **APPRAISE** valuable member discounts on:

- **SAA books**, covering a broad range of archives and records management topics.
- **SAA's Annual Meeting**, the premier educational and networking event for archives professionals.
- **Continuing education courses**, including foundational and transformational certificate programs.
- **Job postings** via SAA's exclusive Career Center. Members can post resumes and apply for free.
- **Listing in SAA's *Directory of Archival Consultants***, containing information about consulting experts.

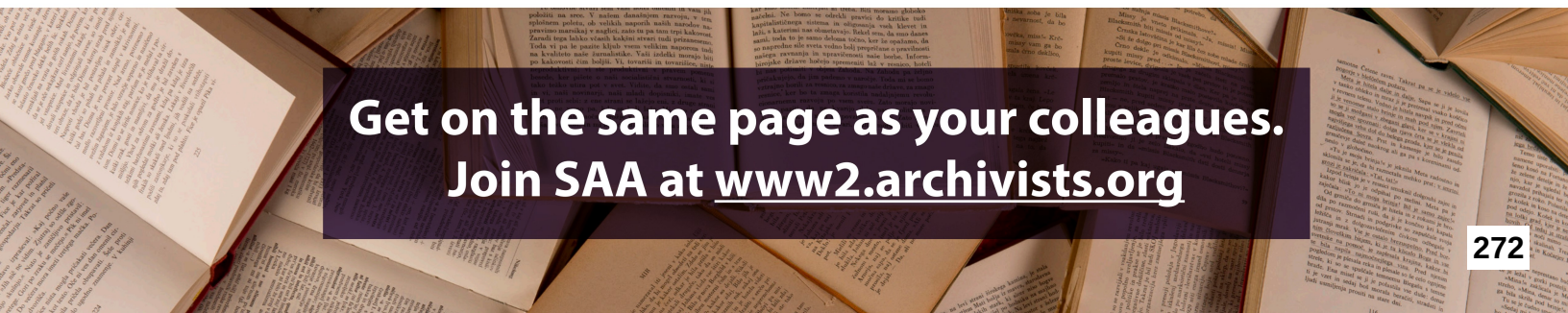
## **EXPLORE** a variety of community groups through:

- **SAA Sections** - 41 groups in all - based on professional and personal areas of interest. Join as many as you like!
- **Committees, boards, task forces, and working groups**, allowing you to amplify your voice.
- **Student Chapters**, introducing new archivists into the profession and developing tomorrow's leaders.

## **PARTICIPATE** in career-enhancing programs like:

- **Mentoring**, connecting subject matter experts with those wishing to increase their subject knowledge.
- **Career Services Commons**, offering career advising sessions, resume review services, and mock interviews.
- **Online Membership Directory**, continually updated with the latest member information.

**Plus more for you to uncover!**



**Get on the same page as your colleagues.**
**Join SAA at www2.archivists.org**

# THANK YOU

## TO OUR ARCHIVES*RECORDS SPONSORS AND INDUSTRY PARTNERS. VISIT THEM ON THE EXPO FLOOR!

### SUSTAINING SPONSORS

LUCIDEA
403 & 502

Preservica
303 & 402

### SUPPORTING SPONSOR

SAAF Society of American Archivists Foundation
TBD

### INDUSTRY PARTNERS

| Company Name | Booth Number |
|---|---|
| Allied Vaughn | 404 |
| AM Quartex | 413 |
| ArchivesSpace | 504 |
| Atlas Systems, Inc. | 512 |
| Axiell | 611 |
| Bloomsbury Digital Resources | 610 |
| CatalogIt | 314 |
| Collector Systems, LLC | 412 |
| Community Archiving Workshop (CAW Collective) | 315 |
| Conserv | 204 |
| Delta Design Ltd/Bruynzeel Storage Systems, Inc. | 606 |
| Digital Bedrock | 210 |
| HAI & PastView | 405 |
| HeinOnline, William S. Hein & Co., Inc. | 305 |
| Historiq | 514 |
| Hollinger Metal Edge, Inc | 503 |
| Image Access LP | 607 |
| Image Retrieval, Inc. | 702 |
| Internet Archive | 415 |
| Iron Mountain Media and Archival Services | 304 |
| JSTOR Digital Stewardship Services | 203 |
| LIBNOVA | 105 |
| LYRASIS | 507 |
| nextScan | 313 |
| Northeast Document Conservation Center | 604 |
| Paperboy Digital Consulting | 513 |
| Picturae, Inc. | 511 |
| Polygon | 702 |
| Preserve South Inc. | 211 |
| Recollect | 312 |
| SAA Bookstore | 213 & 215 |
| San Jose State University - School of Information | 414 |
| Simmons University School of Library and Information Science | 505 |
| Soutron Global | 302 |
| TandD America, LLC | 205 |
| Terentia | 515 |
| The Conservation Center | 107 |
| TIND | 206 |
| University Products, Inc. | 603 & 605 |

List of industry partners as of May 5, 2026. View a complete listing.

# PROFESSIONAL POSTER PRESENTATIONS

**Posters will be displayed in the Expo Hall, where attendees can view them at their convenience and engage in informal one-on-one conversations with presenters at scheduled times during the meeting. All posters will be available virtually.**

**P01** Beyond the Boxes: Empowering Archival Interns to Drive Outreach and Advocacy

**P02** Non-combatant Mission Operation Kidlift: The Legacy of War Orphans and Military Chaplains in the Korean War

**P03** Survey Says: Story-telling and Advocacy with Collection Data at CUNY

**P04** Activating Community College Collections in the Absence of a Formal Archival Program

**P05** Severn Community Technology and Archives Project: Building Self-Sustaining Community Archives Infrastructure in an Age of Surveillance and Technology as a Service

**P06** Professional Training Career Pathways of Emerging BIPOC Social Justice Advocates in Community-Embedded Archival Contexts: Findings and Recommendations from the SJ4A Project

**P07** Co-Learning Communities of Practice and Care: The Importance of "Third Place" Learning Spaces in Archival Training

**P08** Living Loss Grief: Conceptualizing Non-Death Grief for Archival Theory

**P09** Recovering Hidden Caribbean Voices through Archival Processing: The Martha Gayle Project

**P10** Better Together: Statewide Approaches to Disaster Preparedness

**P11** Reappraising, Redescribing, and Deaccessioning Artificial Collections in Women's History Archives

**P12** Amplifying the Long Tail of Oral History Archives: Curating the Obama Presidency Oral History

**P13** Trello to Redmine: Transitioning Reference to a New System

**P14** Engaging Students with Digital Oral History Collections

**P15** Freedom Means: Digitizing the Hidden Stories of Black Mississippians' Fight for Civil Rights

**P16** After the Peak: Sustaining Archives in an Era of Enrollment Decline

**P17** Handwritten, Machine-Processed, Human-Focused: Grappling with AI, Accessibility, and Transcription

**P18** Using GIS to Enhance Access to Historic Aerial Photographs

**P19** These Fascinating Ladies! Processing and Re-Processing Historic House Archives Through a Feminist Lens

**P20** Jazz History Archives through the Lens of Social Media: Fostering Engagement with The Brubeck Collection at Wilton Library through Dave Brubeck's Online Persona

**P21** From Hidden to Display: Building an Exhibition Area from Nothing

**P22** D&D (Digitize and Destroy): Adventures in Audiovisual Digitization

**P23** Access and Privacy: Balancing Archival Principles in Oral History Collections

**P24** Community-Centered Archives Practice: Resources for Archivists

**P25** Using Artificial Intelligence to Enhance Metadata Description for Archival Photographs from the R.G. LeTourneau Museum & Archives

**P26** More Product, Less Process in Practice: Processing the Dianne Feinstein Senatorial Papers (1992–2023)

**P27** More Than Materials: Understanding the Emotional Labor of Archivists and Donor Relations

**P28** Activating Oral History Archives through a "Memory Walk": Curating a Spatial Listening Experience

**P29** Reference Isn't Dead: Building and Maintaining a Patron-Oriented Reference Team

**P30** Lost and Found: What Archivists Can Learn From Lost Media Communities

# EDUCATION PROGRAM: THURSDAY

**Registration Open 8:00 am–5:00 pm**

= Mix and Match (see page 13)

**Start the day off learning right!**



### 8:00 am–8:45 am

All-Member/First Timer Coffee Break *In-person Only*

### 9:00 am–10:30 am

**Plenary 1**: The SAA Presidential Address and Awards *Hybrid*

### 11:00 am–12:00 pm

**101.** Today's News for Tomorrow: A National Initiative to Preserve Digital Local News *Hybrid*

**102.** The Civil Rights Cold Case Records Review Board: An Update *In-person and Live Streamed*

**103.** 'Sensitive Materials' Policies and Impacts for Digital Access Systems *In-person and Live Streamed*

**104.** Preserving Complex Records: Transnational, A/V, and Disasters *In-person Only*

**105.** Documenting Grief, Preserving Remembrance: Case Studies in Memorial Collections *Virtual Only*

### 11:30 am–12:00 pm

Break with Colleagues *Virtual Only*

### 12:15 pm–1:30 pm

Proactively Safeguarding Records at Risk *Forum/Hybrid*

250 for the 250th *Forum/In-person Only*

SAA Research Agenda Forum *In-person Only*

Ghosted Again? Surviving the Endless Job Hunt *Forum/In-person and Live Streamed*

### 1:45 pm–3:00 pm

**201.** Accessibility, Disability Representation, and Inclusion *Hybrid*

**202.** Applying Project Management Principles to Archival Work *In-person Only*

**203.** Institutional (Re)-Organization: The Peaks (and Potential Pitfalls) of Functionally Organized Archive Units *In-person and Live Streamed*

**204.** The Humanitarian Archive Emergency: Challenges and Solutions *In-person and Live Streamed*

**205.** Building Capacity Together: Exploring Consortial Strategies for Digital Collections *Virtual Only*

### 3:15 pm–4:30 pm

**301.** Looking Back to Look Forward: Updating Legacy Practices and Implementing New Systems in Modern Archives *Hybrid*

**302.** Visible to the Gods: Tattoos and Tattooing as Community Archives *In-person and Live Streamed*

**303.** Honoring the Children from Pipestone Indian Boarding School: Lessons in Collaboration and Fostering a Strong Community of Practice *In-person and Live Streamed*

**304.** Humanizing Archives *In-person and Live Streamed*

**305.** Archives and AI: Meeting the Challenges and Opportunities of a Technological Revolution *Virtual Only*



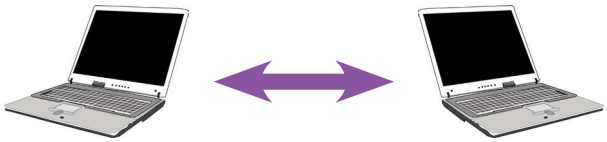
## SAA Foundation Trivia Night

**6:30 pm–8:00 pm**
***In-person Only***

# EDUCATION PROGRAM: FRIDAY

**Registration Open 8:00 am–5:00 pm**

**Mingle with other attendees!**
**8:00 am–8:45 am**
Break with Colleagues *Virtual Only*



**8:45 am–10:15 am**
Iron Mountain Presentation *In-person Only*

Preservica Sponsor Presentation *In-person Only*

**10:30 am–11:30 pm**
**Plenary 2**: Diversifying the Records: Celebrating African American Centered Digital and Documentary Projects *Hybrid*



## Spotlight: Section-Led Sessions

**This new track builds on SAA's commitment to member-driven programming and is designed to amplify SAA Section expertise, highlight shared areas of practice, and encourage cross-Section collaboration.**

**Look for the ★ that denotes a Section-led session.**

**1:00 pm–2:15 pm**
**401.** Encoded Archival Standards in Action: Introducing the Updated Standards Suite *Hybrid*

**402.** Navigating Leadership Roles: What We Wish Someone Had Told Us *In-person Only*

**403.** Emerging Voices in Archives *In-person and Live Streamed*

**404.** Ask an Archivist: Exploring Non-Traditional Careers *In-person Only* ★

**405.** Moving Through the Stages of Letting Go: Applying Deaccessioning Best Practices *Virtual Only*

**3:45 pm–5:00 pm**
**501.** Archivists-in-the Loop: Cautiously Optimistic Case Studies in AI-assisted Archival Description *Hybrid*

**502.** Centering Culture and Community: Responsible Description, Preservation, and Digitization of Mardi Gras Indian and Black Masking Indian Materials *In-person and Live Streamed*

**503.** Revitalizing Primary Sources *In-person and Live Streamed*

**504.** Beyond the Interview: Considering the Total Cost of Oral History Stewardship Through an Ethics of Care and Accessibility Lens *In-person and Live Streamed* ★

**505.** Two Sides of the Same Collection: Navigating Donor Relations *Virtual Only*

**8:00 pm–9:15 pm**
Archives in the Movies

# EDUCATION PROGRAM: SATURDAY

**Registration Open 8:30 am–12:00 pm**

**Participate in your association!**
**9:00 am–10:30 am**
SAA Annual Membership Business Meeting *Hybrid*



**9:00 am–5:00 pm**
Community Archiving Workshop *Offsite*
Pre-registration required

**10:45 am–12:00 pm**
**601.** Building a Community: Supporting the Connections between Archives and Public History *Hybrid*

**602.** Stewarding Collections at Risk: A Practical Framework from Religious Archives in Transition *In-person Only*

**603.** Technology and Digital Stewardship *In-person Only*

**604.** From Principles to Practice: Indigenous Repatriation in Constrained Archives *In-person and Live Streamed*

**605.** Transforming Collections One Workflow at a Time *Virtual Only*

**12:15 pm–1:30 pm**
**701.** Found in Translation: Archiving Foreign Language Material *Hybrid*

**702.** Processing Sensitive Collections: Ethics, Privacy, and Access *In-person and Live Streamed*

**703.** Underground and Punk Music Archives in the American South *In-person and Live Streamed*

**704.** Describing Visual Materials: A Community of Practice In Progress *In-person and Live Streamed*

**705.** The Big Picture Problem: Institutional Approaches to Photographers' Archives *Virtual Only*

**1:45 pm–3:00 pm**
**801.** Physics, Philharmonics, and the Big Digital Delivery: How Two Archives Leverage DAM Strategies for Born-Digital Collections *Hybrid*

**802.** Stewardship Through Archives: Cultivating Institutional Knowledge at an Atypical Archive *In-person and Live Streamed*

**803.** The Louisiana Décima Project: Ethnographic Sound Archives and Louisiana Spanish Language Revitalization *In-person and Live Streamed*

**804.** Recognizing, Processing, and Mitigating Trauma: A Panel on Trauma-Informed Approaches in Archival Work *In-person and Live Streamed*

**805.** When Systems Speak: Practical Strategies for Connecting Archival Description and Digital Objects *Virtual Only*



## Spotlight: Mix and Match

**This track allows individuals to give a short talk rather than present a full session, and provides an opportunity to connect archivists that may not have otherwise met.**

**Look for the that denotes a Mix and Match session.**

# ARCHIVES * RECORDS 2026 Event Schedule

Expanded View

Filter By

Search

Displaying agenda in event timezone (10:24 AM CDT)

## Wednesday, July 29

**9:00 am – 6:00 pm**

### Registration Open

Empire Foyer

**9:00 am – 5:00 pm**

### Repository Tours and Open Houses, On-Your-Own Explorations [OFFSITE]

Offsite

Read More

**9:00 am – 12:30 pm**

### ArchivesSpace User Group Meeting

IN-PERSON ONLY NOT RECORDED NOT LIVE STREAMED

Registration form will be available in early June.

**10:00 am – 3:00 pm**

### Council Meeting

HYBRID

Bolden 6

**1:00 pm – 4:00 pm**

### Business Archives Section Colloquium

IN-PERSON ONLY NOT RECORDED NOT LIVE STREAMED

Strand 12 AB

**5:30 pm – 6:30 pm**

### Speakers Help Session for Virtual Presenters

NOT RECORDED VIRTUAL ONLY

Virtual

Giving a virtual presentation at *ARCHIVES*RECORDS* 2026? Want to make sure everything is all set and get any last-minute questions answered?

Your virtual production team is offering an open office hours period where you can log in, ask any questions you may have, meet your tech sup...

Read More

**5:30 pm – 6:30 pm**

### Speakers Help Session for In Person and Hybrid Presenters

IN-PERSON ONLY NOT RECORDED NOT LIVE STREAMED

Strand 11 AB

Giving an in-person or hybrid presentation at *ARCHIVES*RECORDS* 2026? Want to make sure everything is all set and get any last-minute questions answered?

Your production team is offering an open office hours period where you can log in, ask any questions you may have, meet your tec...

Read More

## Thursday, July 30

**8:00 am – 8:45 am**

### All-Member / First Timer Coffee Break

Empire Foyer

**8:00 am – 5:00 pm**

### Registration Open

Empire Foyer

**8:00 am – 5:00 pm**

### Organizational Information Tables

Read More

**9:00 am – 10:30 am**

### Plenary 1: The SAA Presidential Address and Awards

PLENARY HYBRID

Empire Ballroom

· **Derek Mosley**, Archivist/ Division Manager, Auburn Avenue Research Library, Fulton County Library System

**11:00 am – 12:00 pm**

## 101. Today's News for Tomorrow: A National Initiative to Preserve Digital Local News

EDUCATION SESSION HYBRID

Empire Ballroom

· **Kristen Hare**, Director of Craft and Local News, Poynter
· **Laura Moscoso**, Training Director, Investigative Reporters and Editors
· **Mandy Ortiz**, Lede New Orleans
· **Anna Trammell**, Program Manager, Community Programs, Internet Archive

The closing and loss of newspapers has increased significantly in recent years. In the vacuum left by this decline, a variety of news sources have appeared online, but the web pages and related born-digital assets generated by this shift have presented complex preservation challenges. The Today's...

Read More

**11:00 am – 12:00 pm**

## 102. The Civil Rights Cold Case Records Review Board: An Update

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Elite Hall B

· **Hank Klibanoff**, Co-Chair, Civil Rights Cold Case Records Review Board
· **Brenda Stevenson**, Board Member, Civil Rights Cold Case Records Review Board
· **Gabrielle Dudley**, Co-Chair, Civil Rights Cold Case Records Review Board & Assistant Director of Public Services, Civil Rights Cold Case Records Review Board & Rose Library, Emory University

In this session, Margaret Burnham (Northeastern University), Gabrielle M. Dudley (Emory University), Hank Klibanoff (Emory University), and Brenda E. Stevenson (UCLA) discuss the ongoing work of the Civil Rights Cold Case Records Review Board. They outline how they select cases and records for in...

Read More

**11:00 am – 12:00 pm**

## 103. 'Sensitive Materials' Policies and Impacts for Digital Access Systems

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Alison Clemens**, Director of Access Services and Operations, Beinecke Rare Book & Manuscript Library, Yale University

· **Madison White**, Archival Processing Manager, Binghamton University Libraries

· **Summer Shetenhelm**, Digital Access Services Librarian, Beinecke Rare Book & Manuscript Library, Yale University

Many institutions provide access to collections by making materials available online, including material that may be distressing or offensive. To ensure access is provided in ways that do not cause harm to patrons, institutions should establish guidelines and processes for how these materials are...

Read More

**11:00 am – 12:00 pm**

## 104. Preserving Complex Records: Transnational, A/V, and Disasters

IN-PERSON ONLY NOT LIVE STREAMED EDUCATION SESSION MIX AND MATCH

Strand 12 AB

· **Rose Chiango**, Director of Collections Management, George Blood LP

· **Rochelle Miller**, Archive Project Manager, American Archive of Public Broadcasting/GBH

· **Amy Korczynski**, Curator, Corporate Heritage Collections, TD Bank

· **Shawna Satz**, Corporate Archivist, BMO

· **Brittanny Silva**, Archivist, New Orleans City Archives & Special Collections

· **Christina Bryant**, Director, City Archives & Special Collections, New Orleans City Archives & Special Collections

Mix and Match is a format that will allow individuals to propose an individual talk, rather than a full session. We hope this option will encourage individuals who have not previously submitted a proposal to do so and to provide an opportunity to connect archivists who may not have otherwise met ...

Read More

3 Subsessions

**11:00 am – 12:00 pm**

## 105. Documenting Grief, Preserving Remembrance: Case Studies in Memorial Collections

EDUCATION SESSION VIRTUAL ONLY

Strand 10 B

· **Rory Grennan**, Director of Archives, Florida State University

· **Rachel Duke**, Research and Engagement Program Director, Florida State University

· **Amelia Verkerk**, University Archivist, Virginia Tech

· **Melissa Barthelemy**, Graduate Student (Public History), University of California Santa Barbara

· **Taylor Henning**, University Archivist, Florida State University

Following a tragedy, spontaneous memorials often emerge as powerful sites of grief and resilience. Archivists at Virginia Tech, UC Santa Barbara, and Florida State University have faced the challenge of collecting and stewarding memorial materials created after mass shootings. In this panel, pres...

Read More

**11:30 am – 12:00 pm**

## Break with Colleagues

VIRTUAL ONLY

Virtual Only

· **Brenda Gunn**, Associate University Librarian for Special Collections and Preservation, University of Virginia Library

**12:15 pm – 1:30 pm**

## Proactively Safeguarding Records at Risk

HYBRID FORUM NOT RECORDED

Empire Ballroom

· **Maigen Sullivan**, Co-Founder & Co-Executive Director, Invisible Histories

· **Joshua Buford**, Co-Executive Director, Invisible Histories

· **Lolita Rowe**, University of North Carolina at Chapel Hill

· **Alexis Durante-Tierney**, University of Central Florida College of Medicine

· **Jim Kuhn**, Retired, University of Texas at Austin

What can we do to proactively safeguard material which we either already hold or would like to acquire that is at risk of being censored, destroyed, or otherwise tampered with by a hostile actor in this current political climate? The Diversity Commit...

Read More

**12:15 pm – 1:30 pm**

## 250 for the 250th

IN-PERSON ONLY FORUM

Strand 12 AB

Join members of the SAA America250 Task Force for an overview of **250 for the 250th**, the Society of American Archivists' nationwide initiative commemorating the United Stat...

Read More

**12:15 pm – 1:30 pm**

## SAA Research Agenda Forum

IN-PERSON ONLY FORUM

Elite Hall B

**12:15 pm – 1:30 pm**

## Ghosted Again? Surviving the Endless Job Hunt

FORUM IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Tamar Chute**, University Archivist and Head of Archives, Ohio State University

· **Gerrianne Schaad**, Special Collections Manager, Rosenberg Library, Galveston Texas

· **Amelia Humphrey**, Reference & Instruction Librarian, Archivist, University of Health Sciences and Pharmacy

· **Lindsay Musil**, McDermott Papers Project Archivist, Briscoe Center for American History, University of Texas at Austin

· **Anne Foster**, Bureau Archivist, National Park Service

· **Cara Bertram**, Archives Program Officer, University of Illinois Urbana-Champaign American Library Association Archives

· **Scott Schwartz**, Archivist for Music and Fine Arts and Director of the Sousa Archives and Center for American Music, University of Illinois Urbana-Champaign

Getting ready to apply for a job? Anxious about interviews and what employers are seeking from today's archivists and special collections curators? Dubious of AI's help with the job hunt? Feeling like a castaway, burned out from HR ghosting, endless rejections, and student loan deferrals? You are...

Read More

**1:45 pm – 3:00 pm**

## 201. Accessibility, Disability Representation, and Inclusion

EDUCATION SESSION HYBRID

Empire Ballroom

· **Amanda McGrory**, Archivist & Collections Curator, Crawford Family U.S. Olympic & Paralympic Archives, U.S. Olympic & Paralympic Committee

· **Colleen Hoelscher**, Special Collections Librarian & Associate Professor, Trinity University (San Antonio, TX)

· **Catherine Lucy**, Director of Archives, Sisters of St. Joseph of Carondelet

· **Lydia Tang**, Senior Outreach & Engagement Coordinator, Lyrasis

This panel brings together four professionals from across the archives profession to explore the rapidly changing accessibility landscape by sharing case studies from their workplaces. Topics include digital accessibility, ADA Title II, the adoption of Universal Design for Learning as a pedagogic...

Read More

**1:45 pm – 3:00 pm**

## 202. Applying Project Management Principles to Archival Work

IN-PERSON ONLY NOT LIVE STREAMED EDUCATION SESSION

Elite Hall B

· **Samantha Schafer**, Collection Management Archivist, Tulane University Special Collections

· **Michelle Peralta**, Archivist Supervisor, Beinecke Rare Book and Manuscript Library, Yale University

· **Karen Glenn**, Archival Processing Section Head, Brigham Young University

· **Dan Michelson**, Collections Archivist, Smith College Special Collections

· **Erin Kinchen-Addicks**, University Archives Library Associate, Tulane University Special Collections

Have you ever thought, “I do not know where to start” or “Our team is overwhelmed by the scope of our archival projects”? This panel, made up of five archivists in various stages of project management implementation, discusses existing project management strategies from outside academia, technolo...

Read More

**1:45 pm – 3:00 pm**

## 203. Institutional (Re)-Organization: The Peaks (and Potential Pitfalls) of Functionally Organized Archive Units

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Courtney Dean**, Associate Director, Accessioning, Acquisitions, and Collections Control, Yale University

· **Weatherly Stephan**, Head, Archival Collections Management, New York University

· **Jillian Cuellar**, Director of Special Collections, Tulane University

· **Heather Lember**, Senior Manager, Archival Processing, New York Public Library

This panel brings together representatives from three institutions that centralized archival technical services after years of curatorial division-based structures. Through a moderated discussion, panelists candidly address the realities, benefits, and challenges of working in functionally organi...

Read More

**1:45 pm – 3:00 pm**

## 204. The Humanitarian Archive Emergency: Challenges and Solutions

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Strand 12 AB

· **Bertrand Taithe**, Professor of Cultural History, University of Manchester

· **Flora Chatt**, Archivist, University of Manchester

· **Courtney Stickland**, Project Archivist, University of Manchester

· **Lynda Kellam**, Snyder-Granader Director of Research Data & Digital Scholarship, University of Pennsylvania

· **Stephanie Rinaldi**, Research Programmes Manager, The University of Manchester, UK

For the past twenty-five years, humanitarians have struggled to preserve their digital archives as they work in fast-paced, low-resource emergency settings, an issue pushed to a point of crisis by drastic funding cuts to the sector in 2025. This panel explores this issue and attempts to tackle it...

Read More

**1:45 pm – 3:00 pm**

## 205. Building Capacity Together: Exploring Consortial Strategies for Digital Collections

EDUCATION SESSION VIRTUAL ONLY

Strand 10 B

· **Nancy Hampton**, Library Director, Xavier University of Louisiana

· **Laracarina Suarez**, Special Collections and Archives Librarian, Mount Saint Mary's University, Los Angeles

· **Lee Dotson**, Senior Digital Collections Success Manager, ITHAKA

· **Teri Gallaway**, Executive Director, SCELC

This session explores a partnership between a library consortium, its member libraries, and JSTOR to build support infrastructure for digital collections programs. This partnership brings together memory workers, consortia staff, and a platform provider to expand capacity, promote collective prob...

Read More

3:15 pm – 4:30 pm

## 301. Looking Back to Look Forward: Updating Legacy Practices and Implementing New Systems in Modern Archives

EDUCATION SESSION HYBRID

Empire Ballroom

· **Meaghan O'Riordan**, Director, Archives, Moravian Church in America, Southern Province

· **Rose Goldey**, Digital Archivist, Texas State University

· **Francesca Evans**, Records Management Consultant, State Archives of North Carolina

· **Kristin Van Diest**, Head of Special Collections & Archives, Texas State University

· **Renae Rapp**, Archivist, The City College of New York, CUNY

Panelists in this session examine what it means to inherit and update legacy practices and implement new systems. Attendees will hear different approaches to understanding institutional history, diagnosing potential structural workflow problems, and implementing practical and sustainable changes....

Read More

3:15 pm – 4:30 pm

## 302. Visible to the Gods: Tattoos and Tattooing as Community Archives

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Elite Hall B

· **Camille Callison**, PhD Candidate at University of Manitoba, Tahltan Nation

· **ᎦᏍᏓᏯ ᎫᏰᎾᏕᎶᏎ Jerrid Miller**, Language Archivist, Cherokee Nation

· **Libby Coyner-Tsosie**, University Archivist, Robert S. Cox Special Collections and University Archives Research Center

· **Nicole Wilson**, Artist

· **Terry Baxter**, archivist, Multnomah County Archives

Archives preserve both individual and collective knowledge in a way that allows that knowledge to be shared among community members—current, past, and future. Tattoos document status, community relationships, religious and cultural beliefs, and the accomplishments of individuals. They also contex...

Read More

3:15 pm – 4:30 pm

## 303. Honoring the Children from Pipestone Indian Boarding School: Lessons in Collaboration and Fostering a Strong Community of Practice

EDUCATION SESSION IN-PERSON & LIVE STREAMED

· **River Freemont**, Digital Archivist, National Native American Boarding School Healing Coalition

· **Tsinni Russell**, Digital Archivist, National Native American Boarding School Healing Coalition

· **Lauren Blacik**, Superintendent of Pipestone National Monument, National Park Service, Pipestone National Monument

· **Michelle Nightpipe**, Mellon Humanities Foundation Post-Doctoral Fellow, Pipestone National Monument

· **Fallon Carey**, Director of Digital Archives, National Native American Boarding School Healing Coalition

Beginning in 2023, archivists from the National Native American Boarding School Healing Coalition partnered with the National Park Foundation, Pipestone National Monument, and the Pipestone Shrine Association on “Remembering the Children of the Pipestone Indian Boarding School.” The project exami...

Read More

**3:15 pm – 4:30 pm**

## 304. Humanizing Archives

EDUCATION SESSION MIX AND MATCH IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Eirini Melena Karoutsos**, Reference Archivist, Massachusetts Archives

· **Chris Pandza**, Principal, Independent Scholar / Department of Memory

· **Madeline Alexander**, Director of Programs, Incite Institute at Columbia University

· **Heather Soyka**, Associate Professor, School of Information, Kent State University

· **Edward Benoit**, Interim Director and Associate Professor, Louisiana State University

· **Emilie Rodriguez**, Graduate Research Assistant/LIS Student, Louisiana State University

Mix and Match is a format that will allow individuals to propose an individual talk, rather than a full session. We hope this option will encourage individuals who have not previously submitted a proposal to do so and to provide an opportunity to connect archivists who may not have otherwise met ...

Read More

3 Subsessions

**3:15 pm – 4:30 pm**

## 305. Archives and AI: Meeting the Challenges and Opportunities of a Technological Revolution

EDUCATION SESSION **VIRTUAL ONLY**

Strand 10 B

· **Rachel Antell**, Co-Founder, Archival Producers Alliance, Archival Producers Alliance

· **Kevina Tidwell**, Center for Brooklyn History, Special Collections and Outreach Librarian

· **Krista Hollis**, Assistant Archivist, The Menil Collection

· **Philip Sulentic**, MPI Stock Footage Archive, Researcher and Cataloger

· **Peter Botticelli**, Associate Professor, Simmons University School of Library and Information Science

The rise of generative AI presents both opportunities and risks for archivists, from accelerating workflows to enabling manipulation of records. This session highlights the work of the Trust in Archives Initiative (TAI), a coalition developing guidance for responsible AI use in archives. Panelist...

Read More

**4:30 pm – 6:30 pm**

## Exhibit Hall Grand Opening

EXPO HALL

Elite Hall A

**4:30 pm – 4:55 pm**

## TIND Mini-Theater Presentation

EXPO HALL

Elite Hall A

**4:45 pm – 5:15 pm**

## Professional and Graduate Student Poster Presentations

POSTERS

Elite Hall A

51 Subsessions

**5:00 pm – 5:25 pm**

## AM Quartex Mini-Theater Presentation

EXPO HALL

Elite Hall A

**5:30 pm – 5:55 pm**

## Exhibitor Mini-Theater Presentation

EXPO HALL

Elite Hall A

**6:00 pm – 6:25 pm**

### Exhibitor Mini-Theater Presentation

EXPO HALL

Elite Hall A

**6:30 pm – 8:00 pm**

### SAA Foundation Trivia Night

IN-PERSON ONLY

Empire Foyer

## Friday, July 31

**8:00 am – 5:00 pm**

### Registration Open

Empire Foyer

**8:00 am – 5:00 pm**

### Organizational Information Tables

Read More

**8:15 am – 8:45 am**

### Break with Colleagues

VIRTUAL ONLY

Virtual Only

· **Derek Mosley**, Archivist/ Division Manager, Auburn Avenue Research Library, Fulton County Library System

**8:45 am – 10:15 am**

### Iron Mountain Presentation

IN-PERSON ONLY

Strand 12 AB

**8:45 am – 10:15 am**

### Preservica Sponsor Presentation

IN-PERSON ONLY

Strand 11 AB

**9:00 am – 4:00 pm**

## Expo Hall Open

EXPO HALL

Elite Hall A

**9:00 am – 10:15 am**

## Expo Coffee Break

EXPO HALL

Elite Hall A

**9:00 am – 9:25 am**

## LUCIDEA Mini-Theater Presentation

EXPO HALL

Elite Hall A

**9:30 am – 9:55 am**

## Exhibitor Mini-Theater Presentation

EXPO HALL

Elite Hall A

**10:30 am – 11:30 pm**

## Plenary 2: Diversifying the Records: Celebrating African American Centered Digital and Documentary Projects

PLENARY HYBRID

Empire Ballroom

· **Barrye Brown**, Curator, Manuscripts, Archives, and Rare Books Division, Schomburg Center for Research in Black Culture

· **Andrea Jackson Gavin**, Program Director, HBCU Digital Library Trust

· **Zakiya Collier**, Black Memory Workers and Program Director, Archiving the Black Web

· **Lae'l Hughes-Watkins**, Project STAND and 1856 Project

· **Steven Booth**, Archive Manager, Johnson Publishing Company Archive, Getty Research Institute

As SAA celebrates its 90th year of existence, we recognize the success and struggles of diversifying the collections our members and the profession steward. The Archivists and Archives of ...

Read More

**11:45 am – 12:45 pm**

## Expo Hall Lunch

EXPO HALL

Elite Hall A

**11:45 am – 12:10 pm**

## (JSTOR) ITHAKA Mini-Theater Presentation

EXPO HALL

Elite Hall A

**12:15 pm – 12:40 pm**

## Archival One / PastView Mini-Theater Presentation

EXPO HALL

Elite Hall A

**12:15 pm – 12:45 pm**

## Professional and Graduate Student Poster Presentations

POSTERS

Elite Hall A

51 Subsessions

**1:00 pm – 2:15 pm**

## 401. Encoded Archival Standards in Action: Introducing the Updated Standards Suite

EDUCATION SESSION HYBRID

Empire Ballroom

· **Karin Bredenberg**, Metadata Strategist, Municipality organization

· **Mary Samouelian**, Manager, Archival Processing, University

After five years of collaborative work, the newly revised Encoded Archival Standards are here! This session introduces the updated EAD, EAC-CPF, and new EAC-F standards, now aligned for better interoperability, clearer language, and global usability. Key enhancements include shared modular elemen...

Read More

**1:00 pm – 2:15 pm**

## 402. Navigating Leadership Roles: What We Wish Someone Had Told Us

EDUCATION SESSION IN-PERSON ONLY NOT RECORDED NOT LIVE STREAMED

Strand 11 AB

· **Katie McCormick**, Associate Dean for Special Collections & Archives, Florida State University Libraries

· **Sarah Quigley**, Director, Special Collections and Archive, University of Nevada, Las Vegas Libraries

· **Meredith Evans**, Director, 74th SAA President 2018-20Jimmy Carter Presidential Library

· **Courtney Chartier**, Director, Rare Book & Manuscript Library, Columbia University Libraries

Making the decision to move into a managerial/leadership position should not be taken lightly. There is often little training for new managers available at any level of archival work, and senior leaders have often developed their skills using a patchwork of mentors, education, and instinct. Join ...

Read More

**1:00 pm – 2:15 pm**

## 403. Emerging Voices in Archives

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Strand 12 AB

Read More

4 Subsessions

**1:00 pm – 2:15 pm**

## 404. Ask an Archivist: Exploring Non-Traditional Careers

IN-PERSON ONLY NOT LIVE STREAMED EDUCATION SESSION SECTION

Elite Hall B

· **Jamie Thibeault**, Archivist II, Rochester Electronics, LLC

· **Sheridan Sayles**, MSK Archivist, Memorial Sloan Kettering Cancer Center

· **John Caldwell**, University of Delaware

· **Catherine Acosta**, Vans

· **Megan O'Hern-Crook**, Director, Archives and Information Management, History Associates Incorporated

· **Emma Powell**, Archivist and Assistant Librarian, Elon University

The archival profession is changing rapidly, leaving many archivists navigating job instability or seeking new career directions. This session goes beyond an introduction to archival careers in

corporate, technology, healthcare, government, and v...

Read More

**1:00 pm – 2:15 pm**

## 405. Moving Through the Stages of Letting Go: Applying Deaccessioning Best Practices

EDUCATION SESSION **VIRTUAL ONLY**

Strand 10 B

· **Joe Weber**, Managing Archivist, American Jewish Archives

· **Catherine Oseas Champion**, Head Archivist, Birmingham Public Library

· **Courtney Rookard**, Processing Archivist, Xavier University of Louisiana

· **Mackenzie Ryan**, Assistant University Records Officer, University of Wisconsin-Madison

This session presents case studies on reappraisal and deaccessioning from four different institutions. The case studies cover different stages of the reappraisal and deaccessioning process, including establishing a deaccessioning policy, obtaining institutional buy-in, identifying collections, and c...

Read More

**2:15 pm – 3:30 pm**

## Expo Closing Break

EXPO HALL

Elite Hall A

**2:15 pm – 2:40 pm**

## Exhibitor Mini-Theater Presentation

EXPO HALL

Elite Hall A

**2:45 pm – 3:10 pm**

## Exhibitor Mini-Theater Presentation

EXPO HALL

Elite Hall A

**3:45 pm – 5:00 pm**

## 501. Archivists –in –the Loop: Cautiously Optimistic Case Studies in AI-assisted Archival Description

EDUCATION SESSION HYBRID

Empire Ballroom

· **Austin Munsell**, Assistant Director of Collections Management, University of Oregon Libraries, Special Collections and University Archives

· **Jim Duran**, Director of the Vanderbilt Television News Archive, Vanderbilt University Libraries

· **Angela Fritz**, Assistant Professor, School of Library and Information Science, University of Iowa

· **Stefana Breitwieser**, Collections Archivist, UCSF-JHU Opioid Industry Documents Archive, Johns Hopkins University

This panel offers a skeptical, practice-driven look at AI-generated metadata. Panelists share workflows that use AI to amplify—not replace—human expertise for archival description, focusing on when to invoke AI, how to review results, and what to trust or discard. The session opens with a framewo...

Read More

**3:45 pm – 5:00 pm**

## 502. Centering Culture and Community: Responsible Description, Preservation, and Digitization of Mardi Gras Indian and Black Masking Indian Materials

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Elite Hall B

· **Jennifer Waxman**, Head of Collection Management, Tulane University Special Collections

· **Madeleine Wieand**, Digital Production Librarian, Tulane University Libraries

· **Melissa A. Weber**, Curator, Hogan Archive of New Orleans Music and New Orleans Jazz, Tulane University Special Collections

This panel highlights how curatorial, collection management, and digital library teams collaborated to process and provide access to early 1970s documentation of New Orleans Black Masking Indian culture. Panelists will discuss ethical and practical strategies for caring for culturally important r...

Read More

**3:45 pm – 5:00 pm**

## 503. Revitalizing Primary Sources

EDUCATION SESSION MIX AND MATCH IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Annette Bochenek**, Assistant Professor, Purdue University

· **Aaron Pahl**, Digital Curation Librarian, University of Alabama at Birmingham

· **Kirk Mudle**, Program Manager, Pratt Institue School of Information

· **Anthony Cocciolo**, Dean, School of Information, Pratt Institue

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Read More

3 Subsessions

**3:45 pm – 5:00 pm**

## 504. Beyond the Interview: Considering the Total Cost of Oral History Stewardship Through an Ethics of Care and Accessibility Lens

EDUCATION SESSION IN-PERSON & LIVE STREAMED SECTION

Strand 12 AB

· **Lisa Vallen**, Georgia State University

· **Alan Wierdak**, Smithsonian's National Museum of African American History and Culture / Banneker Douglass Tubman Museum / APALA / University of Oslo

· **Shelly Justement**, Library of Congress

· **Rebecca McGivney**, Library of Congress

· **Conor Casey**, Head of the Labor Archives of Washington, Labor Archives of Washington, University of Washington

Many archival collections are rich with oral history interviews featuring people who may not be visible in the documentary record. The processes and products of oral history present, however, specific costs and benefits to their host repositories...

Read More

**3:45 pm – 5:00 pm**

## 505. Two Sides of the Same Collection: Navigating Donor Relations

EDUCATION SESSION VIRTUAL ONLY

Strand 10 B

· **Annie Fisher**, Archivist and Collections Manager, Safdie Architects

· **Katie Jakovich**, Senior Archivist, History Associates Incorporated (HAI)

· **Samantha Throgmorton**, Corporate Archivist, Southwest Airlines

· **Katie Twomey**, Archivist, Outreach and Engagement, Portman Archives

· **Tellina Liu**, Archivist, McGill University

Donor relations play an integral and complex role in archives, and archivists engage in different relationships with donors as we do our work. This sessionoffers a conversation between archivists working alongside the donor, archival consultants who work with donors and repositories, and archivis...

Read More

**6:30 pm – 8:30 pm**

### Alumni Receptions

Various

Contact conference@archivists.org to schedule your reception.

**8:00 pm – 9:15 pm**

### Archives in the Movies

Strand 12 AB

## Saturday, August 1

**8:30 am – 12:00 pm**

### Registration Open

Empire Foyer

**8:30 am – 12:00 pm**

### Organizational Information Tables

Read More

**9:00 am – 10:30 am**

### SAA Annual Membership Business Meeting

HYBRID

Empire Ballroom

· **Brenda Gunn**, Associate University Librarian for Special Collections and Preservation, University of Virginia Library

· **Derek Mosley**, Archivist/ Division Manager, Auburn Avenue Research Library, Fulton County Library System

· **Jacqualine Price Osafo**, Chief Executive Officer, Society of American Archivists

Read More

**9:00 am – 5:00 pm**

### Community Archiving Workshop

OFFSITE

Offsite

**Pre-registration required.** See course description and registration form at https://mysaa.archivists.org/nc__event?id=a0lUV000007TOcPYAW

**10:45 am – 12:00 pm**

## 601. Building a Community: Supporting the Connections between Archives and Public History

EDUCATION SESSION HYBRID

Empire Ballroom

· **Marcella Huggard**, Hosting Services Onboarding Coordinator, Lyrasis

· **Gwynn Thayer**, Associate Head and Chief Curator, Special Collections Research Center, North Carolina State University

· **Ell Woolard**, Public History PhD Student, North Carolina State University

· **Julia Larson**, Collections and Digital Archivist, Environmental Design Archives, University of California Berkeley

· **Lindsey Loeper**, Reference and Instruction Archivist, University of Maryland, Baltimore County

· **Annyah St. Louis**, Processing Archivist, AFRO Charities, Inc.

· **Anna Reznik**, Lead Facilites Archivist and Records Analyst, Infrastructure Division, Texas Parks and Wildlife Department

· **Brigitte Billeaudeaux**, Associate Professor/ Head of Special Collections, University of Memphis

· **Tyson Koenig**, Special Collections & Archives Librarian, Southeast Missouri State University

This session gathers the perspectives of diverse practitioners from various educational backgrounds and institutions to bring a focus on how archives and public history intersect and how these intersections impact archival education and praxis. Session attendees will hear from archivists and curr...

Read More

**10:45 am – 12:00 pm**

## 602. Stewarding Collections at Risk: A Practical Framework from Religious Archives in Transition

IN-PERSON ONLY NOT LIVE STREAMED EDUCATION SESSION

Elite Hall B

· **Lisa M. Schell**, Director of History and Archive Center, Adrian Dominican Sisters

· **Sarah Cantor**, Director of the Archives and Heritage Center, Sisters of the Holy Names of Jesus and Mary

· **Casey Bowser**, Archivist, Sisters of Charity of Seton Hill/Seton Hill University

Across the United States, many institutions, including religious communities, nonprofits, and small organizations, face archival transition as leadership structures change, resources decline, or missions evolve. The Religious Archives in Transition Toolkit (2024), developed by the Archivists for ...

Read More

**10:45 am – 12:00 pm**

## 603. Technology and Digital Stewardship

IN-PERSON ONLY NOT LIVE STREAMED EDUCATION SESSION MIX AND MATCH

Strand 11 AB

· **Beth Mawhinney**, Digital Initiatives Librarian (DU) | Adjunct Faculty (SAC), University of Denver | Santa Ana College

· **Sela Constan-Wahl**, Product Manager, Library & Archival Systems, J Paul Getty Trust

· **Maggie Hughes**, Manager of Special Collections Processing & Cataloging, Getty Research Institute

· **Palash Bosgang**, Digital Preservation Manager, Bard College

· **Jennifer Palmentiero**, Digital Services Manager, Southeastern New York Library Resources Council

· **Kim Gianfrancesco**, Digital Preservation Librarian, Vassar College

· **Lauren Turner**, Digital Archivist, University of Denver

Mix and Match is a format that will allow individuals to propose an individual talk, rather than a full session. We hope this option will encourage individuals who have not previously submitted a proposal to do so and to provide an opportunity to connect archivists who may not have otherwise met ...

Read More

3 Subsessions

**10:45 am – 12:00 pm**

## 604. From Principles to Practice: Indigenous Repatriation in Constrained Archives

EDUCATION SESSION IN-PERSON & LIVE STREAMED SECTION

Strand 12 AB

· **Alison Quirion**, Archivist, SEGA of America

· **Candy Navarrete**, Repatriation Coordinator & Native Archives Specialist, Autry Museum of the American West

· **Diana Marsh**, Asst. Prof. Archives & Digital Curation, University of Maryland

· **Megan Garbett-Styger**, Archivist, Point No Point Treaty Council

· **Hilary Swett**, Archivist, The Writers Guild Foundation

· **Kelley Hummingbird**, PhD Student, Teaching Fellow, University of Alabama

How do you advance Indigenous archival repatriation when time, staffing, and resources are limited? This session brings together NAAS, the Archival Repatriation Committee, and the Solo Archivists Section to move from ethical frameworks (PINAR, PN...

Read More

**10:45 am – 12:00 pm**

## 605. Transforming Collections One Workflow at a Time

EDUCATION SESSION **VIRTUAL ONLY**

Strand 10 B

· **Alisha Graefe**, June L. Mazer Lesbian Archives, Archivist

· **Doreen Dixon**, Digital Collections Archivist, Clemson University Libraries

· **Catharine Murphy**, Head of Operations, The Conservation Center in Chicago

· **Deana Thomas**, AV Archives Manager, University of Kentucky

· **Chelsea Pincock**, Digital Archivist, Montana Bureau of Mines and Geology, Montana Technological University

This session showcases strategies for transforming large or disorganized archival collections through integrated physical and digital workflows. Panelists share practical approaches for rehousing, metadata creation, backlog reduction, digital preservation, and preparing collections for online access...

Read More

**12:15 pm – 1:30 pm**

## 701. Found in Translation: Archiving Foreign Language Material

EDUCATION SESSION **HYBRID**

Empire Ballroom

· **Amy Lau**, Archivist, Special Collections Processing, New York Public Library

· **Laura Marte**, Schomburg Center for Research in Black Culture, New York Public Library, Archivist, Manuscripts, Archives, and Rare Books Division

· **Ornella Baganizi**, Archivist, Moving Image and Recorded Sound Division, Schomburg Center for Research in Black Culture, New York Public Library

· **Denise Mantey**, Schomburg Center for Research in Black Culture, New York Public Library, Archivist, Manuscripts, Archives, and Rare Books Division

This session focuses on New York Public Library archivists' experiences processing collections containing foreign language material from China, Latin America, the United States, and West

and East Africa. These materials reflect the diverse identities of NYPL's donors and the interests of our patr...

Read More

12:15 pm – 1:30 pm

## 702. Processing Sensitive Collections: Ethics, Privacy, and Access

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Elite Hall B

· **Saguna Shankar**, Assistant Professor, University at Buffalo, Department of Information Science
· **Portia Vescio**, University Archivist, Center for Southwest Research and Special Collctions, University of New Mexico
· **Avi Woonter**, Center for Southwest Research and Special Collctions, University of New Mexico, Project Archivist, Archdiocese of Santa Fe Institutional Abuse Collection
· **Margie Montanez**, Center for Southwest Research and Special Collctions, University of New Mexico, Curator of Latin American Collections
· **Hope Dunbar**, University Archivist, University at Buffalo, University Archives

Read More

12:15 pm – 1:30 pm

## 703. Underground and Punk Music Archives in the American South

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Scott Satterwhite**, Founder, 309 Punk Project, Dept. of English, University of West Florida
· **Carrie Daniels**, Director/Archives & Special Collections, University of Louisville
· **Greg Johnson**, Head of Special Collections and Blues Curator, University of Mississippi
· **Jon Sewell**, PhD student, Public History, Middle Tennessee State University

Examining the similarities and differences between local approaches to preserving the history of their music communities from both academic and community-based initiatives, this session discusses the benefits of institutional affiliations alongside a community-led perspective related to archival ...

Read More

12:15 pm – 1:30 pm

## 704. Describing Visual Materials: A Community of Practice In Progress

EDUCATION SESSION IN-PERSON & LIVE STREAMED SECTION

Strand 12 AB

· **Aliza Leventhal**, Director, Fleet Library at the Rhode Island School of Design

· **Betts Coup**, Head of Archival Operations, Technical Services for Archives & Special Collections, Harvard University Library

· **Max Goldberg**, Harvard University Library

· **Sarah Bush**, Processing Archivist, Bernard Becker Medical Library, Washington University in St. Louis

· **Jacob Wolf**, Special Collections Archivist II, Getty Research Institute

· **Sabrina Gorse**, Archivist, Heritage Works, Inc.

· **Paige Adair**, Senior Archivist, Fine Art Specialist, The Portman Foundation

Description is a series of choices shaped by time, context, and capacity. This informal discussion, co-sponsored by the Description Section and Visual Materials Section, invites archivists to reflect on how the scale, value, and representational ...

Read More

**12:15 pm – 1:30 pm**

## 705. The Big Picture Problem: Institutional Approaches to Photographers' Archives

EDUCATION SESSION **VIRTUAL ONLY**

Strand 10 B

· **Kappy Mintie**, Head of Collections, Center for Creative Photography

· **Caitlin Margaret Kelly**, Curator of the Archive of Documentary Arts, Duke University

· **Haley Petersen**, Photo Archivist, Dolph Briscoe Center for American History at University of Texas, Austin

· **Elizabeth Reilly**, Curator of Photographic Archives, University of Louisville

Photographers' archives challenge repositories with their scale, mixed formats, and demanding preservation needs. This session highlights practical strategies for managing these collections across institutions with diverse missions, resources, and user communities. Speakers address sustainable co...

Read More

**1:45 pm – 3:00 pm**

## 801. Physics, Philharmonics, and the Big Digital Delivery: How Two Archives Leverage DAM Strategies for Born-Digital Collections

EDUCATION SESSION HYBRID

Empire Ballroom

· **Elizabeth Wood**, Archivist, Niels Bohr Library & Archives (American Institute of Physics)

· **Allison Buser**, Archivist, Niels Bohr Library & Archives (American Institute of Physics)

· **Michele Beacham**, Archives Manager, Los Angeles Philharmonic Association

· **Meredith Reese**, Senior Manager, IT Services, Los Angeles Philharmonic Association

Born-digital content is flooding archives, yet practical guidance for managing this surge remains limited. This panel features two institutions at different stages of their digital asset management system (DAMS) journeys, sharing creative solutions and ongoing challenges. The American Institute o...

Read More

**1:45 pm – 3:00 pm**

## 802. Stewardship Through Archives: Cultivating Institutional Knowledge at an Atypical Archive

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Elite Hall B

· **Lenora Costa**, Deputy Director of Collections, Longue Vue House and Gardens

· **Baty Landis**, Executive Director, Longue Vue House and Gardens

· **Molly Hay**, Collections & Archives Manager, Longue Vue House and Gardens

This session explores how archival practices can be fully integrated into institutions with atypical archives, using New Orleans' Longue Vue House and Gardens as a case study. Presenters will demonstrate how archives inform interpretation, preservation, marketing, stewardship, strategic planning,...

Read More

**1:45 pm – 3:00 pm**

## 803. The Louisiana Décima Project: Ethnographic Sound Archives and Louisiana Spanish Language Revitalization

EDUCATION SESSION IN-PERSON & LIVE STREAMED

Strand 11 AB

· **Elisabeth Perez**, Curriculum Developer, Institute for Public Ethnomusicology

· **Em Lessley**, Assistant Archivist, Institute for Public Ethnomusicology

· **Shane Lief**, Linguist, Institute for Public Ethnomusicology

· **William Buckingham**, Executive Director, Institute for Public Ethnomusicology

This panel brings together a diverse group of collaborators working on the SAA Foundation Catalyst Grant-funded project, The Louisiana Décima Project: Language Revitalization Resources for Isleño Spanish. The goal of the project is to support the revitalization of Louisiana's unique historical Spani...

Read More

1:45 pm – 3:00 pm

## 804. Recognizing, Processing, and Mitigating Trauma: A Panel on Trauma-Informed Approaches in Archival Work

NOT RECORDED EDUCATION SESSION IN-PERSON & LIVE STREAMED

SECTION

Strand 12 AB

· **Kure Croker**, Tulane University

· **Amanda Greenwood**, Archivist, Claude Moore Health Sciences Library, University of Virginia

· **Melissa Stoner**, University of California, Berkeley

· **Michelle Ganz**, Director of Archives, Dominican Sisters of Peace

This panel brings together three archivists from a variety of backgrounds and career stages to talk about what archival trauma and trauma-informed archival practice are, and how trauma affects so much of what we do as archivists. The panelists wi...

Read More

1:45 pm – 3:00 pm

## 805. When Systems Speak: Practical Strategies for Connecting Archival Description and Digital Objects

EDUCATION SESSION VIRTUAL ONLY

Strand 10 B

· **DiAnna Hemsath**, Archivist and Assistant Professor, University of Nebraska Medical Center. McGoogan Health Sciences Library

· **Jane Fiegel**, Metadata Librarian, Tulane University

· **Larissa Krayer**, Digital Archivist, University of Nebraska Medical Center

· **Emily Lapworth**, Digital Initiatives Archivist, University of Massachusetts Boston

Archivists face ongoing challenges in linking digital objects to archival description across multiple systems and formats. This session presents practical strategies from four different institutions for improving those connections through technology, metadata reuse, and workflow design. Panelists...

Read More

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.22.** **6/9/2026**

Utilize Gulf of Mexico Energy Security Act (GOMESA) Funding for Emergency Storm Shutter Replacement at Quintana Park Office

Parks Department requests approval to utilize Gulf of Mexico Energy Security Act (GOMESA) funding to replace the storm shutters on the Discovery Event Center / Office at Quintana Park. The existing shutters are severely rusted and inoperable. Immediate replacement is required prior to the upcoming hurricane season to secure and protect the county asset.

Procurement is currently being finalized through competitive quotes, with services to be provided by the lowest and best qualified vendor for an amount not to exceed $39,768.37.

CONSTRUCTION MASTERS OF HOUSTON, INC.

P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

5/13/2026

Brazoria County Parks Dept
41871 SH 288 Bldg. 1
Angleton, Texas 77515
Attn: Lydia Ortiz
lydiaO@brazoriacountytx.gov
979-549-8863

**Re: Quintana Beach Park – Replace Storm Shutters on Office**
Choice Partners ID: 24/018MR-03

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract. 24/018MR-03

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

| | | |
|---|---|---|
| Extended Total Including Overhead and Profit from RS Means | $ | 44,523.48 |
| Total of Non Pre-priced Line Items | | |
| Construction Masters Standard Coefficient (88%) | $ | (5,342.82) |
| Project Price Subtotal | $ | 39,180.66 |
| Payment Bonds (Pass-thru cost) | $ | 587.71 |
| Permitting (Pass-thru cost) | | |
| **Total Job Order Contract Price** | **$** | **39,768.37** |

**Scope of Work:**

- Demo, haul off and dispose of the existing storm shutters and disconnect from power.
- Supply/Install new Rolltex motorized extruded aluminum rolling storm shutters. Color to be white.
- Shutters motorized with crank manual override and remote control.
- Includes 1 crank handle, 2 five channel remote controls and 2 five channel in-wall switches.
- Lead time to installation 5-7 weeks after final submittal approvals.
- Warranty: two years of material and labor and five year on motors (against manufacturer defects)
- **Includes: Labor, materials, equipment, supervision, dumpster, haul off, disposal and final clean.**
- **Excludes: permits, drawings, 3rd party inspections, and any work not specifically listed.**
- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Ed Cudworth

# Cost Estimate Report

**Brazoria County**

Quintana, TX, 77541

330 5th st

Date: 05/13/2026

## Replace Office Storm Shutters

Year 2026 Quarter 2

Unit Detail Report

Prepared By: Justin Davis Construction Masters of Houston

| LineNumber | Description | Quantity | Unit | Total Incl. O&P | Ext. Total Incl. O&P |
|---|---|---|---|---|---|
| **Division 01 General Requirements** | | | | | |
| 013113200260 | Field personnel, superintendent, average | 0.20 | Week | $3,725.00 | $745.00 |
| **Division 01 General Requirements Subtotal** | | | | | **$745.00** |
| **Division 08 Openings** | | | | | |
| 085265110100 | Storm shutters, aluminum, motorized, remote control, color white | 1.00 | Job | $43,778.48 | $43,778.48 |
| **Division 08 Openings Subtotal** | | | | | **$43,778.48** |
| **Subtotal** | | | | | **$44,523.48** |
| **General Contractor's Markup on Subs** | | | | **0.00%** | **$0.00** |
| **Subtotal** | | | | | **$44,523.48** |
| **General Conditions** | | | | **0.00%** | **$0.00** |
| **Subtotal** | | | | | **$44,523.48** |
| **General Contractor's Overhead and Profit** | | | | **0.00%** | **$0.00** |
| **Grand Total** | | | | | **$44,523.48** |



# Quote: 1449

GALVESTON SHUTTER & SHADE CO

902 51st St, Galveston, TX 77551
Ph 409-502-2231
www.galvestonshutters.com

*Date:* May 14, 2026
*Valid Until:* Jun 13, 2026
*Sales Rep:* Harvey Thomas
harvey@galvestonshutters.com
281-787-5133

**Customer**
Brazoria County - Quintana (Joel C)

**Contact Information**
*Main:* 979-233-1461
joelc@brazoriacountytx.gov

**Job Site Address**
330 5th St
Quintana, TX 77541

| # | Opening Description | Product | Color | Opening Size (W x H) | Shutter Size (W x H) | Sq. Ft. | Price |
|---|---|---|---|---|---|---|---|
| 1. | *Beach Side Door* | Town & Country 44mm Roll Down Shutter<br>*2x3 Alum Build Out - Top*<br>*2x3 Alum. Build Out - Sides*<br>*Somfy 50Nm RMO Motor* | *Gray* | 73 3/4 x 115 | 79 1/4 x 115 | *63.3* | $ 3,472.30 |
| 2. | *Beach Side Windows* | Town & Country 44mm Roll Down Shutter<br>*1x2 Alum. Build Out - Sides*<br>*1x2 Alum. Build Out - Top*<br>*Somfy 50Nm RMO Motor* | *Gray* | 130 1/2 x 114 | 136 x 114 | *107.7* | $ 4,815.81 |
| 3. | *Beach Side Windows* | Town & Country 44mm Roll Down Shutter<br>*1x2 Alum. Build Out - Sides*<br>*1x2 Alum. Build Out - Top*<br>*Somfy 50Nm RMO Motor* | *Gray* | 130 1/2 x 114 | 136 x 114 | *107.7* | $ 4,815.81 |
| 4. | *Beach Side Door* | Town & Country 44mm Roll Down Shutter<br>*2x3 Alum Build Out - Top*<br>*2x3 Alum. Build Out - Sides*<br>*Somfy 50Nm RMO Motor* | *Gray* | 73 3/4 x 115 | 79 1/4 x 115 | *63.3* | $ 3,472.30 |
| 5. | *Rear Windows* | Town & Country 44mm Roll Down Shutter<br>*1x2 Alum. Build Out - Sides*<br>*1x2 Alum. Build Out - Top*<br>*Somfy 50Nm RMO Motor* | *Gray* | 73 3/4 x 115 | 79 1/4 x 115 | *63.3* | $ 3,387.77 |
| 6. | *Rear Windows* | Town & Country 44mm Roll Down Shutter<br>*1x2 Alum. Build Out - Sides*<br>*1x2 Alum. Build Out - Top*<br>*Somfy 50Nm RMO Motor* | *Gray* | 130 1/2 x 114 | 136 x 114 | *107.7* | $ 4,815.81 |
| 7. | *Rear Windows* | Town & Country 44mm Roll Down Shutter<br>*1x2 Alum. Build Out - Sides*<br>*1x2 Alum. Build Out - Top*<br>*Somfy 50Nm RMO Motor* | *Gray* | 130 1/2 x 114 | 136 x 114 | *107.7* | $ 4,815.81 |
| 8. | *Rear Windows* | Town & Country 44mm Roll Down Shutter<br>*1x2 Alum. Build Out - Sides*<br>*1x2 Alum. Build Out - Top*<br>*Somfy 50Nm RMO Motor* | *Gray* | 73 3/4 x 115 | 79 1/4 x 115 | *63.3* | $ 3,387.77 |

| | | |
|---|---|---|
| Product Total | $ | 32,983.38 |
| *10% Discount May Promotion* | $ | *-3,298.34* |
| *City Permit* | $ | *250.00* |
| Sales Tax | $ | 1,979.00 |
| **Project Total** | **$** | **31,914.04** |

Replacement Roll Shutter Color is confirmed as TBD ____

PAYMENT:

_50__% Deposit
_35__% Scheduling
_15__% Final Completion

Payment may be made by cash, check, or credit card. Final payment is due upon project completion unless otherwise agreed to in

writing.

All sales are final. Products are custom made and can not be returned or canceled once ordered.

Lead time will vary based on product selection and current business climate. Galveston Shutter & Shade Co. will make every effort to install projects as quickly as possible , but makes no guarantees. Weather, material shortages, and shipping delays are possible and may extend lead times. Galveston Shutter & Shade Co. shall be held harmless for any delays in work due to natual disasters, strikes, acts of God or anything beyond our control.

Your estimated install start date is approximately 8 weeks after Date of Contract Signature _____.

Galveston Shutter & Shade Co. standard work hours are Monday-Friday from 8am to 5pm. Customer is responsible for allowing reasonable access to job site during standard work hours. Any work requested outside of standard hours will be negoiated on a case by case basis.

Customer is responsible for removal of personal items from the designated work area. Galveston Shutter & Shade Co. is not responsible for damage to any personal items left in the work area.

All work will be as specified in this contract. Any other work will be considered extra work as a result of customer request or unforeseen circumstances. All extra work shall be agreed to in writing in the form of a contract amendment prior to commencement of work.

Galveston Shutter & Shade Co. will paint any installed electrical conduit provided that the customer supplies the paint on the scheduled day of installation. If paint is not provided at the time of installation, painting will not be performed, and any subsequent painting requests may incure additonal charges.

Cutomer is responsible for providing structure with the ability to attach shutter system properly and that will handle required wind load per product engineering.

Proper hurricane shutter installation requires fasteners to be embedded into the frame of the structure. Any alarm or power wires that have been run along window framing could be hit during the course of installation. Galveston Shutter & Shade Co. is not responsible for repairs to electrical systems caused by normal installation methods.

Any required HOA approval is the responsibility of the customer.

The requirements for a building permit are different for each municipality and product line. All installations of motorized shutters or screens will require and electrical permit.

Permit for this project will be the responsibilty of _____ Galveston Shutter & Shade Co. or _____ homeowner.

Permit cost for this job is __250.00____.

Hurricane shutter installations in designated windstorm zones may be certified through a windstorm inspection process. If a windstorm inspection is requested, customer will be issued a WPI-8 or letter of compliance approximately 30 days after project completion. Inspections must be requested at time of contract signing. Cost for inspection will vary by location and job scope.

Windstorm inspection cost for this project is $__350.00__.

I do_____ Do not_____request inspection of my installation.

Upon completion of this installation, Galveston Shutter & Shade Co will email completion documents to the customer. The customer shall have 48 hours from the time of delivery to review and either:

Sign and return the completion documents, indicating acceptance of the work; or
Notify Galveston Shutter & Shade in writing of any concerns or issues with the completed work.

If no response is received within 48 hours, the work will be deemed accepted, and the project will be considered complete.

Warranty:
Impact Windows Vinyl, Hardware, Screens-Double Lifetime Warranty
Impact GLass 20 Year Warranty
Platinum Window Vinyl, Hardware, Screens, Glass- Double Lifetime Warranty
Hurricane, Security and Decorative Exterior Shutters - 5 Year Parts and Labor Warranty
Motorized Patio Screens (non-hurricane) - 10 Year Frame Warranty, 5 Year Fabric and Motor Warranty, 5 Year labor Warranty
Retractable Awnings - 10 Year Parts and Fabric Warranty, 3 Year Labor Warranty

Handrails - Lifetime Parts Warranty, 5 Year Labor WarrantyÂ

Warranty is provided to the original homeowner only and is not transferable to another homeowner or entity.

To maintain warranty, the customer is responsible for proper care and maintenance as described in the care and maintenance document.

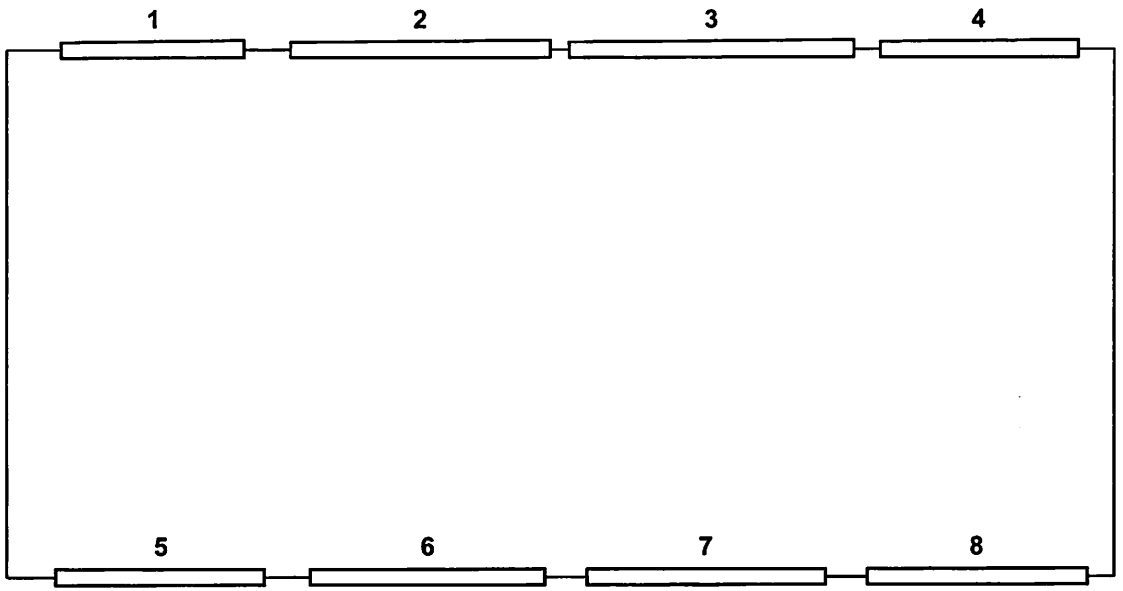
I agree to terms and conditions as described in this contract and approve Galveston Shutter & Shade Co. to commence work.

_____ _____

Customer Signature Date

## Opening

1. Town & Country 44mm Roll Down Shutter *(Beach Side Door)*
2. Town & Country 44mm Roll Down Shutter *(Beach Side Windows)*
3. Town & Country 44mm Roll Down Shutter *(Beach Side Windows)*
4. Town & Country 44mm Roll Down Shutter *(Beach Side Door)*
5. Town & Country 44mm Roll Down Shutter *(Rear Windows)*
6. Town & Country 44mm Roll Down Shutter *(Rear Windows)*
7. Town & Country 44mm Roll Down Shutter *(Rear Windows)*
8. Town & Country 44mm Roll Down Shutter *(Rear Windows)*




902 51st st. Galveston, Tx 77551
Ph 409-502-2231
www.galvestonshutters.com

GALVESTON

**Brazoria County - Quintana (Joel C)**

330 5th St
Quintana, TX 77541

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SCALE: NOT TO SCALE

DATE: May 14, 2026

PAGE DESCRIPTION: Site Plan

PAGE: 1 OF 1

# COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Donation from the Gulf Coast Home School Group

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

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

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

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.24.** **6/9/2026**

Renew RFP #22-43 Generator Service and Emergency Rental

Approval to renew the service portion only of “RFP #22-43 Generator Service and Emergency Rental” with Marine Connection Services, Inc., dba Power Field Services of Dickenson, Texas for the fifth (5th) year of a five (5) year contract per the term, conditions and pricing of the current contract which expires on July 26, 2026.

The renewal term shall be July 27, 2026 to July 26, 2027

Further, expenditures will be funded by the departments’ annual fiscal year budgets.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.25.** **6/9/2026**

Amendment No. 1 ITB #26-05 Oils and Lubricants

Approve Amendment No. 1 price increase for “ITB #26-05 Oils and Lubricants” to the following vendor, as per the attached.

- B & K Motor Parts, Inc. dba Napa Auto of Angleton, Texas

In addition, the increase will utilize funds from the departments’ approved fiscal year budgets.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said amendment on half of the County.

26-05 Summary

Approve amendment No. 1 price increase for “ITB #26-05 Oils and Lubricants” to B & K Motor Parts, Inc. dba Napa Auto as per the attached.

The vendor has submitted a request for pricing adjustments based on documented cost increases accumulated over the past several months. Their supplier issued a series of formal price-increase notifications, each citing rapidly rising production and material costs for finished lubricants. These increases were passed through in four separate letters:

- **15% increase**, effective with orders placed after March 18, 2026
- **20% increase**, effective immediately on April 2, 2026
- **30% increase**, effective April 24, 2026 for all orders placed on or after that date
- **25% increase**, effective May 4, 2026 for all orders placed on or after that date

Collectively, these supplier-level increases amount to **approximately a 90% cumulative rise in raw-material and finished-lubricant costs** over a two-month period. Each notification attributes the adjustments to rising costs associated with finished lubricant manufacturing, transportation, and material shortages driven by broader market conditions.

Given the scale, frequency, and documented basis of these upstream increases, the vendor’s request to adjust pricing appears reasonable and consistent with allowable contract provisions. The vendor has also indicated that they attempted to absorb earlier cost escalations before submitting this request, and the adjustments now proposed align with the cumulative impact supported by supplier documentation

**ITB #26-05 OILS AND LUBRICANTS CONTRACT SHEET**

| | | | | | |
|---|---|---|---|---|---|
| INITIAL TERM: | RESPONDENT'S NAME | | B & K Motor Parts, Inc. dba Napa Auto Parts | | |
| MARCH 28, 2026 TO MARCH 27, 2027 | ADDRESS | | 2705 North Velasco Dr. | | |
| | | | Angleton, Texas | | |
| CONTACT PERSON: | QUOTED BY: | | Billy Efird | | |
| | TELEPHONE NUMBER: | | 979-849-2305 | | |
| | EMAIL: | | befirdnapa@gmail.com | | Price Increase |
| **ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant** | **9473** | **0 Gal** | MFG NAME | PRESTON PRIME | |
| | | | MFG# | PRIMORANGE506/1 | |
| | | | PACKAGING (UOM) VENDOR | 6 GALLON / CASE | |
| | | | Total Cost | $7.19 | **$8.28** |
| **ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant** | **2978** | **0 Case** | MFG NAME | PRESTON PRIME | |
| | | | MFG# | PRIMORANGE506/1 | |
| | | | PACKAGING (UOM) VENDOR | 6/1GAL CASE | |
| | | | Total Cost | $42.12 | **$48.66** |
| **ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50** | **9475** | **0 Gal** | MFG NAME | PRESTON PRIME | |
| | | | MFG# | PRIMORANGE506/1 | |
| | | | PACKAGING (UOM) VENDOR | GALLON | |
| | | | Total Cost | $7.19 | **$8.28** |
| **ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze** | **2981** | **0 55 Gal Drum** | MFG NAME | CHEVRON | |
| | | | MFG# | 227811 | |
| | | | PACKAGING (UOM) VENDOR | 55GAL DRUM | |
| | | | Total Cost | $522.50 | **$522.50** |
| **OIL, CIRCULATING, HIGH PERFORMANCE Heat Transfer Oil** | **3055** | **0 Gal** | MFG NAME | PINNACLE RESOURCES | |
| | | | MFG# | PRHTIS046bULK | |
| | | | PACKAGING (UOM) VENDOR | GAL BULK | |
| | | | Total Cost | $9.30 | **$12.55** |
| **DEF (Diesel Exhaust Fluid) Blue Sky 2.5 GAL Jugs/ 2 Per case per Pallet** | **9693** | **1898 Case** | MFG NAME | TRANSLIQUID | |
| | | | MFG# | NXDEF2.5BOXJUG | |
| | | | PACKAGING (UOM) VENDOR | 1/ 2.5 JUG | |
| | | | Total Cost | 9.3O | **$9.60** |
| **OIL, ENGINE, SAE-0W-20 (1 GAL)** | **9713** | **3440 Case** | MFG NAME | PINNACLE RESOURCES | |
| | | | MFG# | PRFS0W20BULK | |
| | | | PACKAGING (UOM) VENDOR | 1GAL/BULK | |
| | | | Total Cost | 9.69 | **$15.07** |
| **ANTIFREEZE, COOLANT, UNIVERSAL GREEN (PREMIXED)** | | **Case** | MFG NAME | PRESTON PRIME | |
| | | | MFG# | PRIMGREEN506/1 | |
| | | | PACKAGING (UOM) VENDOR | 6/1GAL CASE | |
| | | | Total Cost | 40.25 | **$41.97** |




Pine Bluff, AR 71602

March 11, 2026

Dear Valued Customer

Pinnacle Resources continually works to control costs in an effort to remain competitive and maintain the level of quality and service that you have come to expect. Due to the continued rising cost of materials associated with finished lubricants we are forced to implement a price increase of up to 15% on all products effective with orders placed after March 18, 2026. Orders will be limited to 100% of a customer's average monthly purchase history. As always, we appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management

Ph. (870)247-2315 Fax (870)247-4464 Toll (800)344-1495 www.pinnacleresourcesoil.com

PINNACLE
RESOURCES, INC.
5504 Jefferson Parkway
Pine Bluff, AR 71602

April 02, 2026

Dear Valued Customer

Due to the rapidly rising cost of transportation and all raw materials associated with finished lubricants, we are forced to implement a price increase of up to 20% on all products effective immediately. As always, we appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management

PINNACLE
RESOURCES, INC.
5504 Jefferson Parkway
Pine Bluff, AR 71602

April 24, 2026

Dear Valued Customer

Due to the rapidly rising cost of all materials associated with finished lubricants, we are forced to implement a price increase of up to 30% on all products effective immediately. Any orders placed on or after April 24th will be impacted. As always, we greatly appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management

PINNACLE
RESOURCES, INC.
5504 Jefferson Parkway
Pine Bluff, AR 71602

May 04 2026

Dear Valued Customer

Due to the rapidly rising cost of all materials associated with finished lubricants, we are forced to implement a price increase of up to 25% on all products effective immediately. Any orders placed on or after May 4th will be impacted. As always, we greatly appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.26.** **6/9/2026**

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

Approval to renew “RFP #23-49 Environmental Services for Community Development Block Grant, HOME Investment Partnership Program, HOME-American Rescue Plan and Emergency Solutions Grant Program Projects” with Future Link Technologies of Austin, Texas for a forth (4th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on July 10, 2026.

The renewal term shall be July 11, 2026 to July 10, 2027.

Further, the expenditure will be funded by specific CDBG and HOME-ARP grant funds.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.27.** **6/9/2026**

Advertise Bids for Cutting Tools - Bullet Teeth

Approval to advertise bids for “Cutting Tools - Bullet Teeth” for Brazoria County.

In addition, expenditures will utilize funds from department’s approved fiscal year budgets.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.28.** **6/9/2026**

Amendment No. 2 ITB #22-05 Cutting Tools - Bullet Teeth

Approve Amendment No. 2 price increase for “ITB #22-05 Cutting Tools - Bullet Teeth” to the following vendor, as per the attached.

- Wear Parts & Equipment of Aurora, Colorado

In addition, the increase will utilize funds from the departments’ approved fiscal year budgets.

Further, that the County Judge be authorized to sign all documents necessary to execute said amendment on behalf of the County.

## Market Conditions Analysis and Recommendation

Wear Parts & Equipment Co., Inc. has requested a price adjustment for the Kennametal RK2-2P replacement bullet teeth utilized on County reclaimer/stabilizer equipment under ITB #22-05 Cutting Tools (Bullet Teeth) for Reclaimer-Stabilizers. The current contract price is $8.07 per unit. The requested adjusted price is $21.74 per unit, representing an increase of 169.39%.

Staff reviewed the vendor's request, manufacturer documentation, independent market reporting, and federal economic data to evaluate the reasonableness of the requested adjustment.

As support for the request, the vendor provided manufacturer price adjustment notices issued by Kennametal effective February 1, March 1, and May 1, 2026. In these notices, Kennametal cited continued increases in the costs of tungsten, cobalt, and Ammonium Paratungstate (APT), a critical precursor used in tungsten production. Kennametal further advised that elevated raw material costs had persisted throughout the supply chain and required multiple pricing adjustments during 2026 to maintain manufacturing continuity and product availability.

Staff also reviewed independent market reporting concerning tungsten-related raw materials. Reuters reported on January 29, 2026, that prices for Ammonium Paratungstate (APT), a key precursor used in tungsten production, had reached record highs. Reuters subsequently reported on March 23, 2026, that APT prices increased from less than $400 per metric ton unit one year earlier to more than $2,200 per metric ton unit, representing an increase exceeding 450 percent. Reuters further reported on May 18, 2026, that tungsten prices increased from approximately $600 per metric ton to approximately $3,000 per metric ton, representing an increase of approximately 400 percent. These reports indicate that manufacturers utilizing tungsten-intensive materials experienced extraordinary raw material cost escalation during 2026.

In addition, staff reviewed U.S. Bureau of Labor Statistics Producer Price Index data for Cutting Tool and Machine Tool Accessory Manufacturing (Series PCU333515333515) and Carbide Inserts and Throwaway Inserts (Series WPU11350147). Through April 2026, these indices continued to demonstrate inflationary pressures within the tooling and carbide manufacturing sectors and provide independent support for the manufacturer's documented cost increases.

Wear Parts & Equipment Co., Inc. has advised that the requested pricing can only be held through June 12, 2026. In response, Purchasing coordinated with all Road & Bridge locations to identify anticipated inventory requirements and provide departments an opportunity to place orders prior to the pricing deadline. This approach will assist departments in maintaining sufficient inventory for roadway stabilization and reclamation activities while reducing exposure to continued market volatility.

Staff intends to conduct a new competitive solicitation during FY27 to evaluate market conditions and obtain the most advantageous pricing available at that time. Departments will be encouraged to evaluate annual usage requirements and procure inventory during the most favorable pricing window available.

Based on the manufacturer documentation, independent market reporting, federal economic data, the June 12, 2026 pricing deadline, and the operational necessity of maintaining adequate inventory for Road & Bridge operations, staff finds that the requested adjustment is supported by documented market conditions affecting tungsten-carbide wear products and recommends approval of the requested price adjustment.

## PPI Commodity Data
## Original Data Value

**Series Id:** WPU11350147
**Not Seasonally Adjusted**
**Series Title:** PPI Commodity data for Machinery and equipment-
**Group:** Machinery and equipment
**Item:** Taps, carbide indexible, and throwaway inserts for
**Base Date:** 201112
**Years:** 2016 to 2026

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 109.0 | 109.0 | 109.0 |
| 2017 | 109.0 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 108.2 | 108.5 | 108.5 | 108.5 | 108.8 | 108.8 |
| 2018 | 112.6 | 112.6 | 112.6 | 112.6 | 112.9 | 112.9 | 112.9 | 114.2 | 114.3 | 114.3 | 114.3 | 114.3 |
| 2019 | 114.8 | 114.8 | 115.2 | 115.6 | 116.0 | 116.4 | 116.4 | 117.6 | 117.6 | 117.6 | 117.6 | 117.7 |
| 2020 | 119.8 | 119.7 | 119.7 | 119.7 | 119.7 | 119.7 | 121.2 | 121.2 | 121.2 | 121.2 | 121.2 | 121.2 |
| 2021 | 121.2 | 121.2 | 122.2 | 122.2 | 122.8 | 122.8 | 123.170 | 123.170 | 123.285 | 125.003 | 126.136 | 126.136 |
| 2022 | 126.136 | 126.136 | 127.810 | 127.810 | 127.810 | 129.247 | 129.280 | 129.835 | 129.835 | 134.684 | 134.684 | 134.684 |
| 2023 | 135.497 | 135.597 | 135.597 | 135.597 | 135.597 | 135.597 | 135.597 | 136.385 | 136.385 | 139.409 | 139.342 | 139.342 |
| 2024 | 139.342 | 139.342 | 139.342 | 139.342 | 139.342 | 139.342 | 139.342 | 140.216 | 140.216 | 141.836 | 141.836 | 141.836 |
| 2025 | 142.198 | 142.198 | 142.198 | 141.680 | 141.500 | 142.519 | 147.718 | 147.718 | 148.471 | 148.471 | 148.606 | 148.606 |
| 2026 | 151.166 | 152.524 | 152.524 | 152.524 | | | | | | | | |



Source: Bureau of Labor Statistics

Generated on: May 29, 2026 (01:58:02 PM)

## PPI Industry Data
## Original Data Value

**Series Id:** PCU333515333515
**Series Title:** PPI industry data for Cutting tool and machine tool
**Industry:** Cutting tool and machine tool accessory mfg
**Product:** Cutting tool and machine tool accessory mfg
**Base Date:** 198306
**Years:** 2016 to 2026

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | 184.1 | 184.0 | 184.0 | 184.2 | 184.2 | 184.1 | 184.1 | 184.4 | 184.3 | 184.4 | 184.5 | 184.5 |
| 2017 | 184.5 | 184.9 | 184.9 | 185.3 | 185.0 | 185.2 | 185.0 | 185.2 | 185.3 | 185.8 | 186.1 | 186.4 |
| 2018 | 187.6 | 187.6 | 187.5 | 187.6 | 188.5 | 188.7 | 189.3 | 190.2 | 192.0 | 192.0 | 192.3 | 192.7 |
| 2019 | 192.8 | 192.9 | 193.3 | 193.5 | 193.5 | 193.8 | 193.8 | 194.2 | 194.3 | 194.3 | 194.0 | 194.4 |
| 2020 | 195.0 | 195.4 | 195.4 | 195.4 | 195.4 | 195.4 | 195.6 | 195.4 | 195.3 | 195.5 | 195.5 | 195.5 |
| 2021 | 194.7 | 195.1 | 195.6 | 195.7 | 195.8 | 196.4 | 196.694 | 196.931 | 197.397 | 199.218 | 200.048 | 201.599 |
| 2022 | 204.370 | 206.387 | 207.089 | 207.061 | 207.162 | 207.724 | 208.469 | 219.319 | 219.978 | 221.410 | 223.525 | 225.536 |
| 2023 | 227.015 | 227.651 | 227.762 | 227.753 | 227.914 | 229.056 | 230.063 | 230.213 | 230.613 | 231.104 | 233.885 | 233.723 |
| 2024 | 234.443 | 234.572 | 235.022 | 241.092 | 241.098 | 241.360 | 241.327 | 241.362 | 241.369 | 241.838 | 242.004 | 242.073 |
| 2025 | 243.130 | 243.154 | 243.097 | 243.023 | 243.024 | 243.137 | 245.291 | 245.298 | 246.797 | 249.345 | 249.950 | 251.334 |
| 2026 | 257.230 | 258.594 | 259.436 | 261.646 | | | | | | | | |



Source: Bureau of Labor Statistics

Generated on: May 29, 2026 (01:56:56 PM)

| ITB #22-05 CUTTING TOOLS (BULLET TEETH) FOR RECLAIMER-STABILIZERS CONTRACT SHEET | RESPONDENT'S NAME | WEAR PARTS & EQUIPMENT CO., INC. |
|---|---|---|
| | ADDRESS | 20100 E 35TH DRIVE |
| | | AURORA, CO 80011 |
| | CONTACT PERSON | IAN HEALY |
| RENEWAL TERM: 12/14/25 - 12/13/26 | TELEPHONE NO. | 303-287-1966 |
| | FAX NUMBER | 303-288-2204 |
| | EMAIL | IAN@WEARPARTSCO.COM |

| DESCRIPTION | ITEM I.D. | NEW CURRENT PRICE EACH | Proposed Price Increase | % of Increase |
|---|---|---|---|---|
| **2004 Bomag MPH454R Recycler/Stabilizer** | | ****NO BID**** | | |
| **Brand:** XCal Tools **Part No.:** JMXR-2229 | **8142** | | | |
| | | **Note: ***NO BID***** | | |
| **2005 CMI Terex RS425B Recycler/Stabilizer** | | | | |
| **Brand:** Kennametal **Part No.:** RK2-02P | **9514** | | | |
| Replacement - Brand: Kennametal Part No.: RK2-2P | | $8.07 | 21.74 | 169.39% |
| | | **Note: per each, 50 PC per Box** | | |
| **2011 CMI Terex RS425B Recycler/Stabilizer** | | | | |
| **Brand:** Kennametal **Part No.:** RK2-02P | **9514** | | | |
| Replacement - Brand: Kennametal Part No.: RK2-2P | | $8.07 | 21.74 | 169.39% |
| | | **Note: per each, 50 PC per Box** | | |
| **2016 Bomag MPH600 Tier 3 Recycler/Stabilizer** | | **$12.23** | | |
| **Brand:** Kennametal **Part No.:** SK4-01 | **8140** | | | |
| | | **Note: per each, 40 pieces per box** | | |
| **2016 Bomag RS466 Recycler/Stabilizer** | | | | |
| **Brand:** Kennametal **Part No.:** RK2-02P | **9514** | | | |
| Replacement - Brand: Kennametal Part No.: RK2-2P | | $8.07 | 21.74 | 169.39% |
| | | **Note: per each, 50 pieces per box** | | |
| **SHIPMENT AFTER RECEIPT OF ORDER (DAYS)** | | Ships 1 day ARO; 3-4 days shipping | | |

April 24th, 2026

**Important News Regarding Your Kennametal Prices**

Dear Valued Partner,

We are writing to inform you of a price adjustment, effective **May 1st, 2026**.

As with our recent updates, this adjustment is driven by continued increases in tungsten costs. The underlying cost environment for this core raw material has remained elevated and persistent, resulting in a higher input cost structure across the supply chain.

We recognize that price adjustments have occurred more frequently in recent months. This cadence reflects the ongoing behavior of the tungsten market, where cost levels have continued to move upward without meaningful stabilization. Ammonium Para Tungstate (APT), the key intermediate in tungsten production, has continued to trade at levels that materially exceed historical norms, reinforcing the need for further alignment.

To manage these conditions responsibly, we maintain a continuous review of raw material pricing and market developments. This allows us to adjust pricing in a measured and timely manner, while maintaining the quality, reliability, and continuity of supply our customers expect.

We appreciate your continued understanding and partnership as we navigate this prolonged period of elevated raw material costs.

Thank you for your continued trust and partnership.
Sincerely,



Marcelo Campos
Vice President & General Manager, Earthcutting Infrastructure
Kennametal Inc.

**KENNAMETAL INC.**
1600 Technology Way
Latrobe, PA 15650 USA
TEL: 800-555-1212
KENNAMETAL.COM

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.1.** **6/9/2026**

Resolution Regarding the Development of Data Centers and Related Facilities in the State of Texas

Approve and support the attached Resolution Regarding the Development of Data Centers and Related Facilities in the State of Texas and further authorize distribution to those identified in said Resolution.

# RESOLUTION

## A RESOLUTION BY COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS REGARDING THE DEVELOPMENT OF DATA CENTERS AND RELATED FACILITIES IN THE STATE OF TEXAS

**WHEREAS**, Brazoria County regards safety, security, and quality of life as the highest priorities for its citizens; and

**WHEREAS**, Brazoria County supports responsible economic development and recognizes that advanced technology infrastructure, including data centers and related facilities, will play an important role in Texas' future economy; and

**WHEREAS**, data centers require extraordinary levels of electric generation and transmission capacity, as well as significant water use for cooling, which can impact grid reliability and regional water availability; and

**WHEREAS**, data centers require substantial land conversion, including the clearing or repurposing of agricultural lands and open spaces that support natural drainage patterns and wildlife, which without appropriate siting, mitigation, and planning, such developments could result in increased flooding in already flood-prone areas and destruction of wildlife habitats; and

**WHEREAS**, data centers create excessive light and noise pollution, increase damage to existing infrastructure, and increase risk of fire, all of which create a nuisance and hazard to surrounding citizens; and

**WHEREAS**, local concerns have emerged across Texas and within Brazoria County regarding the potential adverse impacts of data center developments on surrounding communities, consumer utility costs and reliability, water sustainability, drainage, the environment, public health and safety, land use compatibility, local infrastructure and resources, and the quality of life of citizens; and

**WHEREAS**, responsible and informed long-term planning is necessary to ensure that data center development occurs in a manner that protects grid reliability, water sustainability, drainage, the environment, public health and safety, local infrastructure and resources, and the quality of life of citizens; and

**WHEREAS**, counties do not possess general zoning authority or other broad land-use regulatory powers comparable to those of municipalities, thereby limiting the ability of counties to regulate or mitigate these concerns.

**NOW THEREFORE, BE IT RESOLVED** by the Brazoria County Commissioners Court that:

*Continued on the following page*

**POSITION OF THE COURT**

The Brazoria County Commissioners Court supports responsible economic development, including appropriately designed and sited data centers and related facilities. However, the Court opposes future data center development that fails to incorporate adequate safeguards to protect county resources and citizens. Data center development should be conditioned on the implementation of comprehensive, enforceable safeguards to:

- Protect electric grid reliability and prevent cost burdens on residential, agricultural, and small business ratepayers
- Ensure responsible, sustainable, and transparent water use practices
- Protect agricultural land, natural drainage, and flood-prone areas
- Prevent degradation of county roads, drainage systems, and other public infrastructure
- Safeguard community welfare, public health and safety, and environmental quality

**TRANSPARENCY AND REPORTING**

The Court urges the State of Texas and relevant regulatory agencies to require full and transparent public reporting of anticipated electricity demand, water usage, and environmental impacts.

**INDEPENDENT IMPACT ASSESSMENT**

No future data center or related facility should proceed without an independent impact assessment of:

- Impacts on local electricity reliability and transmission capacity
- Impacts on local and regional water availability and drought contingency planning
- Impacts on agricultural lands and natural drainage patterns, including stormwater runoff
- Short and long-term infrastructure costs borne by taxpayers
- Impacts of sound and light from data centers on surrounding properties
- Other effects on surrounding residential, agricultural, and commercial land uses

**RESOURCE SUSTAINABILITY STANDARDS**

The Court urges the State of Texas to adopt statewide planning and regulatory standards prioritizing sustainability, including:

- Integration of water-efficient or closed-loop cooling systems;
- Utilization of reclaimed, recycled, or non-potable water sources when feasible; and
- Demand response participation and load management requirements to protect grid stability.

*Continued on the following page*

**LEGISLATIVE ACTION REQUESTED**

The Court respectfully requests that the Governor and Texas Legislature:

- Enact legislation providing counties, municipalities, and other local governmental entities with meaningful participation and regulatory authority in land use and infrastructure planning related to the development of data centers and related facilities, including:
    - Reasonable setback requirements from residences, schools, and hospitals
    - Light and sound mitigation based on independent impact assessments
    - Additional protections or limitations for development in flood-prone areas
    - Development fees or assessments to repair or improve public infrastructure
- Examine policy options that would improve transparency for the public regarding projected electricity demand and water usage of data centers and related facilities
- Designate this matter as an interim study priority for appropriate legislative committees to evaluate grid reliability, water consumption, local authority, infrastructure impacts, and fiscal implications

**DISTRIBUTION**

Copies of this Resolution shall be transmitted to:

Greg Abbott, Governor of Texas
Dan Patrick, Lieutenant Governor of Texas
Mayes Middleton, Texas State Senator
Joan Huffman, Texas State Senator
Jeff Barry, Texas State Representative
Cody Vasut, Texas State Representative
The Public Utility Commission
The Texas Commission on Environmental Quality
The Electric Reliability Council of Texas
The Texas Water Development Board
Appropriate regional and local governmental entities

**PASSED** and **APPROVED** this 9th day of June 2026

_____

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

# RESOLUTION

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**WHEREAS**, responsible and informed long-term planning is necessary to ensure that data center development occurs in a manner that protects grid reliability, water sustainability, drainage, the environment, public health and safety, local infrastructure and resources, and the quality of life of citizens; and

**WHEREAS**, counties do not possess general zoning authority or other broad land-use regulatory powers comparable to those of municipalities, thereby limiting the ability of counties to regulate or mitigate these concerns.

**NOW THEREFORE, BE IT RESOLVED** by the Brazoria County Commissioners Court that:

*Continued on the following page*

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*Continued on the following page*

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  - Additional protections or limitations for development in flood-prone areas
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- Examine policy options that would improve transparency for the public regarding projected electricity demand and water usage of data centers and related facilities
- Designate this matter as an interim study priority for appropriate legislative committees to evaluate grid reliability, water consumption, local authority, infrastructure impacts, and fiscal implications

**DISTRIBUTION**

Copies of this Resolution shall be transmitted to:

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Dan Patrick, Lieutenant Governor of Texas
Mayes Middleton, Texas State Senator
Joan Huffman, Texas State Senator
Jeff Barry, Texas State Representative
Cody Vasut, Texas State Representative
The Public Utility Commission
The Texas Commission on Environmental Quality
The Electric Reliability Council of Texas
The Texas Water Development Board
Appropriate regional and local governmental entities

**PASSED** and **APPROVED** this 9th day of June 2026

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

STATE OF TEXAS
COUNTY OF BRAZORIA

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.2.** **6/9/2026**

Criminal Justice Coordinating Council (CJCC)

The Brazoria County Criminal Justice Coordinating Council (CJCC) is authorized and established by Brazoria County Commissioners Court to support coordination and system improvement across criminal justice and health systems.

The Court hereby adopts the attached Bylaws of Brazoria County Criminal Justice Coordinating Council (CJCC).

Further, a copy of this order be provided to Precinct 3 Commissioner, Precinct 4 Commissioner and the Sheriff.

**Brazoria County, Texas**
**Criminal Justice Coordinating Council (CJCC)**
**Bylaws**
**May 2026**

## I. Preamble

Brazoria County Commissioners Court recognizes the role of county government in administering and coordinating local public safety, criminal justice, and health systems, as well as the complex needs of individuals who interact with these systems. Individuals with behavioral health needs, physical health conditions, and substance use disorders are disproportionately represented in the criminal justice system and often experience repeated contact across multiple systems. These interactions can result in extended system involvement, increased utilization of public resources, and higher associated costs. In the absence of coordinated, cross-system approaches and access to appropriate services and supports, individuals may continue to cycle between health and criminal justice systems, resulting in less optimal outcomes for both the individual and the community.

Brazoria County is committed to strengthening coordination, alignment, and outcomes across health and criminal justice systems. To support this effort and facilitate collaboration among system partners, Brazoria County Commissioners Court establishes the Criminal Justice Coordinating Council as a structured, cross-sector body to identify shared priorities, align strategies, and support the implementation of data-informed approaches with measurable outcomes. These bylaws outline the structure, purpose, and responsibilities of the Council.

## II. Enactment

The Brazoria County Criminal Justice Coordinating Council (CJCC) is authorized and established by Brazoria County Commissioners Court Order **XXXXX** on **DATE** to support coordination and system improvement across criminal justice and health systems. The CJCC provides a structured forum for collaboration and consensus among participating agencies and stakeholders. With the support of the Brazoria County Commissioners Court, the Council reviews policies, programs, and data, and considers best practices to inform (1) policy recommendations to criminal justice,

health, and human service partners to improve system coordination and performance, and (2) recommendations related to policy and funding priorities for the Commissioners Court.

## III. Purpose and Mission

The Council's purpose is to support data-informed, cross-system strategies that improve coordination, effectiveness, and outcomes across criminal justice and health systems in Brazoria County. The Council focuses on individuals who are involved in, or at risk of involvement in, the criminal justice system and who may have unmet health and related service needs. The Council advances this purpose by identifying system-level challenges, developing data-informed policy and practice recommendations, and supporting sustainable, system-wide improvements that enhance public safety, system performance, and community well-being.

The CJCC's mission is to:

- Improve system effectiveness and the efficient use of resources, including identifying and leveraging grants and other funding opportunities.
- Strengthen collaboration among criminal justice, health, and human service agencies and stakeholders.
- Enhance communication, coordination, and information sharing across systems.
- Support the development and expansion of cross-system, problem-solving strategies that improve health and justice outcomes.
- Recommend planning, financial, operational, and programmatic improvements to support system-level change.
- Provide system leaders with data-informed insights and evidence-based practices to guide policy and program development.

## IV. Organization

### A. Meetings

The Council shall meet each month, with more frequent meetings as necessary to perform its responsibilities.

- The Council will hold meetings on a date and time determined by the membership.
- The Council meeting will follow the Texas Open Meetings Act and post all meetings as a committee of Brazoria County Commissioners Court.
- The location and agenda for each meeting shall be distributed at least three (3) business days prior to the meeting and following Open Meetings requirements.
- Any member may request an agenda item by notifying the Chair, or the Co-Chairs in the Chair's absence.
- Minutes shall be available and distributed at the subsequent meeting for review and approval by the Council.

**B. Responsibilities**

The Council shall have the following responsibilities and authorities:

- Identify strengths, challenges, resources, and strategies to improve system effectiveness and coordination across criminal justice and health systems.
- Conduct comprehensive evaluations of the Brazoria County criminal justice and health systems, using quantitative and qualitative methods to review policies, practices, outcomes, and opportunities for system-level improvement.
- Address pressing community challenges, including the disproportionate impacts of the justice system on individuals with health, behavioral health, or other service needs.
- Ensure that individuals involved in the criminal justice system are appropriately assessed and considered for interventions that support health and well-being, without compromising public safety or unnecessarily extending system involvement.
- Develop recommendations and decisions informed by data, research, and evidence-based practices to improve system performance, reduce recidivism, and enhance outcomes across justice and health systems.
- Facilitate discussion and deliberation on policy and practice solutions and recommend or support implementation of changes within the law, including identifying potential legislative or policy reforms.
- Provide and support data analysis, planning, and implementation efforts, using data to guide continuous system improvement.
- Promote and support collaboration and coordination among criminal justice, health, and human service stakeholders, including effective alignment of resources and shared problem-solving strategies.

**C. Council Members**

The Council shall be responsible for the governance and oversight of its work. As described herein, members shall have voting and decision-making authority and responsibility for recommendations on the design of policies, programs, and resource allocation associated with the work of the Council.

Members:

Two (2) County Commissioners Court Officials
Elected Sheriff, Brazoria County Sheriff's Office
Elected District Attorney, DA Office
Elected District Judge representing Felony Courts
Elected County Court-at-Law Judge representing Misdemeanor Courts
Chief Magistrate, Magistration and Specialty Courts
A Police Chief, representing Local law enforcement agencies

Chief Adult Probation Officer, CSCD
Chief Juvenile Probation Officer, Juvenile Probation
Elected County Clerk, County Clerks Office
Elected District Clerk, District Clerk's Office
A Defense Bar Attorney (accepts indigent cases),
CEO of GCC, Mental Health/SUD
CCBHC Crisis Services Manager, Brazoria County Suicide Prevention and Mental Health Coalition
Texas Department of Criminal Justice Parole Division
Community Health Care Provider, CHN
Business Community, Pearland Chamber of Commerce

The initial Chair and Co-Chairs shall be:

Chair:

Commissioner Stacy Adams – Commissioner, Brazoria County Precinct 3

Co-Chairs:

Commissioner David Linder – Commissioner, Brazoria County Precinct 4
Sheriff Bo Stallman – Sheriff, Brazoria County Sheriff's Office

The following positions will be initially held by the following individuals:

- A Police Chief representing Local law enforcement agencies- Robert E. Lee
- A Defense Bar Attorney – Ron Helson
- CCBHC Crisis Services Manager, Brazoria County Suicide – James Simmons
- Community Health Care Provider, CHN – Ezreal Garcia
- Business Community, Pearland Chamber of Commerce – Jim Johnson

**D. Officers and Members**

**Leadership.**

The Council shall be led by the Chair and two (2) Co-Chairs.

- These positions will be served for a minimum of three (3) years.
- These positions will be performed by individuals who meet those criteria and are willing to participate in the Council.
- When someone steps down, resigns, or when the term expires, the Council will select future leadership.

**Responsibilities of the officers.**
The Chair and Co-chairs shall approve the agenda and preside over the regular and special meetings of the Council.

**Voting members.**
Each Council member shall have one vote.
- Designees (see section F) may vote on behalf of a member when properly identified.

**Ex-officio non-voting members**.
The Council may add additional ex-officio non-voting members at its discretion.

**Additional Members.**
Additional voting members may be added to the Council through amendments to the Bylaws as deemed appropriate by the Council.

**Standing and Ad Hoc Committees**.
The Council may establish standing and/or ad hoc committees to complete specialized goals that overall align with the mission towards advancing the criminal justice system and mental health care. The scope, focus and expectations of these subcommittees is to be decided by the Council.

**E. Conflict of Interest**
Any member present at a meeting in which a matter is discussed and who personally or whose employer has a pecuniary (including by contract) or property interest, such member shall declare the potential conflict of interest.
- The member with a declared conflict shall not vote on matters related to the conflict and shall refrain from attempting to influence the decisions of the other voting members.

**F. Designee by Official Member**
Council members may designate one chief staff person to represent them and vote at Council meetings when needed. Any member wishing to appoint a designee must identify the individual in writing and address it to the Council Chair, with the Co-Chairs copied.

**G. Quorum**
A quorum is no less than a simple majority of the total membership. Action may be taken by a majority of those present voting and by not less than a majority of the quorum.

**H. Meeting Documentation**

All Council and committee meetings shall be documented in writing, as meeting minutes are reviewed and approved by members.

## V. Strategic Plan

The Council will develop and maintain a current strategic plan that defines its goals and objectives and outlines how it will achieve them.

## VI. Budget and Resources

Recognizing the critical importance of its work, the Council shall pursue resources to enhance the effectiveness and efficiency of the behavioral health and justice system in Brazoria County. Council Chairs and Members may advocate for budgetary allocations in support of programs and priorities that meet the strategic objectives of the Council and Brazoria County. Resources shall be pursued, utilized, and maintained to foster interagency collaboration, improve outcomes across criminal justice and health systems, and ensure sustained progress.

## VII. Amendment of Bylaws and Charter

Amendments to the Bylaws and Charter require a vote consisting of 2/3rds of present voting members. When necessary, the Council Chair and Co-Chairs, shall accept proposed amendments to the Bylaws and Charter, and add them to the agenda for a regularly scheduled meeting. If approved, the Council shall enact any action in response to the proposed change and make it effective immediately.

End of Document

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.3.** **6/9/2026**

Discussion of Department of State Health Services (DSHS) Mobile Food Vendor Agreement

Discuss the potential of a collaborative agreement with the Department of State Health Services (DSHS) for permitting Mobile Food Vendors (MFV).

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# INTERLOCAL COOPERATION CONTRACT
## DEPARTMENT OF STATE HEALTH SERVICES
## CONTRACT NO. HHS001719600003

**THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and Brazoria County ("Local Government" or "Performing Agency"), each a "Party" and collectively the "Parties," enter into the following contract for Mobile Food Inspection Services (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

## I. PARTIES

| System Agency | Local Government |
|---|---|
| Department of State Health Services<br>1100 W. 49th Street, Tower Bldg., MC 1990<br>Austin, TX 78756<br>Contact Person: Maria Acuña<br>Telephone: 512-776-6629<br>Fax number: 512-776-7391<br>E-Mail: Maria.acuna@dshs.texas.gov<br>Agency Number: 537 | Brazoria County<br>237 E. Locust<br>Angleton, TX 77515<br>Contact Person: Jodie Vice<br>Telephone: 979-864-1708<br>Fax number: 979-864-1904<br>E-Mail: jodiev@brazoriacountytx.gov |

## II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

## III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on July 1, 2026 and terminates on August 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this agreement up to 4 additional years for a maximum term of 5 years.

Either Party may terminate the Agreement on thirty (30) days written notice to the other Party, with or without cause.

## IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

## V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

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The total amount of this Contract, including all Work Orders issued under it, shall not exceed thirty-five thousand seven hundred thirty-five dollars ($ 35,735 .00).

## VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**System Agency**
Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, MC 1100
Austin, Texas 78751

Copy to:
Department of State Health Services
Attn: General Counsel
1100 W. 49th Street, MC 1919
Austin, Texas 78756

**Local Government**
Brazoria County
237. E. Locust, Suite 401
Angelton, TX 77515
Attention: L.M. "Matt" Sebesta Jr.

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

## VII. CERTIFICATIONS

The undersigned contracting parties certify that:

(1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;

(2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.

(3) the proposed arrangements serve the interest of efficient and economical administration of state government; and

(4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

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The System Agency further certifies that it has statutory authority to contract for the services described in this contract under:

- Texas Health and Safety Code (HSC) Chapter 437B, Mobile Food Vendors;
- Texas Health and Safety Code (HSC) Chapter 437, Regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors;
- Texas Administrative Code Title 25, Part 1, Chapter 226 (25 TAC 226) Mobile Food Vendors;
- 25 TAC 228 Texas Food Establishment Rules; and
- 25 TAC 229, Subchapter U.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under _____.

**SIGNATURE PAGE FOLLOWS**

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# SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001719600003

| DEPARTMENT OF STATE HEALTH SERVICES | BRAZORIA COUNTY |
|---|---|
| _____ | _____ |
| Signature | Signature |
| Timothy Stevenson, DVM, PhD, DACVM, DACVPM - Epidemiology<br>Printed Name | L.M. "Matt" Sebesta Jr.<br>Printed Name |
| Deputy Commissioner for Consumer Protection<br>Title | County Judge<br>Title |
| _____ | _____ |
| Date | Date |

**THE FOLLOWING ATTACHMENTS TO CONTRACT NO. HHS001719600003 ARE INCORPORATED BY REFERENCE:**

**ATTACHMENT A – STATEMENT OF WORK**
**ATTACHMENT B – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY V. 3.3 NOVEMBER 2023**
**ATTACHMENT C – HHS DATA USE AGREEMENT V. 8.5 OCTOBER 23, 2019 - TACCHO ENTITY VERSION**

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# ATTACHMENT A
# STATEMENT OF WORK

## I. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

A. Conduct mobile food vendor (MFV) inspections and complaint investigations within its jurisdiction as assigned by DSHS Consumer Protection Division, issue accurate reports to MFVs using methods and forms provided by the DSHS Consumer Protection Division, and submit inspection reports to DSHS Retail Food Safety Operations within 3 business days of inspection completion and in the manner prescribed by DSHS Retail Food Safety Operations.

Inspection reports must contain:

- Written inspection report utilizing the DSHS 56-Item Inspection Form, DSHS Marking Instructions, and MFV Checklist;
- Photographs of interior and exterior of the unit for identification, plumbing system, and violative conditions or occurrences;
- relevant police, fire, code enforcement, and other local regulatory authority reports, as needed, and through the coordination of the performing agency;
- Other necessary documents, such as driver's license information, commercial driver's license information, vehicle identification number, license plate, etc.; and relevant complaint or investigative disposition and contact information of the owner, including phone number, email, and mailing address, and person-in-charge (PIC), including email and phone number

Inspection reports will be submitted and input utilizing DSHS inspection and licensing software according to the Versa Regulation (VR) for IDM Guide and Iron Data Mobile (IDM) User Guide. Performing agencies that do not meet threshold to utilize IDM, must submit inspection reports to DSHS RFSO for processing and uploading into VersaRegulation. These reports must be in pdf format or scanned physical forms and include all other photographs and required documentation.

B. Ensure personnel conducting inspections perform one of the following:

- Obtain a registered Sanitarian or Registered Sanitarian-in-Training certification with the Texas Department of Licensing and Regulation (TDLR) or
- obtain an Association of Food and Drug Officials (AFDO) Food Safety Regulatory Professional Credential or
- obtain a National Environmental Health Association (NEHA) Certified Professional - Food Safety Credential focused on Food Safety or
- Complete the U.S. Food and Drug Administration Voluntary National Retail Food Regulatory Program Standard 2 basic curriculum and field training or

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- Provide proof of training and knowledge that demonstrates inspectors' ability to adhere to the statutory and operational requirements of the program as approved by DSHS Retail Food Safety Operations.

C. Comply with the following requirements for MFVs:
- Texas Health and Safety Code (HSC) Chapter 437B, Mobile Food Vendors;
- Texas Health and Safety Code (HSC) Chapter 437, Regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors;
- Texas Administrative Code Title 25, Part 1, Chapter 226 (25 TAC 226) Mobile Food Vendors;
- 25 TAC 228 Texas Food Establishment Rules;
- 25 TAC 229, Subchapter U and
- All DSHS Retail Food Safety Operations guidance documents and policies pertaining to MFVs.

D. Testify in enforcement cases that result in administrative hearings or civil hearings, if such testimony is requested by DSHS Consumer Protection Division.

E. Inspect mobile food vendors within the jurisdiction specified by DSHS:
- Once a year on a routine and randomized basis and
- As needed for pre-licensing, and within the timeframe required by DSHS Consumer Protection Division to adhere to the 14-day inspection requirement specified in HSC 437B.054, with a general requirement of completion within 5 business days of receiving the assigned pre-licensing inspections; and
- If assigned by DSHS RFSO to investigate a complaint or conduct a monitoring/compliance inspection within 3 business days.

F. Participate in training and technical assistance sessions as coordinated by DSHS Consumer Protection Division.

G. Notify DSHS of any violations that pose an imminent health hazard or require escalated enforcement action, such as voluntary closures, detention of products, and emergency suspension orders, within an hour of in-person observation and validation.

H. Investigate reported foodborne illnesses.

I. Complete or document attempts via MFV itineraries provided of at least 50% of expected routine inspections per year.

J. Adhere to Mobile Food Vendor Standard Operating Procedures (SOP) located at Forms and Publications - Retail Food Establishments | Texas DSHS. The SOP may be updated regularly, and the Performing Agency is responsible for keeping track of all updates.

## II. SYSTEM AGENCY RESPONSIBILITIES

DSHS Consumer Protection Division will:

**A.** Assign routine inspections quarterly and on an ongoing basis as appropriate using VersaRegulation software.

**B.** Assign compliance and complaint investigations as necessary and required using

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VersaRegulation Software.

**C.** Assign pre-licensing inspections during the application and licensing process using VersaRegulation software.

**D.** For jurisdictions that do not utilize a software, inspections will be assigned to Performing Agency using email.

**E.** Endorse inspections and provide dispositions, assign appropriate endorsement categories, and take corresponding follow-up enforcement actions (*e.g.,* Warning Letters, Notices of Violation) in a timely manner.

**F.** Provide and update appropriate training and guidance documents regarding MFVs to local partners.

**G.** Pursue appropriate enforcement action in a timely manner, while including local partners in all enforcement information and decisions affecting MFVs operating in their jurisdictions.

**H.** Maintain and update statewide database on a routine and regular basis.

**I.** Provide ongoing assistance, guidance, and oversight to performing agency regarding MFV questions, situations, and circumstances that require additional intervention.

**J.** Perform all compliance and enforcement procedures, processes, and notifications.

**K.** Provide software license to Performing Agencies. DSHS will provide training on software use.

## III. PERFORMANCE MEASURES

System Agency will monitor the Performing Agency's performance of the requirements in this **ATTACHMENT A-3, THIRD REVISED STATEMENT OF WORK**, and compliance with the Contract's terms and conditions.

Performance measures will include:

- Timeliness of inspection completion and report submissions.
- Completion of risk-based inspection procedures and protocols as outlined in the Mobile Food Vendor SOP.
- Quality and accuracy of inspection reports.
- Completeness of complaint and compliance investigation procedures as defined in Mobile Food Vendor Standard Operating Procedures at Forms and Publications - Retail Food Establishments | Texas DSHS.
- Completeness and appropriateness of evidence and documentation through investigation and inspection procedures.
- Communication and rapport building with operators and stakeholders.
- Timeliness and accuracy of invoice submission to DSHS Consumer Protection Division.
- Compliance with training and competency requirements as designated by DSHS.

## IV. INVOICE AND PAYMENT

### A. INVOICE REQUIREMENTS

Contractor shall submit to DSHS detailed and accurate invoice(s) to include the information below. Each invoice shall be submitted by email, in the format prescribed by DSHS monthly and

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not later than 30 calendar days after completion of monthly inspections.

Invoices shall be submitted to:
Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov

The invoice shall include, at a minimum:
1. Contractor's name;
2. Remit to address;
3. Federal ID or Texas CPA Payee ID;
4. Accounts receivable telephone number;
5. Contract and/or Purchase Order number;
6. Identification of Services provided;
7. A detailed list of all inspections performed for the time period that includes:
    - Name of Establishment
    - File Number
    - Date of Inspection
    - Type of Inspection (i.e., pre-licensing, routine, monitoring/compliance, or complaint)
    - Address of Inspection
8. Service date(s).

No payment will be remitted under this Contract without submission of detailed, accurate invoices submitted as outlined above.

EMAIL: invoices@dshs.state.tx.us

**B.** Performing Agency will be paid on a Fee-for-Service/Unit Rate basis and in accordance with the fee schedule listed in **SECTION III (C)** of this **ATTACHMENT A-3, THIRD REVISED STATEMENT OF WORK**. System Agency will make these payments monthly.

**C**. Inspection reimbursements will be based upon the following:

- **$250.00** for the inspection of a Type I MFV;
- **$350.00** for the inspection of a Type II MFV;
- **$400.00** for the inspection of a Type III MFV; and
- Reimbursements as shown above in (1)-(3) for complaint investigations or monitoring/compliance inspections.
- Performing agencies will be reimbursed monthly; and
- Inspections will be completed by collaborative agreement agencies upon assignment by DSHS Retail Food Safety Operations and as required operationally.

**D.** System Agency will pay travel costs associated with the need to testify in escalated enforcement cases that result in administrative hearings or civil hearings if such testimony is requested by the System Agency. Travel costs may include:

- Mileage = approved state reimbursement rate;

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- Lodging = State GSA rate;
- Flight/bus/car rental as required by system agency policy;
- Per diem = approved state rate;
- Other expenses as defined and required in System Agency travel policy.

## V. DATA SHARING AND CONFIDENTIALITY

Both parties agree to protect any confidential business information or personally identifiable data obtained during inspections as required under state or federal law. All data shall be used solely for public health regulatory purposes and shared in compliance with applicable laws and DSHS guidelines.

## VI. EARLY TERMINATION DUE TO PERFORMANCE

If System Agency is made aware of or observes complaints, inconsistencies, or poor performance regarding the Performing Agency's inspection process, inspections reports, and/or other communications with System Agency and/or Public Stakeholders, the System Agency can request a Corrective Action Meeting. The System Agency can request additional Corrective Action Meetings or terminate the agreement if additional issues persist. The Performing Agency will be able to reenter a collaborative agreement after providing documentation of actions that will be performed to correct previous issues or gaps in Performing Agency's implementation.

The System Agency or Performing Agency can request a Corrective Action Meeting if either agency does not meet the agreed upon performance expectations.

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Attachment B

TEXAS
Health and Human Services

# Health and Human Services (HHS)

# Uniform Terms and Conditions - Governmental Entity

# Version 3.3

Published and Effective - November 2023

Responsible Office: Chief Counsel

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# ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

## 1.1 DEFINITIONS

As used in this Contract, unless 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 Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

"Deliverables" means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Contract 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.

"HHSC" means the Health and Human Services Commission.

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

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights 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.

"Local Government" means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

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

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

"Performing Agency" means the State Agency or Local Government providing the goods or

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services defined in this Contract.

"Receiving Agency" means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

"Signature Document" means the document executed by both Parties that sets forth all the documents that constitute the Contract.

"Solicitation" means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" means Performing Agency's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Agency" means a Texas "Agency" as defined under Texas Government Code, Chapter 771.

"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 information maintained on the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

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

"Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

"Work" means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

"Work Order" means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

"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 Performing Agency in connection with Performing Agency's performance of its duties under the Contract or through use of any funding provided under this Contract.

## 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 Contract as a whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) 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

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modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.

D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
G. 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."
H. Time is of the essence in this Contract.

## ARTICLE II. PAYMENT PROVISIONS

### 2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

### 2.2 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency 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. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts' *Textravel* guidelines which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

### 2.3 NO QUANTITY GUARANTEES

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

### 2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

## ARTICLE III. STATE AND FEDERAL FUNDING

### 3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency

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becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract 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 Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

### 3.2 No Debt Against the State

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

### 3.3 Debt and Delinquencies

Performing Agency agrees that any payments due under the Contract 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.

### 3.4 Refunds and Overpayments

A . At its sole discretion, the System Agency may:

i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,

ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

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 Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

## ARTICLE IV. Warranty, Affirmations, Assurances, and Certifications

### 4.1 Warranty

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; 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 Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

i. Repair or replace all defective or damaged Work;

ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,

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iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

### 4.2 Contract Affirmations

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

### 4.3 Federal Assurances

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

### 4.4 Federal Certifications

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

## ARTICLE V. Intellectual Property

### 5.1 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. Performing Agency and Performing Agency'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, Performing Agency 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. Performing Agency 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 Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency 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.

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E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

### 5.2 Performing Agency's Pre-existing Works

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

### 5.3 Third Party IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency 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 purposes only,
   i. 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
   ii. to authorize others to do any or all of the foregoing.
B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

### 5.4 Agreements With Employees and Subcontractors

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

### 5.5 Delivery Upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any

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documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

### 5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

### 5.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
B. Performing Agency 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 Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
C. For the avoidance of doubt, Performing Agency 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. Performing Agency 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 Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

## ARTICLE VI. PROPERTY

### 6.1 USE OF STATE PROPERTY

A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
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. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
E. During the time that State Property is in the possession of Performing Agency, Performing Agency 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

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ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

### 6.2 Damage to Government 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 Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency 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. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

### 6.3 Property Rights upon Termination or Expiration of Contract

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

## ARTICLE VII. Record Retention, Audit, and Confidentiality

### 7.1 Record Maintenance and Retention

A. Performing Agency 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 Contract and all state and federal rules, regulations, and statutes. Performing Agency shall ensure these same requirements are included in all subcontracts.
B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later. Performing Agency shall ensure these same requirements are included in all subcontracts.

### 7.2 Agency's Right to Audit

A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Performing Agency shall ensure these same requirements are included in all subcontracts.
B. In addition to any right of access arising by operation of law, Performing Agency and any of

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Performing Agency'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 Contract. Performing Agency 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 Contract. Performing Agency shall ensure these same requirements are included in all subcontracts.

C. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
D. 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, Performing Agency shall produce original documents related to this Contract.
E. 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 Contract, including those related to a Subcontractor.
F. Performing Agency 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 Contract in any subcontract it awards.

### 7.3 Response/Compliance with Audit or Inspection Findings

A. Performing Agency 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 Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.
C. Performing Agency 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 Contract in any Subcontract it awards. Upon request by System Agency, Performing Agency shall enforce this requirement against its Subcontractor. Further, Performing Agency shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

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### 7.4 State Auditor's Right to Audit

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
C. Performing Agency 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.

### 7.5 Confidentiality

Performing Agency 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 Data, System Agency's business activities, practices, systems, conditions, and services. This Article VII will survive termination or expiration of this Contract. Further, the obligations of Performing Agency under this Article VII will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

## ARTICLE VIII. Contract Remedies and Early Termination

### 8.1 Contract Remedies

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Performing Agency found to be in error;
iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

### 8.2 Termination for Convenience

The System Agency may terminate the Contract, 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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### 8.3 Termination for Cause

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

i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

### 8.4 Performing Agency Responsibility for System Agency's Termination Costs

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

## ARTICLE IX. General Provisions

### 9.1 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

### 9.2 Insurance

A. Unless otherwise specified in this Contract, Performing Agency 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. Performing Agency 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, Performing Agency 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, Performing Agency must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors'

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compliance with all requirements.

### 9.3 Limitation on Authority

A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
B. Performing Agency 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 Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

### 9.4 Legal Obligations

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

### 9.5 Change in Laws and Compliance with Laws

Performing Agency shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract 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.

### 9.6 E-Verify Program

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:
   i. all persons employed by Performing Agency to perform duties within Texas; and
   ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

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## 9.7 Permitting and Licensure

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract 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 Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

## 9.8 Subcontractors

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

## 9.9 Independent Performing Agency

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency 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 Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

## 9.10 Governing Law and Venue

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

## 9.11 Severability

If any provision of the Contract is held to be illegal, invalid or 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 Contract. It is the intent and agreement of the Parties this Contract 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 Contract will continue in full force and effect.

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## 9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract 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 Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

## 9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract 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.

## 9.14 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.

C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

## 9.15 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 Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

## 9.16 MEDIA RELEASES

A. Performing Agency 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

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approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract 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. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract 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.

### 9.17 No Marketing Activities

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency'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 Performing Agency as part of the Work.

### 9.18 Prohibition on Non-compete Restrictions

Performing Agency 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.

### 9.19 Sovereign Immunity

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract 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 Contract 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 Contract or by its conduct prior to or subsequent to entering into the Contract.

### 9.20 Entire Contract and Modification

This Contract 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 Contract will be harmonized with this Contract to the extent possible.

### 9.21 Counterparts

This Contract 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 Contract.

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## 9.22 CIVIL RIGHTS

A. Performing Agency shall comply with all applicable 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, *et seq.*);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
   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 Agreement.

B. Performing Agency shall comply with all amendments to these 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 service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Performing Agency shall 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 Performing Agency 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. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Performing Agency shall 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: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief and shall provide written notice to beneficiaries of their rights.

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

H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

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HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

## 9.23 Enterprise Information Management Standards

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. 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.

## 9.24 Disclosure of Litigation

A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "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 Performing Agency 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 Contract 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 Performing Agency's financial condition.
B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

## 9.25 No Third-Party Beneficiaries

The Contract 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 Contract as a third-party beneficiary or otherwise.

## 9.26 Binding Effect

The Contract 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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# ATTACHMENT C
# HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

## ARTICLE 1.
## PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. 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 Business Associates 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 of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

## ARTICLE 2.
## DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**"Authorized Purpose"** means the specific purpose or purposes described in the Statement of Work of 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;

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(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.

**"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, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(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.

**"Legally Authorized Representative"** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

## ARTICLE 3.
## CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

### 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will 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 any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

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 or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will 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 will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

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with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request***. 45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

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legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) 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

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

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(P) CONTRACTOR will create, maintain, 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. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will 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 will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other 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. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** 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 will 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. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants 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 pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

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(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

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- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- 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; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

## ARTICLE 4.
## BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

### 4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

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(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and 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.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

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

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(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, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or 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 without limitation 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 Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, 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

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(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530**

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

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

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or 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.

**4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (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 shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding 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. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. 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, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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

(E) If HHS delegates notice requirements to CONTRACTOR, 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 and reports.

## ARTICLE 5.
## STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6.
## GENERAL PROVISIONS

### 6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

### 6.02 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.

### 6.03 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 or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### 6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

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(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) 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 Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) 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.

**6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

**6.06 Injunctive Relief**

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(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.

**6.07 Responsibility.**

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 be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

**6.08 Insurance**

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, 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 request that HHS be named as an additional insured. 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 will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**6.08 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**6.09 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract as an amendment thereto 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

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enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

### 6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

## Certificate Of Completion

Envelope Id: C6810878-BB1F-4059-BC36-28C465364CA9 Status: Sent

Subject: Please Docusign: $35,735.00, HHS001719600003, Brazoria County Health Department, Base, CP/MFV

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| Signer Events | Signature | Timestamp |
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| L.M. "Matt" Sebesta, Jr.<br>MattS@brazoria-county.com<br>County Judge<br>Brazoria County Health Department<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 4/16/2026 6:22:51 PM<br>Resent: 5/6/2026 2:09:55 PM |
| Michael Montgomery<br>michael.montgomery1@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Patty Melchior<br>patty.melchior@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Timothy Stevenson<br>timothy.stevenson@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

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| Editor Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Jodie Vice<br>jodiev@brazoriacountytx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 4/16/2026 6:22:49 PM<br>Viewed: 5/20/2026 11:33:46 AM |
| Adam Keen<br>AdamK@brazoriacountytx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 4/16/2026 6:22:50 PM |
| CMS Internal Routing Mailbox<br>CMS.InternalRouting@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Maria Acuna<br>maria.acuna@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kendall Vela<br>Kendall.vela@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

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| Notary Events | Signature | Timestamp |
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| Payment Events | Status | Timestamps |
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# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.4.** **6/9/2026**

Award RFP #26-07 E-Content Material (Resources) for the Library

Upon final review by the District Attorney Civil - Division and per the recommendation of the evaluation committee, award “RFP #26-07 E-Content Material (Resources) for the Library” to the vendors shown below as per the attached. The vendors submitted the best evaluated offers meeting our specifications and scope of work.

- OCLC Inc. of Dublin, OH
- Midwest Tapes of Holland, OH
- EBSCO Information Services of Ipswich, MA
- Library Ideas LLC of Fairfax, VA

In addition, expenditures will utilize the department’s approved fiscal year budget.

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

RFP #26-07 Award Summary

A total of six hundred and eighty-four (684) 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 sixty-two (62) document takers resulting in eleven (11) submissions. One statement of no offer was also received.

Per the recommendation of the evaluation committee, award “RFP# 26-07 E-Content Material (Resources) for the Library” to the vendors shown below as per each category. The vendors submitted the best evaluated offers meeting our specifications and scope of work.

E-Content Delivery Platform:
Midwest Tapes of Holland, OH

E-Content Delivery Subscriptions:
Library Ideas of Fairfax, VA

E-content for Lease or Purchase:
OCLC of Dublin, OH

Database and Online Learning Services; Career Resources; Investment and Other:
EBSCO of Ipswich, MA

The evaluation committee elected not to award the following categories because the proposals did not fit the needs of the library system.

Arts & Crafts
Business
Genealogy
Homework Help and Reference
Languages
Literature
Publishing
Analytics Services
Database and Holdings Subscriptions

Evaluation Committee

Lisa Loranc, Library Director
Jennifer Hill, Library System
Ally Hibbard, Library System
Tom West, Library System
Denise Echols, Information Systems
Casey Greathouse, Purchasing (Non-voting Member)

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accounting@jacobsgardner.com
accounts@teachingbooks.net
achenchik@cellecta.com
adam@cjw-cpa.com
addie@mh-usa.com
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Collette@stellygroup.com
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connie@cleminfostrategies.com
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# 26-07 - E-Content Material (Resources) for the Library
## Scoring Summary

## Active Submissions

| Supplier | Total / 100 pts | Price / 30 pts | Coverage Period / 20 pts | Customer Service / 35 pts | Data and Experience / 10 pts | Pricing Validity Period / 5 pts |
|---|---|---|---|---|---|---|
| Midwest Tape, LLC | 94.6 | 28 | 18.8 | 33.4 | 9.6 | 4.8 |
| OCLC, Inc. | 90.6 | 26.2 | 18.8 | 31.4 | 9.6 | 4.6 |
| Library Ideas LLC | 90 | 25 | 18.8 | 32.8 | 9.2 | 4.2 |
| EBSCO Information Services, LLC | 89 | 24.2 | 19.2 | 31.4 | 9.6 | 4.6 |
| Niche Academy | 82.6 | 25.6 | 17.2 | 27 | 8.6 | 4.2 |
| Morningstar, Inc. | 81 | 25 | 15.4 | 27.6 | 8.6 | 4.4 |
| Cengage Learning, Inc. | 61.2 | 14.6 | 13.2 | 20.6 | 8.2 | 4.6 |
| OverDrive, Inc. | 60.2 | 10.8 | 14.8 | 22.4 | 7.8 | 4.4 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Encyclopaedia Britannica, Inc. | 57.8 | 11.2 | 12.6 | 21 | 9 | 4 |
| Clarivate | 56.2 | 13.8 | 10.6 | 19 | 8.4 | 4.4 |
| Be More Colorful, LLC | 44.2 | 11 | 10.2 | 13.2 | 5.8 | 4 |

| RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY<br>ATTACHMENT A BID TABLE | |
|---|---|
| **DESCRIPTION - PRODUCT NAME** | **PRICE** |
| **E-CONTENT Available for License or Purchase (see 2.3 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.** | |
| CloudLibrary Annual Platform Fee (held for 5 years) | $3,500 |
| CloudLibrary Annual CloudLink Fee (held for 5 years) | $1,000 |
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| RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY<br>ATTACHMENT A BID TABLE | |
|---|---|
| **DESCRIPTION - PRODUCT NAME** | **PRICE** |
| **E-CONTENT DELIVERY SUBSCRIPTIONS (see 2.2 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.** | |
| Freegal Music+ | $21,600 |
| Service Includes: 24 hour streaming access, 5 downloads per user per week | |
| Additional Fees: None | |
| | |
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| RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY<br>ATTACHMENT A BID TABLE | |
|---|---|
| **DESCRIPTION - PRODUCT NAME** | **PRICE** |
| **Databases and Online Learning Services (see 2.4 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.** | |
| **Career Resources** - Resource for those looking to enhance their career prospects through coaching, resume help, interview tips, and more. | |
| **BlueCareer (Renewal)** | $10,920 |
| **Investment** - Resource for library patrons to research stock and other investments. | |
| **FinancialFit Multilingual (Renewal)** | $5,250 |
| **Other -** Resource or service that can apply to one or more of the categories above, or a category not noted above**.** | |
| **LibraryAware (Renewal)** | $14,950 |
| **MasterFILE Complete + eBook Collection (Upgrade)** | $14,000 |
| **MasterFILE Elite + eBook Collection (Renewal)** | $12,745 |

**RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY**
**ATTACHMENT A BID TABLE**

| DESCRIPTION - PRODUCT NAME | PRICE |
|---|---|
| **E-CONTENT DELIVERY PLATFORMS (see 2.1 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.** | |
| Annual Pricing and all applicable hosting or platform fees | No Annual fees - our Instant (pay per circ) digital titles ranging from $0.00 - $3.99* |
| Additional Fees for training, end-user documentation, MARC records, metadata records, service upgrades or enhancement. | $0.00 |
| Marketing Support (library branded digital and printed materials available. Printed Bookmarks and Sign up Cards available in Spanish.) | $0.00 |
| Platform/Hosting/Content Transfer fees (Annually) | $0.00 |
| Historic spending with the service can be viewed live in the Administrative dashboard 24/7 or in print form, discussed quarterly or annually. | $0.00 |
| Collection Development Support | $0.00 |
| *Midwest Tape's Hoopla Digital Service - Hoopla's Instant/Transactional content ranges from $0.00 - $3.99 per borrow. Library is in control of usage and budget. Flex (One Copy/One User) licensed ebooks and audiobooks are publisher priced on our eCommerce website. | |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.5.** **6/9/2026**

Award CSP #26-49 CR 179 Bridge Repair

Approval to award “CSP #26-49 CR 179 Bridge Repair” to the highest ranked vendor, TECA Construction, LLC of Angleton, Texas, who submitted the best offer meeting our specifications and scope of work in the amount of $151,398.95.

In addition, funds for the project will utilize the department’s approved fiscal year 2026 budget.

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

CSP #26-49 Award Summary

A total of two thousand seven hundred and thirty-three (2733) 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 sixty-five (65) document takers resulting in three (3) submissions.

Per the recommendation of the evaluation committee, award “CSP# 26-49 CR 179 Bridge Repair” to the following vendor who submitted the best evaluated offer meeting our specifications and scope of work in the amount of $151,398.95.

TECA Construction LLC of Angleton, Texas

Evaluation Committee

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Mary Cheline Shine, District Attorney’s Office
Casey Greathouse, Purchasing (Non-voting Member)

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access@acglp.com
acconcrete@bellsouth.net
accounting@bridgesource.org
accounting@descco.com
accounting@fredmluth.com
accounting@hi-techniques.com
accounting@kkconstructionsupply.com
accounting@leecontractorswa.com
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# CSP #26-49 - CR 179 Bridge Repair
## Scoring Summary

## Active Submissions

| | Total | Price | Qualifications | Proposed Personnel | Work Schedule |
|---|---|---|---|---|---|
| Supplier | / 100 pts | / 50 pts | / 20 pts | / 15 pts | / 15 pts |
| TECA CONSTRUCTION, LLC | 100 | 50 | 20 | 15 | 15 |
| Matula & Matula Construction, Inc. | 96 | 47.33 | 20 | 14.33 | 14.33 |
| Premier Contractors LLC | 69 | 23.33 | 18 | 13.33 | 14.33 |

| ITEM NO. | SPEC NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| | | **GENERAL ITEMS** | | | | |
| 1 | 132-7005 | EMBANK (FNL)(OC)(TY C) | CY | 623 | $49.72 | $30,975.56 |
| 2 | 500-7001 | MOBILIZATION | LS | 1 | $9,918.52 | $9,918.52 |
| 3 | 503-7001 | PORTABLE CHANEABLE MESSAGE SIGN | DAY | 51 | $110.53 | $5,637.03 |
| 4 | 505-7001 | TMA(STATIONARY) | DAY | 51 | $326.46 | $16,649.46 |
| | | **PAVING ITEMS** | | | | |
| 5 | 110-7001 | EXCAV(ROADWAY) | CY | 535 | $44.27 | $23,684.45 |
| 6 | 351-7007 | FLEXIBLE PAVEMENT STRUCTURE REPAIRS(8') | SY | 113 | $146.61 | $16,566.93 |
| 7 | 401-7001 | FLOWABLE BACKFILL | CY | 117 | $258.66 | $30,263.22 |
| 8 | 666-7347 | PAYMENT SLER 6 | LF | 136 | $3.10 | $421.60 |
| 9 | 666-7411 | REFL PAV MRK TY I (W)6"(SLD)(100MIL) | LF | 68 | $10.36 | $704.48 |
| 10 | 666-7423 | REFL PAV MRK I (Y)6(SLD)(100MIL) | LF | 68 | $10.36 | $704.48 |
| 11 | 672-7004 | REFL PA MRKR TY II-A-A | EA | 2 | $277.63 | $555.26 |
| 12 | 678-7002 | PAV SURF PREP FOR MRK (6") | LF | 136 | $4.16 | $565.76 |
| | | **EROSION CONTROL ITEMS** | | | | |
| 13 | 160-7002 | FURN & PLACE TOPSOIL (4") | SY | 239 | $11.86 | $2,834.54 |
| 14 | 164-7001 | BROADCAST SEED (PERM*RURAL*SAND) | SY | 239 | $2.04 | $487.56 |
| 15 | 506-7001 | ROCK FILTER DAMS (INSTALL) (TY 1) | LF | 99 | $57.55 | $5,697.45 |
| 16 | 506-7011 | ROCK FILTER DAMS (REMOVE) | LF | 99 | $23.99 | $2,375.01 |
| | | **TRAFFIC CONTROL ITEMS** | | | | |
| 17 | 502-7001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | MO | 2 | $1,678.82 | $3,357.64 |
| | | | | | | |
| | | TOTAL BASE BID | | | $151,398.95 | |
| | | | | | | |
| | | GRAND TOTAL | | | $151,398.95 | |

**BRAZORIA COUNTY BID TABULATION**
**RFP #26-49 CR 179 Bridge Repair**

| OPEN DATE: | RESPONDENT'S NAME | | | | | | Matula & Matula Construction | | Premier Contractors LLC | | Teca Construction, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| May 14, 2026 AT 11:00AM | ADDRESS | | | | | | 122 West Way, Suite 325 | | 941 Circle View Ln. | | 203 County Road 698A | |
| LOCATION: | | | | | | | Lake Jackson, Texas | | Denton, Texas | | Angleton, Texas | |
| PURCHASING CONFERENCE ROOM | QUOTED BY: | | | | | | Blake Matzke | | Bruno Berendsohn | | Ramiro Hernandez | |
| 237 E. LOCUST ST SUITE 406 | TELEPHONE NUMBER: | | | | | | 979-480-0030 | | 800-859-3221 | | 979-549-5832 | |
| ANGLETON, TX 77515 | EMAIL: | | | | | | bmatzke@matulainc.com | | premiertx1@gmail.com | | ramirohdz_05@outlook.com | |
| **ATTACHMENT A - BID TABLE** | | | | | | | | | | | | |
| **ITEM NO.** | **SPEC NO.** | **DESCRIPTION** | **UNIT** | **QTY** | **UNIT PRICE** | **AMOUNT** | **UNIT PRICE** | **AMOUNT** | **UNIT PRICE** | **AMOUNT** | **UNIT PRICE** | **AMOUNT** |
| **GENERAL ITEMS** | | | | | | | | | | | | |
| 1 | 132-7005 | EMBANK (FNL)(OC)(TY | CY | 623 | | | $36.90 | $22,988.70 | $200.00 | $124,600.00 | $49.72 | $30,975.56 |
| 2 | 500-7001 | MOBILIZATION | LS | 1 | | | $12,107.70 | $12,107.70 | $40,000.00 | $40,000.00 | $9,918.52 | $9,918.52 |
| 3 | 503-7001 | PORTABLE CHANEABLE MESSAGE SIGN | DAY | 51 | | | $86.20 | $4,396.20 | $200.00 | $10,200.00 | $110.53 | $5,637.03 |
| 4 | 505-7001 | TMA(STATIONARY) | DAY | 51 | | | $297.40 | $15,167.40 | $300.00 | $15,300.00 | $326.46 | $16,649.46 |
| **PAVING ITEMS** | | | | | | | | | | | | |
| 5 | 110-7001 | EXCAV(ROADWAY) | CY | 535 | | | $35.60 | $19,046.00 | $200.00 | $107,000.00 | $44.27 | $23,684.45 |
| 6 | 351-7007 | FLEXIBLE PAVEMENT STRUCTURE REPAIRS(8') | SY | 113 | | | $196.10 | $22,159.30 | $200.00 | $22,600.00 | $146.61 | $16,566.93 |
| 7 | 401-7001 | FLOWABLE BACKFILL | CY | 117 | | | $186.20 | $21,785.40 | $500.00 | $58,500.00 | $258.66 | $30,263.22 |
| 8 | 666-7347 | PAYMENT SLER 6 | LF | 136 | | | $2.50 | $340.00 | $4.00 | $544.00 | $3.10 | $421.60 |
| 9 | 666-7411 | REFL PAV MRK TY I (W)6"(SLD)(100MIL) | LF | 68 | | | $6.40 | $435.20 | $2.00 | $136.00 | $10.36 | $704.48 |
| 10 | 666-7423 | REFL PAV MRK I (Y)6(SLD)(100MIL) | LF | 68 | | | $6.40 | $435.20 | $7.00 | $476.00 | $10.36 | $704.48 |
| 11 | 672-7004 | REFL PA MRKR TY II-A-A | EA | 2 | | | $5.10 | $10.20 | $900.00 | $1,800.00 | $277.63 | $555.26 |
| 12 | 678-7002 | PAV SURF PREP FOR MRK (6") | LF | 136 | | | $1.30 | $176.80 | $4.00 | $544.00 | $4.16 | $565.76 |
| **EROSION CONTROL ITEMS** | | | | | | | | | | | | |
| 13 | 160-7002 | FURN & PLACE TOPSOIL (4") | SY | 239 | | | $23.70 | $5,664.30 | $6.00 | $1,434.00 | $11.86 | $2,834.54 |
| 14 | 164-7001 | BROADCAST SEED (PERM*RURAL*SAND) | SY | 239 | | | $10.20 | $2,437.80 | $10.00 | $2,390.00 | $2.04 | $487.56 |
| 15 | 506-7001 | ROCK FILTER DAMS (INSTALL) (TY 1) | LF | 99 | | | $331.80 | $32,848.20 | $60.00 | $5,940.00 | $57.55 | $5,697.45 |
| 16 | 506-7011 | ROCK FILTER DAMS (REMOVE) | LF | 99 | | | $93.80 | $9,286.20 | $60.00 | $5,940.00 | $23.99 | $2,375.01 |
| **TRAFFIC CONTROL ITEMS** | | | | | | | | | | | | |
| 17 | 502-7001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | MO | 2 | | | $3,887.20 | $7,774.40 | $5,000.00 | $10,000.00 | $1,678.82 | $3,357.64 |
| | | | | | | | | | | | | |
| | | TOTAL BASE BID | | | | | $177,059.00 | | 417,404.00 | | $151,398.95 | |
| | | | | | | | | | | | | |
| | | GRAND TOTAL | | | | | $177,059.00 | | 417,404.00 | | $151,398.95 | |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.6.** **6/9/2026**

Solicit Proposals for Concrete Pavement Repairs Bar X - Phase VI

Approval to advertise by Competitive Sealed Proposals for “Concrete Pavement Repairs Bar X - Phase VI” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize funds from the department’s approved Fiscal Year 2026 budget.

Further, approve a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Auditing Designee
Natasha Stulberg, Purchasing Department (non-voting member)

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.7.** **6/9/2026**

Award CSP #26-51 Quintana Beach Park - Septic, Electrical and Loop Road

Upon successful negotiations and per the recommendation of the evaluation committee, award “CSP #26-51 Quintana Beach Park-Septic, Electrical and Loop Road”, to the highest ranked vendor Construction Masters of Houston Inc., of Pearland, Texas. This vendor submitted the final and best offer meeting our specifications in the base bid amount of $2,252,199.04 and omits extra work items 50-54 totaling $49,807.31. See attached bid form as shown.

In addition, the project will utilize ARPA lost revenue funds.

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

# 26-51 - Quintana Beach Park - Septic, Electrical & Loop Road
## Scoring Summary

## Active Submissions

| | Total | Price | Qualifications and Experience | Construction Duration and Sequencing | Personnel | Work Schedule and Record |
|---|---|---|---|---|---|---|
| Supplier | / 100 pts | / 40 pts | / 15 pts | / 25 pts | / 10 pts | / 10 pts |
| Construction Masters of Houston | 90 | 33.5 | 15 | 21.5 | 10 | 10 |
| Matula & Matula Construction, Inc. | 85.5 | 38.75 | 12 | 21.5 | 6.75 | 6.5 |
| SpawGlass Construction Corp. | 84 | 29.25 | 14.75 | 21.25 | 9.75 | 9 |

**BID SHEET**
**BRAZORIA COUNTY QUINTANA BEACH PARK**
**SEPTIC SYSTEM, ELECTRICAL AND LOOP ROAD IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | MEAS. UNIT | QUANTITY | UNIT COST | ITEM COST |
|---|---|---|---|---|---|
| **GENERAL WORK ITEMS** | | | | | |
| 01 | Mobilization, Demobilization, Insurance and Furnish Performance and Payment Bonds | LS | 1 | $ 180,065.23 | $ 180,065.23 - |
| 02 | Furnish, Implementation, and Management of the SW3P; including Concrete Truck Washout, In Accordance with the Plans and Specifications | LS | 1 | $ 9,987.50 - | $ 9,987.50 - |
| 03 | Site Restoration, including but not limited to Hydro-Mulch, Sidewalk and Pavement removal and replacement, Complete-in-Place, In Accordance with the Plans and Specifications | LS | 1 | $ 59,925.00 | $ 59,925.00 - |
| | | | | **GENERAL WORK ITEMS SUBTOTAL** | $ 249,977.73 - |
| **SITE WORK ITEMS** | | | | | |
| 04 | RV Concrete Pad Extensions (6" Thick) | SY | 569 | $123.64 - | $70,351.64 - |
| 05 | Remove and Dispose of Existing RV Concrete Pad (1) | SY | 50 | $64.63 - | $3,231.25 - |
| 06 | RV Concrete Pad (1), 6-Inch | SY | 100 | $126.41 - | $12,640.65 - |
| 07 | Stabilized Subgrade for RV Concrete Pads. 8-Inch | SY | 669 | $23.27 - | $ 15,564.29 - |
| 08 | Remove and Dispose of Existing Gravel Pavement, With or Without Base | SY | 311 | $33.06 - | $10,281.25 - |
| 09 | Type D Hot Mix Asphaltic Base Course, 3-Inch (Parking and Loop) | TON | 374 | $184.25 - | $ 68,910.15 - |
| 10 | Lime Stabilized Subgrade, 8-Inch | SY | 2,219 | $ 11.21 - | $ 24,873.88 - |
| 11 | Lime for Lime Stabilized Subgrade | TON | 56 | $ 476.52 - | $ 26,685.19 - |
| 12 | Type A, Grade I Crushed Limestone Base, 8-Inch | SY | 2,219 | $ 42.77 - | $ 94,906.63 - |
| 13 | Remove and Dispose of Concrete Sidewalk (All Thickness) | SY | 19 | $71.43 - | $1,357.13 - |
| 14 | 5-Inch Concrete Sidewalk | SF | 169 | $18.12 - | $3,062.71 - |
| 15 | Concrete Wheelstop | EA | 29 | $ 81.72 - | $ 2,369.92 - |
| 16 | Trench Safety System (All Depths); in accordance with the contract plans and specifications. Complete in Place. | LS | 1 | $5,875 - | $5,875 - |
| | | | | **SITE WORK ITEMS SUBTOTAL** | $340,109.68 - |
| **SEPTIC SYSTEM ITEMS** | | | | | |
| 17 | Demolish Existing Septic Tank System | LS | 1 | $ 7,285.00 - | $ 7,285.00 - |
| 18 | Decomision and Abandon Existing Septic Beds | LS | 1 | $ 1,351.25 - | $ 1,351.25 - |
| 19 | Proposed Septic System | LS | 1 | $ 291,376.50 | $ 291,376.50 - |
| | | | | **SEPTIC SYSTEM ITEMS SUBTOTAL** | $ 300,012.75 - |

**BID SHEET**
**BRAZORIA COUNTY QUINTANA BEACH PARK**
**SEPTIC SYSTEM, ELECTRICAL AND LOOP ROAD IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | MEAS. UNIT | QUANTITY | UNIT COST | ITEM COST |
|---|---|---|---|---|---|
| **ELECTRICAL ITEMS** | | | | | |
| 20 | Remove 30a RV Pedestal | EA | 56 | $62.62 - | $ 3,506.48 - |
| 21 | Remove 30a RV Pedestal Wire (Assume #8) | CLF | 472 | $ 56.35 - | $ 26,598.67 - |
| 22 | Remove 30a RV Pedestal Conduit (Assume 1-1/2") | LF | 11,800 | $ 9.28 - | $ 109,533.50 - |
| 23 | Remove 30a RV Pedestal Panel | EA | 3 | $ 2,856.23 - | $ 8,568.68 - |
| 24 | Remove Existing Pole and Transformer | EA | 3 | $ 3,450.19 - | $ 10,350.56 - |
| 25 | Remove Existing Pole and Transformer Wire | CLF | 36 | $ 229.59 - | $ 8,265.37 - |
| 26 | Remove Existing Pole and Transformer Conduit (Assume 2") | LF | 1,200 | $ 27.46 - | $ 32,951.70 - |
| 27 | Remove Existing Septic System Electrical components and wiring | EA | 1 | $ 28,241.22 | $ 28,241.22 - |
| 28 | Replace Existing Septic System Electrical components and wiring | EA | 1 | $ 51,764.44 | $ 51,764.44 - |
| 29 | New Service Weatherhead | EA | 1 | $ 14,230.64 | $ 14,230.64 - |
| 30 | 50a pedestal | EA | 56 | $ 2,341.72 - | $ 131,136.11 - |
| 31 | 75 kva Transformer | EA | 6 | $ 45,833.34 | $ 275,000.06 - |
| 32 | 45 kva Transformer | EA | 1 | $ 28,699.72 | $ 28,699.72 - |
| 33 | Panel | EA | 8 | $ 17,535.25 | $ 140,282.03 - |
| 34 | 3x3 Pullbox | EA | 9 | $ 1,049.58 - | $ 9,446.22 - |
| 35 | 400a, 3p fused disconnect | EA | 2 | $ 14,353.86 | $ 28,707.72 - |
| 36 | 320a meter and can | EA | 1 | $ 780.14 - | $ 780.14 - |
| 37 | 3/0 ground triad, 10/ rod | EA | 1 | $ 10,709.89 | $ 10,709.89 - |
| 38 | 480v, 400a, 2p disconnect | EA | 2 | $ 15,842.91 | $ 31,685.83 - |
| 39 | 480v, 200a, 2p disconnect | EA | 5 | $ 10,962.14 | $ 54,810.70 - |
| 40 | 480v, 125a, 2p disconnect | EA | 1 | $ 7,425.21 - | $ 7,425.21 - |
| 41 | #3/0 wire | LF | 2,060 | $ 10.99 - | $ 22,631.68 - |
| 42 | #6 wire | CLF | 472 | $ 88.01 - | $ 41,540.49 - |
| 43 | 1 1/2" conduit | LF | 11,800 | $ 9.64 - | $ 113,700.05 - |
| 44 | #600 MCM | LF | 750 | $ 37.69 - | $ 28,267.56 - |
| 45 | #400 MCM | LF | 1,600 | $ 24.83 - | $ 39,724.40 - |
| 46 | #300 MCM | LF | 1,200 | $ 19.00 - | $ 22,799.70 - |
| 47 | #250 MCM | LF | 1,400 | $ 16.07 - | $ 22,503.60 - |
| 48 | 2" conduit | LF | 2,150 | $ 24.46 - | $ 52,596.53 - |
| | | | | **ELECTRICAL ITEMS SUBTOTAL** | $ 1,356,458.88 - |

| | | | | | |
|---|---|---|---|---|---|
| **EXTRA WORK ITEMS** | | | | | |
| 49 | Pot Hole for Utility Investigation as Directed by the Engineer as Directed by the Owner's Representative, Complete-in-Place, In Accordance with Plans and Specifications (Minimum Bid $500/EA) | EA | 6 | $940.00 - | $ 5,640.00 - |
| 50 | Furnish and Install Extra Cement Stabilized Sand, Complete in Place: | CY | 200 | $ 199.75 - | $ 39,950.00 - |
| 51 | Extra 5-Inch Concrete Sidewalk Replacement | SF | 80 | $ 16.73 - | $ 1,338.56 - |
| 52 | Extra Machine Excavation as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid $20/CY) | CY | 50 | $ 23.50 - | $ 1,175.00 - |
| 53 | Extra Hand Excavation as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid $25/CY) | CY | 50 | $ 29.38 - | $ 1,468.75 - |
| 54 | Extra Electrical Modifications including but not limited to additional conduit, wires and controls as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid $5,000/LS) | LS | 1 | $ 5,875.00 - | $ 5,875.00 - |
| | | | | **EXTRA WORK ITEMS SUBTOTAL** | $ 55,447.31 - |

**BASE BID TOTAL** $2,302,006.35 -

**BID SHEET**
**BRAZORIA COUNTY QUINTANA BEACH PARK**
**SEPTIC SYSTEM, ELECTRICAL AND LOOP ROAD IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | MEAS. UNIT | QUANTITY | UNIT COST | ITEM COST |
|---|---|---|---|---|---|
| **LINE ITEM ADD 1** | | | | | |
| 55 | Remove Existing Septic Beds and Restore Site | LS | 1 | $ 6,168.75 - | $ 6,168.75 - |
| 56 | Deduct Septic System Item No. 18 | LS | 1 | $ 1,351.25 - | $ 1,351.25 - |
| | | | | **LINE ITEM ADD 1 SUBTOTAL** | $ 4,817.50 - |
| | | | | **BASE BID & LINE ITEM ADD 1 TOTAL** | $2,306,823.85 - |
| **LINE ITEM ADD 2** | | | | | |
| 57 | RV Concrete Pads, 6-Inch | SY | 1,682 | $116.87 - | $196,567.77 - |
| 58 | Remove and Dispose of Existing RV Concrete Pads | SY | 1,064 | $40.31 - | $42,894.36 - |
| 59 | Stabilized Subgrade for RV Concrete Pads, 8-Inch | SY | 1,682 | $ 23.27 - | $ 39,131.73 - |
| 60 | Deduct Site Work Items No. 04-07 | LS | 1 | $101,787.83 | $ 101,787.83 - |
| | | | | **LINE ITEM ADD 2 SUBTOTAL** | $176,806.03 - |
| | | | | **BASE BID & LINE ITEM ADD 2 TOTAL** | $2,478,812.38 - |
| **LINE ITEM ADD 3** | | | | | |
| 61 | Type D Hot Mix Asphaltic Base Course, 3-Inch (Tie- | TON | 199 | $ 184.25 - | $ 36,666.10 - |
| | | | | **LINE ITEM ADD 3 SUBTOTAL** | $36,666.10 - |
| | | | | **BASE BID & LINE ITEM ADD 3 TOTAL** | $2,338,672.45 - |
| **LINE ITEM ADD 4** | | | | | |
| 62 | Remove Existing Asphalt Pavement Surface by Milling | SY | 9,016 | $ 5.26 - | $ 47,460.22 - |
| 63 | Type D Hot Mix Asphaltic Base Course, 3-Inch (Milled Overlay) | TON | 1,521 | $ 184.25 - | $ 280,246.91 - |
| | | | | **LINE ITEM ADD 4 SUBTOTAL** | $ 327,707.14 - |
| | | | | **BASE BID & LINE ITEM ADD 4 TOTAL** | $2,629,713.49 - |

**END OF SECTION**

26-51 Award Summary

A total of two thousand and twenty-two (2022) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were fifty (50) document takers resulting in three (3) submissions.

Upon successful negotiations and the recommendation of the evaluation committee, approval to award "CSP #26-51 Quintana Beach Park-Septic, Electrical & Loop Road" to the highest ranked vendor, Construction Masters of Houston Inc., of Pearland, Texas who submitted the best offer, per our specifications and scope of work in the base bid amount of $2,252,199.04.

Evaluation Committee

Bryan Frazer, County Parks Department
Chad Davenport, County Parks Department
Kaysie Stewart, County Auditor
Gerald Hendrick, Facilities Management
Casey Greathouse, Purchasing Department (Non-voting Member)

| Item No – Description | Construction Masters | SpawGlass | Matula & Matula |
|---|---|---|---|
| **GENERAL WORK ITEMS** | | | |
| 01 – Mobilization, Demobilization, Insurance and Furnish Performance and Payment Bonds | $ 180,065.23 | $ 358,760.98 | $ 62,475.00 |
| 02 – Furnish, Implementation, and Management of the SW3P; including Concrete Truck Washout, In Accordance with the Plans and Specifications | $ 9,987.50 | $ 14,085.71 | $ 9,671.30 |
| 03 – Site Restoration, including but not limited to Hydro- Mulch, Sidewalk and Pavement removal and replacement, Complete-in-Place, In Accordance with the Plans and Specifications | $ 59,925.00 | $ 40,562.90 | $ 10,620.80 |
| **Total** | **$ 249,977.73** | **$ 413,409.59** | **$ 82,767.10** |
| **SITE WORK ITEMS** | | | |
| 04 – RV Concrete Pad Extensions (6" Thick) | $ 70,351.64 | $ 79,671.38 | $ 47,397.70 |
| 05 – Remove and Dispose of Existing RV Concrete Pad (1) | $ 3,231.25 | $ 2,474.00 | $ 790.00 |
| 06 – RV Concrete Pad (1), 6-Inch | $ 12,640.65 | $ 14,546.00 | $ 8,330.00 |
| 07 – Stabilized Subgrade for RV Concrete Pads. 8-Inch | $ 15,564.29 | $ 17,721.81 | $ 19,668.60 |
| 08 – Remove and Dispose of Existing Gravel Pavement, With or Without Base | $ 10,281.25 | $ 3,725.78 | $ 4,229.60 |
| 09 – Type D Hot Mix Asphaltic Base Course, 3-Inch (Parking and Loop) | $ 68,910.15 | $ 70,240.94 | $ 96,716.40 |
| 10 – Lime Stabilized Subgrade, 8-Inch | $ 24,873.88 | $ 42,671.37 | $ 5,991.30 |
| 11 – Lime for Lime Stabilized Subgrade | $ 26,685.19 | $ 25,904.48 | $ 22,041.60 |
| 12 – Type A, Grade I Crushed Limestone Base, 8-Inch | $ 94,906.63 | $ 64,084.72 | $ 61,910.10 |
| 13 – Remove and Dispose of Concrete Sidewalk (All Thickness) | $ 1,357.13 | $ 1,005.67 | $ 336.30 |
| 14 – 5-Inch Concrete Sidewalk | $ 3,062.71 | $ 8,118.76 | $ 5,053.10 |
| 15 – Concrete Wheelstop | $ 2,369.92 | $ 5,715.61 | $ 3,369.80 |
| 16 – Trench Safety System (All Depths); in accordance with the contract plans and specifications. Complete in Place. | $ 5,875.00 | $ 0.01 | $ 56,227.50 |
| **Total** | **$ 340,109.69** | **$ 335,880.53** | **$ 332,062.00** |
| **SEPTIC SYSTEM ITEMS** | | | |
| 17 – Demolish Existing Septic Tank System | $ 7,285.00 | $ 19,367.84 | $ 9,434.00 |
| 18 – Decomision and Abandon Existing Septic Beds | $ 1,351.25 | $ 21,715.46 | $ 5,060.80 |
| 19 – Proposed Septic System | $ 291,376.50 | $ 215,100.42 | $ 158,686.50 |
| **Total** | **$ 300,012.75** | **$ 256,183.72** | **$ 173,181.30** |
| **ELECTRICAL ITEMS** | | | |
| 20 – Remove 30a RV Pedestal | $ 3,506.48 | $ 13,234.48 | $ 1,786.40 |
| 21 – Remove 30a RV Pedestal Wire (Assume #8) | $ 26,598.67 | $ 33,389.28 | $ 1,510.40 |
| 22 – Remove 30a RV Pedestal Conduit (Assume 1-1/2") | $ 109,533.50 | $ 65,490.00 | $ 35,400.00 |
| 23 – Remove 30a RV Pedestal Panel | $ 8,568.68 | $ 4,049.64 | $ 637.20 |
| 24 – Remove Existing Pole and Transformer | $ 10,350.56 | $ 17,560.17 | $ 637.20 |
| 25 – Remove Existing Pole and Transformer Wire | $ 8,265.37 | $ 21,920.76 | $ 230.40 |
| 26 – Remove Existing Pole and Transformer Conduit (Assume 2") | $ 32,951.70 | $ 34,464.00 | $ 3,600.00 |
| 27 – Remove Existing Septic System Electrical components and wiring | $ 28,241.22 | $ 2,969.74 | $ 212.40 |
| 28 – Replace Existing Septic System Electrical components and wiring | $ 51,764.44 | $ 47,856.17 | $ 3,123.80 |
| 29 – New Service Weatherhead | $ 14,230.64 | $ 7,089.81 | $ 12,807.40 |
| 30 – 50a pedestal | $ 131,136.11 | $ 103,219.20 | $ 38,836.00 |
| 31 – 75 kva Transformer | $ 275,000.06 | $ 69,231.24 | $ 146,461.20 |
| 32 – 45 kva Transformer | $ 28,699.72 | $ 8,028.85 | $ 12,440.00 |
| 33 – Panel | $ 140,282.03 | $ 141,179.84 | $ 101,959.20 |
| 34 – 3x3 Pullbox | $ 9,446.22 | $ 59,512.05 | $ 11,189.70 |
| 35 – 400a, 3p fused disconnect | $ 28,707.72 | $ 14,496.54 | $ 22,466.00 |
| 36 – 320a meter and can | $ 780.14 | $ 1,490.74 | $ 8,309.20 |
| 37 – 3/0 ground triad, 10/ rod | $ 10,709.89 | $ 4,337.22 | $ 2,998.80 |
| 38 – 480v, 400a, 2p disconnect | $ 31,685.83 | $ 11,315.52 | $ 20,242.00 |
| 39 – 480v, 200a, 2p disconnect | $ 54,810.70 | $ 20,160.15 | $ 29,051.00 |
| 40 – 480v, 125a, 2p disconnect | $ 7,425.21 | $ 2,864.09 | $ 4,060.90 |
| 41 – #3/0 wire | $ 22,631.68 | $ 27,130.20 | $ 41,200.00 |
| 42 – #6 wire | $ 41,540.49 | $ 6,527.76 | $ 2,360.00 |
| 43 – 1 1/2" conduit | $ 113,700.05 | $ 303,378.00 | $ 134,520.00 |
| 44 – #600 MCM | $ 28,267.56 | $ 30,127.50 | $ 41,250.00 |
| 45 – #400 MCM | $ 39,724.40 | $ 39,248.00 | $ 60,000.00 |
| 46 – #300 MCM | $ 22,799.70 | $ 23,208.00 | $ 39,000.00 |
| 47 – #250 MCM | $ 22,503.60 | $ 23,030.00 | $ 38,500.00 |
| 48 – 2" conduit | $ 52,596.53 | $ 59,275.50 | $ 24,510.00 |
| **Total** | **$ 1,356,458.90** | **$ 1,195,784.45** | **$ 839,299.20** |
| **EXTRA WORK ITEMS** | | | |
| 49 – Pot Hole for Utility Investigation as Directed by the Engineer as Directed by the Owner's Representative, Complete-in-Place, In Accordance with Plans and Specifications (Minimum Bid $500/EA) | $ 5,640.00 | $ 6,678.36 | $ 6,373.20 |

| | | | |
|---|---|---|---|
| 50 – Furnish and Install Extra Cement Stabilized Sand, Complete in Place: | $ 39,950.00 | $ 11,694.00 | $ 14,140.00 |
| 51 – Extra 5-Inch Concrete Sidewalk Replacement | $ 1,338.56 | $ 9,664.80 | $ 2,392.00 |
| 52 – Extra Machine Excavation as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid $20/CY) | $ 1,175.00 | $ 1,000.00 | $ 3,185.00 |
| 53 – Extra Hand Excavation as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid $25/CY) | $ 1,468.75 | $ 1,250.00 | $ 7,965.00 |
| 54 – Extra Electrical Modifications including but not limited to additional conduit, wires and controls as Directed by the Owner's Representative, Complete- in-Place, In Accordance with the Plans and Specifications (Minimum Bid $5,000/LS) | $ 5,875.00 | $ 182,568.00 | $ 8,500.00 |
| **Total** | **$ 55,447.31** | **$ 212,855.16** | **$ 42,555.20** |
| **Base Total** | **$ 2,302,006.38** | **$ 2,414,113.45** | **$ 1,469,864.80** |
| **LINE ITEM ADD 1** | | | |
| 55 – Remove Existing Septic Beds and Restore Site | $ 6,168.75 | $ 50,000.00 | $ 12,495.00 |
| 56 – Deduct Septic System Item No. 18 | $ (1,351.25) | $ (21,715.46) | $ (5,060.80) |
| **Total** | **$ 4,817.50** | **$ 28,284.54** | **$ 7,434.20** |
| **Total Line Item Add1 + Base** | **$ 2,306,823.88** | **$ 2,442,397.99** | **$ 1,477,299.00** |
| **LINE ITEM ADD 2** | | | |
| 57 – RV Concrete Pads, 6-Inch | $ 196,567.77 | $ 252,014.06 | $ 140,110.60 |
| 58 – Remove and Dispose of Existing RV Concrete Pads | $ 428,964.36 | $ 26,568.08 | $ 10,427.20 |
| 59 – Stabilized Subgrade for RV Concrete Pads, 8-Inch | $ 39,131.73 | $ 41,141.72 | $ 49,282.60 |
| 60 – Deduct Site Work Items No. 04-07 | $ (101,787.83) | $ (114,413.19) | $ (76,186.30) |
| **Total** | **$ 562,876.03** | **$ 205,310.67** | **$ 123,634.10** |
| **Total Line Item Add 2+Base** | **$ 2,864,882.41** | **$ 2,619,424.12** | **$ 1,593,498.90** |
| **LINE ITEM ADD 3** | | | |
| 61 – Type D Hot Mix Asphaltic Base Course, 3-Inch (Tie- | $ 36,666.10 | $ 38,283.62 | $ 1,461.40 |
| **Total** | **$ 36,666.10** | **$ 38,283.62** | **$ 1,461.40** |
| **Total Line Item Add 3+Base** | **$ 2,338,672.48** | **$ 2,452,397.07** | **$ 1,471,326.20** |
| **LINE ITEM ADD 4** | | | |
| 62 – Remove Existing Asphalt Pavement Surface by Milling | $ 47,460.22 | $ 32,547.76 | $ 57,702.40 |
| 63 – Type D Hot Mix Asphaltic Base Course, 3-Inch (Milled Overlay) | $ 280,246.91 | $ 292,609.98 | $ 345,875.40 |
| **Total** | **$ 327,707.13** | **$ 325,157.74** | **$ 403,577.80** |
| **Total Item Add 4+Base** | **$ 2,629,713.51** | **$ 2,739,271.19** | **$ 1,873,442.60** |
| **Total All Items** | **$ 3,234,073.14** | **$ 3,011,150.02** | **$ 2,005,972.30** |

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# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.8.** **6/9/2026**

Advertise Request for Proposal for Section 115 Post-Employment Benefit Trustee and Custodial Account

Approval to advertise for Request for Proposal for the “Section 115 Post-Employment Benefit Trustee and Custodial Account” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the expenditure will utilize funds from the Section 115 Trust Account.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee or other persons as determined by the County.

Risk Pool Trustees:
L.M. “Matt” Sebesta, Brazoria County Judge
Jay Burridge, Brazoria County Commissioner - Precinct 1
Ryan Cade, Brazoria County Commissioner - Precinct 2
Stacy Adams, Brazoria County Commissioner - Precinct 3
David Linder, Brazoria County Commissioner - Precinct 4
Holly Fox, Human Resources Director

Non-Voting Members:
Kaysie Stewart, County Auditor
Mary Shine, District Attorney’s Office - Civil Division
Lauren Menia, District Attorney’s Office - Civil Division
Jessica Palvino, Jackson Walker Law Firm - Outside Counsel
Susan Serrano, Purchasing Director

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.9.** **6/9/2026**

Reject Proposals for CSP #26-52 Hastings Phase II Roadways and Drainage Improvements Project

Approval to reject the proposals received for “CSP #26-52 Hastings Phase II Roadways and Drainage Improvements Project-GLO Contract No. 20-065-118-C388” and change the method of procurement from a competitive sealed proposal to an invitation to bid per General Land Office (GLO) requirements.

In addition, all six (6) submissions received exceeded the estimated construction budget of $2.2 million dollars.

Further, approval to re-advertise the project per a revised scope of work. The previously approved evaluation committee members will remain the same.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.6.** **3/24/2026**

Solicit Proposals for Hastings Phase II

Approval to advertise by Competitive Sealed Proposals for “Hastings Phase II” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize funds from the General Land Office (GLO).

Further, approve a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Wael Tabara, Assistant County Engineer
Matt De La Rosa, Staff Engineer
Auditing Designee
Natasha Stulberg, Purchasing Department (non-voting member)

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.10.** **6/9/2026**

Solicit Proposals for Section 115 Post-Employment Benefit Trust Fund Investment Manager

Approval to advertise for Request for Proposal for the “Section 115 Post-Employment Benefit Trust Fund Investment Manager” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the expenditure will utilize funds from the Trust Fund pursuant to the Section 115 Trust.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee or other persons as determined by the County.

Risk Pool Trustees:
L.M. “Matt” Sebesta, Brazoria County Judge
Jay Burridge, Brazoria County Commissioner - Precinct 1
Ryan Cade, Brazoria County Commissioner - Precinct 2
Stacy Adams, Brazoria County Commissioner - Precinct 3
David Linder, Brazoria County Commissioner - Precinct 4
Holly Fox, Human Resources Director

Non-Voting Members:
Kaysie Stewart, County Auditor
Mary Shine, District Attorney’s Office - Civil Division
Lauren Menia, District Attorney’s Office - Civil Division
Jessica Palvino, Jackson Walker Law Firm - Outside Counsel
Susan Serrano, Purchasing Director

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.11.** **6/9/2026**

Award RFP #26-48 Acquisition of a Liquid Chromatograph - Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab

Item pulled from Agenda

RFP #26-48 Award Summary

A total of six hundred and sixty-six (666) 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 twenty-six (26) document takers resulting in six (6) submissions.

Upon the recommendation of the evaluation committee, award “RFP# 26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer (LC-QQQ) for the Sheriff’s Office Crime Lab” to Shimadzu Scientific Instruments of Columbia, Maryland. The vendor submitted the best evaluated offer meeting our specifications and scope of work in the amount of $330,250.31

Evaluation Committee

Melissa Henry, Sheriff’s Office
Katie Hern, Sheriff’s Office
Cathy Sbrusch, Health Department, Director
Derek Sanders, Sheriff’s Office (non-voting)
Casey Greathouse, Purchasing (Non-voting Member)

# RFP #26-48 - Acquisiton of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer (LC-QQQ) for the Sheriff's Office Crime Lab

## Scoring Summary

| | Total | Price | Technical Compliance with Specifications | Experience and Qualifications | Training | Warranty and Service Support | Delivery Timeline |
|---|---|---|---|---|---|---|---|
| **Supplier** | **/ 100 pts** | **/ 20 pts** | **/ 25 pts** | **/ 15 pts** | **/ 20 pts** | **/ 10 pts** | **/ 10 pts** |
| Shimadzu Scientific Instruments | 78.33 | 12.67 | 20 | 12.67 | 17.33 | 7.667 | 8 |
| Thermo Electron North America LLC | 75 | 17.67 | 17 | 10.33 | 15.33 | 7.667 | 7 |
| Agilent Technologies Inc. | 72.67 | 14.33 | 19.67 | 9.333 | 14.67 | 8.333 | 6.333 |
| AB Sciex LLC | 71.67 | 13.33 | 15.33 | 11.67 | 16.67 | 6.333 | 8.333 |
| PerkinElmer U.S. LLC | 64.33 | 12.67 | 17 | 8.333 | 12.67 | 7 | 6.667 |
| Waters Technologies Corporation | 59.67 | 13.33 | 12.33 | 10.33 | 10.33 | 7.667 | 5.667 |

| RFP #26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab Attachment A - Bid Table | | | | |
|---|---|---|---|---|
| **Item Description** | **Manufacturer/Model** | **Qty** | **Unit Price** | **Extended Price** |
| Liquid Chromatograph System | Shimadzu | 1 | $83,649 | $48,253.35 |
| Triple Quadrupole Mass Spectrometer | Shimadzu | 1 | $389,620 | $216,228.11 |
| Software Licenses | Shimadzu LabSolutions LCMS DB Connect MRM, For Tox Database | 1 | $33,153 | $17,510.65 |
| Computer Workstation(s) | Dell | 1 | $533.00 | $453.05 |
| Installation & IQ/OQ | By Shimadzu | 1 | $20,159 | $4,492 |
| On-Site Training | By Shimadzu | 4 | $3,447.00 | $0.00 |
| Shipping & Delivery | | 1 | $3,500 | $3,500 |
| Other (Specify) | | | | |
| Nitrogen Generator | LNI Swissgas | 1 | $35,829.00 | $30,454.65 |
| Uninterruptable Power Supply (UPS) | NXT | 1 | $11,010.00 | $9,358.50 |
| | | | | |
| | | | | |
| | | | | 330,250.31 |
| | | | | |
| **Warranty Information** | | | | |
| Is warranty included with the purchase (yes or no & Term) | Yes, 1 Year hardware manufacturer warranty | | | |
| **Extended Warranty options** | | | | |
| | 3 Year Value Plan (add 2 yrs + 2 PPM to manufacturer warranty) $52,104 | | | |
| | Extended Warranty Plus, 1 Yr - $37,120 | | | |
| | LNI Swissgas Annual Filter Kit for Castore XL Series - $1,721.25 | | | |
| **Delivery Timeline (weeks)** | 5 weeks | | | |

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# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. J.1.** **6/9/2026**

Discuss Potential Litigation