BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON OCTOBER 28, 2025, THERE WAS BEGUN AND HOLDEN A SPECIAL SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

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

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER BURRIDGE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session - October 14, 2025 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS

F.1. Proclamation - Alzheimer's Awareness Month

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

F.2. Proclamation - Honoring our Veterans

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

F.3. Proclamation - Careers in Construction Month

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

G. FORMAL REPORTS AND APPEARANCES

G.1. Alvin Rotary Club - 2024-2025 Region 6 Community Resource Leader

H. CONSENT

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

County Judge

H.1. Designation of Representatives to the Houston - Galveston Area Council 2026 General Assembly and Board of Directors

H.2. Letter of Support for FTZ Designation for Horizon Terminal Services, LLC

H.3. Re-Appointment to the Gulf Coast Center Board of Directors

H.4. Texans Feeding Texans Home - Delivered Meal Grant Program

County Clerk

H.5. Appointment of Ballot Board Members

District Attorney

H.6. Agreement with University of Texas Medical Branch for Medical Examiner Services

Sheriff's Office

H.7. Interlocal Agreement with Gulf Coast Center - Crisis Co-Response Team (CCRT) Grant

Tax Assessor - Collector

H.8. Monthly Collections Report for September 2025

H.9. Tax Assessor-Collector's Fiscal Year 2025 Collections Report: October 1, 2024 - September 30,2025

Auditor

H.10. Auditor's Monthly Report - September 2025

H.11. Payment of Bills

H.12. FY 2026: Line Item Transfer

H.13. Purchase of Items for Courthouse Security

CDBG/HUD/Welfare Department

H.14. Monthly Welfare Reports

H.15. Monthly Section 8 Reports

Engineer

H.16. Exception to Subdivision Platting for Travis Jones (Precinct 1)

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

H.18. Interlocal Agreement with the City of Richwood No. IS26-0003

Health

H.19. Appointment Local Health Authority

Human Resource

H.20. TCDRS 2026 Plan Provisions

H.21. Deputy Constable Appointment - Precinct 3

H.22. Deputy Constable Appointment - Precinct 1

Industrial Development Corporation

H.23. Re-Appoint Industrial Development Corporation (IDC) Board Members

Library

H.24. Out of State Travel

Parks

H.25. Multiple Use Agreement with Texas Department of Transportation

H.26. Temporary Partial Closure of Pedestrian Beach at Quintana Beach County Park

Purchasing Department

H.27. Sell Surplus Vehicles

H.28. Renew Windstorm Insurance Policy for San Luis and Quintana Beach Properties

H.29. Amend Tyler Technologies Software as a Service Agreement

H.30. Update Evaluation Committee for Flood Mitigation Project

H.31. Renew Equipment Breakdown Policy

H.32. Transfer of Surplus Heavy Equipment

H.33. Transfer of Heavy Equipment

H.34. Sole Source for Thomson Reuters

H.35. Change Order No. 1 RFSQ #24-36 Master Plan for the Sheriff’s Office

H.36. Amend Contract #24-48 RetireeFirst Post 65 and Retiree Health Benefits

H.37. Scope of Work to Master Services Agreement for PeopleSoft Upgrade with Sierra Cedar

I. DISCUSSION

Auditor

I.1. Issuance of a Purchase Order After the Fact - Engineer's Office

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

I.2. Issuance of a Purchase Order After the Fact - Sheriff's Office Crime Lab

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

I.3. Issuance of Purchase Order After the Fact - North Service Center

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

I.4. Issuance of Purchase Order After the Fact - Constable Pct 1

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

Engineer

I.5. Issue Change Orders for ITB #25-16 Construction for Follet's Island Dune Restoration Phase 2 Blue Water Highway Dunes "Project" (Precinct 1)

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

I.6. Engineering Services for the New Shop Building at the Central Service Center "Project" (Precinct 2)

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

Parks

I.7. Use of GoMESA Funds for Quintana Beach County Park Repair Proposal

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

Purchasing Department

I.8. Advertise Request for Proposals for Asbestos Consultation Services

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

Department Heads

J. CLOSED MEETING

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

At 9:49 a.m. Commissioners Court entered into Closed Session.
At 10:07 a.m. Commissioners Court was again in open session with all members present and the following order was had:

Texas Govt Code 551.071

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

J.1. Settlement of Claims and Disputes in Pending Claim

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

J.2. Discuss Pending Litigation - 3:25-cv-00331; Renea Milton, et al., v. J. Allen & Associates, et al.

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. ADJOURN

As no further matters were to be had, Commissioners Court adjourned this Special Session at 10:08 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **10/28/2025**

Commissioners Court Regular Session - October 14, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1. **10/28/2025**

Proclamation - Alzheimer's Awareness Month

Approve the Proclamation designating November 2025 as Alzheimer’s Awareness Month.

PROCLAMATION

WHEREAS, Brazoria County is proud to be a part of the Brazoria County Alzheimer's Awareness Project, recognized regionally by the Alzheimer's Association and nationally by the Alzheimer's Foundation of America as leading the way in community awareness and early detection of Alzheimer's Disease; and

WHEREAS, the Memory Screening Project sponsored by Brazoria County Libraries and the Alzheimer's Awareness Project November 17th through the 22nd will be one of the largest community-based Memory Screening Projects in the United States for the fourteenth consecutive year; and

WHEREAS, Alzheimer's, a neurodegenerative disease that results in the loss of brain cells and their connections, affects 7.2 million Americans, more than 430,000 people in Texas, and more than 5,100 people in Brazoria County alone; and

WHEREAS, Brazoria County, with its Community Partners, has created the first and largest County sponsored project in the United States to create events and activities that increase awareness about dementia, treatment options, caregiving issues, and community resources; and

WHEREAS, we are called upon as a nation to be aware of Alzheimer's disease and related disorders and to heighten our awareness of these challenges throughout the month of November, 2025.

NOW, THEREFORE, the Brazoria County Commissioners court does hereby proclaim the month of November as

ALZHEIMER'S AWARENESS MONTH

in Brazoria County, Texas and calls upon all citizens to join us in commending the Brazoria County Alzheimer's Awareness Project for working through education and collaboration to create awareness and encourage early detection of Alzheimer's disease in our community.

APPROVED this 28th day of October, 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

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APPROVED this 28th day of October, 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 3
Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4
David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.2. **10/28/2025**

Proclamation - Honoring our Veterans

Approve the Proclamation as written by the students of Harby Junior Highschool in Alvin Texas, and presented to the Veterans Steering Committee for acceptance, that together we honor our service members this Veterans Day and every day in Brazoria County.

PROCLAMATION

To all whom the presents shall come, GREETINGS:

When in the course of global affairs, it becomes necessary for a people to answer the call to duty, to serve their nation selflessly, to forfeit their aspirations for the betterment of our country, we express our deepest gratitude. As their service is a debt that may never be fully repaid, we are humbled to extend our acknowledgement and thanks to all our service members, now and forever, to be preserved in the sanctity of this proclamation.

WHEREAS, through peacetime and war, from MCRD Parris Island to the Chosin Reservoir, from Fort Benning to the Korengal Valley, your sacrifices are known. We see and honor the contributions you and your family have made in both the past and the present.

WHEREAS, the men and women who have fought for our country have relentlessly displayed their courage, vigilance, selfless dedication, and bravery for the betterment of our everyday lives and safety. These men and women who have, or continue to serve in the Army, Navy, Marine Corps, Air Force, Coast Guard, and Space Force.

WHEREAS, the sacrifices that all veterans have made for our country are not only presented when in uniform, but the invisible wounds they carry to this day. These individuals' courage will not go unnoticed, for as we will honor their great support for America, and how they continue to lead our communities with integrity.

THEREFORE, on this day, October 28, 2025, we pause to reflect through prayer and public ceremony the sacrifices of our Service Members, past and present. Personally, we honor every veteran for their bravery, sacrifice, courage, and selflessness for the benefit of our country.

_____

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



From: Sonya Broadway
To: Jami Geserick; Jaclyn George; Sharon Trower; William White; Jose Cumpian; John Jasso; sonya.broadway
Subject: Vet Day Proc
Date: Friday, October 10, 2025 1:01:04 PM
Attachments: Harby Proclamation Draft.docx
Harby Proc Kids Pic.jpg

Here is the Vet Day Proc that the kids from Harby did.
If you can please get it on the agenda to be read for court on the 28th I would appreciate it.

Also attached is a photo of the kids that drafted it this year -since they can not come to court- if it can be shared as well.

I retire on Tuesday (14th), but will be in court for the reading with the Vet Steering Committee on the 28th to accept it.
I will then make sure the proc gets framed, and back to the class with a photo from court.

Thank you

From left to right:
Taliyah Harris (6th)
Brooke McCool (8th)
Berkley Seymour (8th)
Brylee Teague (6th)
Remy Blanchard (6th)
Rosemary Alberto (6th)
Genevieve Jordan (6th)

Sonya T. Broadway
Veteran Service Officer
Brazoria County, TX
Combat Wounded
979-864-1289



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PROCLAMATION

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When in the course of global affairs, it becomes necessary for a people to answer the call to duty, to serve their nation selflessly, to forfeit their aspirations for the betterment of our country, we express our deepest gratitude. As their service is a debt that may never be fully repaid, we are humbled to extend our acknowledgement and thanks to all our service members, now and forever, to be preserved in the sanctity of this proclamation.

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WHEREAS, the sacrifices that all veterans have made for our country are not only presented when in uniform, but the invisible wounds they carry to this day. These individuals' courage will not go unnoticed, for as we will honor their great support for America, and how they continue to lead our communities with integrity.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 3
Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4
David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.3. **10/28/2025**

Proclamation - Careers in Construction Month

Approve the Proclamation designating October 2025 to be Careers in Construction Month in Brazoria County.

PROCLAMATION

WHEREAS, Careers in Construction Month is an annual month designated to increase public awareness and appreciation of construction craft professionals and the entire construction workforce; and

WHEREAS, during this month, employers, associations and schools are encouraged to conduct job fairs, panel discussions, and local community events to inform students of the vast employment opportunities in construction; and

WHEREAS, the construction industry is one of our nation's largest industries, employing more than 8 million individuals in the U.S.; and

WHEREAS, the construction industry needs nearly 500,000 new craft professionals in 2026; and

WHEREAS, we are pleased to honor the construction craft professional and the critical role they play in the development and growth of Brazoria County, Texas; and

WHEREAS, the National Center for Construction Education and Research (NCCER) was created by the construction industry to standardize training and enhance the industry image by promoting the hard work and dedication of our nation's craft professionals; and

WHEREAS, the mission of NCCER's Build Your Future initiative is to narrow the skills gap by guiding America's youth and displaced workers into opportunities that lead to long term rewarding careers in construction; and

WHEREAS, a goal of Build Your Future and Merit Shop Training, Inc. is to shift the public's negative perception about careers in the construction industry and provide a path for individuals to become craft professionals.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim the month of October 2025 as

CAREERS IN CONSTRUCTION MONTH

in Brazoria County, Texas. Together, we wish you great success with your scheduled events to give students a hands-on chance for exposure to the skills and trades much needed within our local industries.

APPROVED this 28th day of October 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

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CAREERS IN CONSTRUCTION MONTH

in Brazoria County, Texas. Together, we wish you great success with your scheduled events to give students a hands-on chance for exposure to the skills and trades much needed within our local industries.

APPROVED this 28th day of October 2025.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.1. **10/28/2025**

Alvin Rotary Club - 2024-2025 Region 6 Community Resource Leader

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **10/28/2025**

Designation of Representatives to the Houston - Galveston Area Council 2026 General Assembly and Board of Directors

Approve the designation of delegates and alternates to the Houston - Galveston Area Council 2026 General Assembly and Board of Directors.

Further, that the County Judge be authorized to sign the official notification form on behalf of the Commissioners Court.

DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2026 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS
****

BE IT RESOLVED, by the Commissioners Court of Brazoria County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2026 and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2026.

1. REPRESENTATIVE, GENERAL ASSEMBLY and DELEGATE, BOARD OF DIRECTORS
   Commissioner Adams – Precinct 3

2. REPRESENTATIVE, GENERAL ASSEMBLY and ALTERNATE, BOARD OF DIRECTORS
   Commissioner Cade – Precinct 2

1. ALTERNATE, GENERAL ASSEMBLY
   Commissioner Adams – Precinct 3

2. ALTERNATE, GENERAL ASSEMBLY
   Commissioner Cade – Precinct 2

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

PASSED AND ADOPTED, this 28th day of October, 2025.

APPROVED:

_____
Commissioners Court of Brazoria County
Brazoria County Judge
L.M. “Matt” Sebesta, Jr.

DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2026 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS
****

BE IT RESOLVED, by the Commissioners Court of Brazoria County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2026 and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2026.

1. REPRESENTATIVE, GENERAL ASSEMBLY and DELEGATE, BOARD OF DIRECTORS
   Commissioner Adams – Precinct 3

2. REPRESENTATIVE, GENERAL ASSEMBLY and ALTERNATE, BOARD OF DIRECTORS
   Commissioner Cade – Precinct 2

1. ALTERNATE, GENERAL ASSEMBLY
   Commissioner Adams – Precinct 3

2. ALTERNATE, GENERAL ASSEMBLY
   Commissioner Cade – Precinct 2

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

PASSED AND ADOPTED, this 28th day of October, 2025.

APPROVED:



_____
Commissioners Court of Brazoria County
Brazoria County Judge
L.M. “Matt” Sebesta, Jr.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **10/28/2025**

Letter of Support for FTZ Designation for Horizon Terminal Services, LLC

Authorize providing the attached letter supporting the designation of a Foreign Trade Zone site that will be operated under the sponsorship of Port of Freeport - #149.

Further that the County Judge is authorized to sign and send the attached letter.

L.M. “Matt” Sebesta, Jr.
County Judge

Lacey Powell
Chief of Staff

BRAZORIA COUNTY

October 28, 2025

Mr. Andrew McGilvray
Executive Secretary
Foreign-Trade Zones Board
US Department of Commerce
1401 Constitution Avenue, NW, Room 21013
Washington, DC 20230

Re: FTZ Designation for Horizon Terminal Services, LLC

Dear Mr. McGilvray:

The purpose of this letter is to document Brazoria County’s support for the designation of a Foreign Trade Zone site located at 1341 Pine Street, City of Freeport, Brazoria County, Texas that will be operated under the sponsorship of Port Freeport – FTZ #149.

Brazoria County fully endorses this application and asks that you give Horizon Terminal Services, LLC your full consideration.

Sincerely,

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

PORT FREEPORT℠
1100 CHERRY ST. • FREEPORT, TX 77541
(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 373-0023
WWW.PORTFREEPORT.COM

September 24, 2025

County Judge Matt Sebesta
Brazoria County
237 E. Locust Street, Ste. 401
Angleton, TX 77515

RE: Letter on Non-Opposition for FTZ Designation for Horizon Terminal Services.

Dear Judge Sebesta,

Horizon Terminal Services LLC (HTS) is a long-standing, valued tenant of Port Freeport that leases over 75 acres of land in addition to warehousing space. HTS utilizes this space to serve the automobile and heavy equipment industries. They currently utilize Port Freeport's Foreign Trade Zone No. 149 (FTZ) with the port serving as the operator. HTS is now requesting to become an operator within FTZ No. 149. This is primarily an administrative change whereby HTS staff would directly handle their own activities which are administered by port staff today. The port would serve as the grantee to HTS and the port supports the request. We respectfully request that Brazoria County issue a letter of non-opposition regarding this request.

Please feel free to reach out me directly if you need any additional information regarding this request or the Foreign Trade Zone.

Sincerely,

Rob Lowe
Director of Administration/CFO

PORT COMMISSION

ROB GIESECKE, CHAIRMAN; RUDY SANTOS, VICE CHAIRMAN; KIM KINCANNON, SECRETARY; DAN CROFT, ASST. SECRETARY;
BARBARA FRATILA, COMMISSIONER; RAVI K. SINGHANIA, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

AQUA GULF SINCE 1966

LOGISTICS • WAREHOUSING • TRUCKING

954-360-6900 | 1301 WEST NEWPORT CENTER DRIVE | DEERFIELD BEACH, FL 33442 | WWW.AQUAGULF.COM

June 25, 2025

Judge Matt Sebesta
237 East Locust Street, Suite 401
Angleton, Texas 77515

Subject: Letter of Non-Opposition for FTZ Designation of Horizon Terminal Services, LLC

We, on behalf of Horizon Terminal Services, LLC, are writing to formally request a Letter of Non-Opposition in support of our application to the Foreign-Trade Zones Board for the Designation of a Foreign Trade Zone (FTZ) site located at 1341 Pine Street, within the jurisdiction of City of Freeport, Brazoria County, Texas.

Horizon Terminal Services, LLC is seeking FTZ designation to enhance their global competitiveness, streamline customs procedures, and support continued investment and job creation in the region. The proposed FTZ site will be operated under the sponsorship of Port Freeport – FTZ #149, and will be used for importation, storage, and distribution of automobiles and heavy machinery.

We understand that the FTZ designation process requires local support, and we are committed to working collaboratively with the City of Freeport and Brazoria County to ensure transparency and compliance with all applicable regulations. We respectfully request that your office issue a Letter of Non-Opposition to accompany our application to the FTZ Board.

Enclosed with this letter are the following supporting documents:

- Site map and legal description of the proposed FTZ site
- Company Overview
- Contact Information for the FTZ Grantee and our project team

We would be pleased to meet with you or your staff to provide additional information or address any questions you may have. Please feel free to contact me directly at (904)327-7970 or shastings@aquagulf.com.

Thank you for your consideration and continued support of economic development in Freeport.

Sincerely,
Sara Hastings
Sara Hastings
Director of Consulting
Aqua Gulf Supply Chain Solutions
(904)327-7970
Shastings@aquagulf.com


AMPORTS
Driven by Quality
FREEPORT, TX
AMPORTS TERMINALS
REVISED: 2/7/2024
OEM
POV
OVERFLOW POV
HIGH / HEAVY
HH - CONTRACT LEASE
0
500
1000
SCALE
MAMMOET YARD
3 AC
LOT 9
4 AC
LOT 8 NORTH
5 AC
LOT 8 SOUTH
7 AC
LOT 7
POV
1.5 AC
LOT 7
HH
3.5 AC
TRANSIT SHED
1.75 AC
ARENA
2 AC
LOT 4
0.9 AC
LOT 2
1.2 AC
LOT 1
0.5 AC
FTZ
0.12 AC
LOT 51
1.8 AC
WH 51
1.6 AC
WH 52
0.8 AC
"S" YARD
7.3 AC
PARKER BLDG
1.6 AC
PARKER LOT
1.75 AC
THE BOOT
1.9 AC
YELLOW YARD
14.0 AC
WHITE YARD
14.0 AC
PARCEL 14
20.5 AC
PARCEL 19
11.3 AC
Image © 2024 Airbus



Company Profile: Horizon Terminal Services – Freeport, Texas

Background & Operations

- *Original Establishment*: Horizon Terminal Services (HTS) was founded as a wholly owned subsidiary of Norway's Höegh Autoliners and began operations at Port Freeport around 2015. The newly built vehicle and heavy equipment processing facility was designed to serve both roll-on/roll-off (RoRo) vehicles and static heavy cargo, offering two dedicated processing centers—a Vehicle Processing Center (VPC) and an Equipment Processing Center (EPC).
- *Facility Capabilities*: Phase 1 and 2 of the terminal support up to approximately 135,000 vehicles annually, with expansion potential to accommodate an additional 500,000 units depending on demand. The operation runs 24/7 and features a sheltered delivery infrastructure designed for high-efficiency, VIP-level service.

Services Offered

HTS provided a full suite of services tailored to automotive and heavy equipment logistics, including:

- Vehicle and equipment processing
- Long- and short-term storage
- Warehousing
- Road and rail access
- Logistics distribution management
- Handling of diverse cargo types—factory-new and pre-owned vehicles, high-and-heavy loads, static, breakbulk, and project cargoes

Expansion & Capacity Growth

- In 2019, HTS and Port Freeport extended their lease by adding a 20-acre tract adjacent to existing operations. This expansion aimed to enhance OEM (original

Feature	Highlights
Strategic advantage	24/7 operations, sheltered delivery, multimodal access
Port ranking	Major hub for chemicals, tonnage, containers, automotive
Current owner	Amports Inc. (since December 2020)

In a Nutshell

Horizon Terminal Services at Port Freeport stands as a premier automotive and heavy-lift marine terminal—built for scalability, efficiency, and seamless vehicle logistics. With modern processing infrastructure, 24/7 operations, and strategic access to road, rail, and deep-water shipping, HTS has been a key player in Gulf Coast logistics. Since 2020, under Amports' leadership, the terminal continues to expand its footprint and capabilities.

AQUA GULF SINCE 1966
LOGISTICS • WAREHOUSING • TRUCKING
954-360-6900 | 1301 WEST NEWPORT CENTER DRIVE | DEERFIELD BEACH, FL 33442 | WWW.AQUAGULF.COM

FTZ Contact List

Grantee
Bailee Anderson
Accounting Analyst
Port Freeport
1100 Cherry Street
Freeport, TX 77566
anderson@portfreeport.com
979-233-2667 ext 4315

Consultant
Sara Hastings
Director of Consulting
Aqua Gulf Supply Chain Solutions
11637 Camden Road
Jacksonville, FL 32218
shastings@aquagulf.com
904-327-7970

Amports – Onsite Contacts
Ross Kovar
Operations Manager High Heavy – POV
1341A Pine St
Freeport, TX 77541
ross.kovar@amports.com
979-665-7536

Shedrick Johnson
Terminal Manager
1341 Pine St
Freeport, TX 77541
shedrick.johnson@amports.com
904-415-4364

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

Lacey Powell
Chief of Staff

BRAZORIA COUNTY

October 28, 2025

Mr. Andrew McGilvray
Executive Secretary
Foreign-Trade Zones Board
US Department of Commerce
1401 Constitution Avenue, NW, Room 21013
Washington, DC 20230

Re: FTZ Designation for Horizon Terminal Services, LLC

Dear Mr. McGilvray:

The purpose of this letter is to document Brazoria County's support for the designation of a Foreign Trade Zone site located at 1341 Pine Street, City of Freeport, Brazoria County, Texas that will be operated under the sponsorship of Port Freeport – FTZ #149.

Brazoria County fully endorses this application and asks that you give Horizon Terminal Services, LLC your full consideration.

Sincerely,

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **10/28/2025**

Re-Appointment to the Gulf Coast Center Board of Directors

Approve the Re-Appointment of the following for a two year term beginning November 23, 2025 through November 22, 2027 to the Gulf Coast Center Board of Directors.

Jamie Travis
Mary Lou Flynn-DuPart
Caroline Rickaway

Board of Trustees Re-appointment Submission

The Honorable Matt Sebesta
County Judge, Brazoria County
Brazoria County Courthouse
111 E Locust Street
Angleton, TX 77515

Dear Judge Sebesta:

The following members of the Gulf Coast Center Board of Trustees have a term that is due for re-appointment:

- Jamie Travis West Columbia, TX 77486 as of November 22, 2025
- Caroline Rickaway Angleton, TX 77515 as of November 22, 2025
- Mary Lou Flynn-DuPart Alvin, TX 775511 as of November 22, 2025

At your convenience, please place this matter before the Commissioner's Court for re-appointment of an additional two-year term. The volunteer contribution on the part of these Board Members have been outstanding.

Should you have any questions or concerns, please feel free to contact me at CathyR@gulfcoastcenter.org.

Thank you,
Cathy D. Rice

Cathy Rice
Secretary to the Board

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **10/28/2025**

Texans Feeding Texans Home - Delivered Meal Grant Program

Approve the attached resolution authorizing the Texans Feeding Texans Home - Delivered Meal Grant Program.

Further, the County Judge is hereby authorized to sign any documents necessary for this project.

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2026

A resolution of the County of Brazoria(County) Texas certifying that the County has made a grant to ACTIONS, Inc of Brazoria County(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $16,000.00to be paid and used between the:

1st of October 2025 and the 30th of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 28th day of October, 2025.

_____

Signature of Authorized Official of the County

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

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated May 2025

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2026

A resolution of the County of Brazoria(County) Texas certifying that the County has made a grant to ACTIONS, Inc of Brazoria County(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $16,000.00to be paid and used between the:

1st of October 2025 and the 30th of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 28th day of October, 2025.

_____

Signature of Authorized Official of the County

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

NOTE: All information shown in this resolution must be included in the resolution passed by the County.
Updated May 2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **10/28/2025**

Appointment of Ballot Board Members

The Commissioners Court of Brazoria County does hereby appoint the attached Ballot Board Members for a two-year term to begin September 1, 2025.

It is additionally directed that this order be filed with the clerk of the court and a certified copy be given to the custodian of election records for Brazoria County.

BRAZORIA COUNTY BALLOT BOARD APPOINTMENTS – OCTOBER 14, 2025

For two-year term September 1, 2025 -August 31, 2027

Ballot Board Presiding Judge and Alternate Presiding Judge Appointments
Per Texas Election Code Sec. 87.001

Ballot Board Presiding Judge:	**REP**	**Ballot Board Alternate Presiding Judge**	**DEM**
Tamara Reynolds		Dottie Cornett	
Ballot Board Members:		**Ballot Board Members:**	
June Simmons		Margaret Jones	
Carolyn Fox		Yogi Walker	
Carolyn Olshovsky		Lawrence Change	
Glennie Babcock		Sheila Tepper	
Marjorie Jacobs		Ann Lange	
David Stanley		Marie Hill	
Julie Petru		Conrad Landry	
Ralph Bower		John Patrick Henry	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **10/28/2025**

Agreement with University of Texas Medical Branch for Medical Examiner Services

The Court authorizes the attached Agreement between the County and UTMB for Medical Examiner services, subject to final review by the District Attorney's Office - Civil Division.

Further that the County Judge be authorized to sign any documents necessary to the Agreement.

INTERLOCAL AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND
BRAZORIA COUNTY
FOR UTMB FORENSIC PATHOLOGY SERVICES

This Interlocal Agreement is between **Brazoria County, Texas** (the "COUNTY"), and **The University of Texas Medical Branch at Galveston**, for and on behalf of its Department of Pathology ("UTMB") to perform forensic pathology services for the COUNTY.

PREAMBLE

WHEREAS, the COUNTY is authorized to establish and provide for medical examiner services and to appoint a medical examiner pursuant to Article 49.25, Texas Code of Criminal Procedure; and,

WHEREAS, UTMB has qualified personnel to operate in the capacity of a medical examiner;

WHEREAS, pursuant to provisions of the Texas Government Code Chapter 791, Interlocal Cooperation Act, the parties are authorized to enter into a contract with each other; and,

NOW THEREFORE, the parties agree that UTMB will provide certain medical examiner services for the COUNTY in accordance with the following terms and conditions.

I. UTMB RESPONSIBILITIES

1.1 **Personnel.** Under this Agreement, UTMB's Department of Pathology agrees to provide UTMB faculty physicians and associated staff necessary to perform medical examiner services as requested by COUNTY. UTMB will provide at least one faculty physician (the "Consulting Forensic Pathologist" or “CFP”) who will provide medical examiner services for COUNTY. That individual shall be licensed by the Texas State Board of Medical Examiners and be board certified in the field of forensic pathology. The Consulting Forensic Pathologist may appoint other UTMB Department of Pathology physicians licensed by the Texas State Board of Medical Examiners to assist in the performance of the Consulting Forensic Pathologist's duties. Residents-in-Training may participate in autopsies under supervision of a faculty physician.

1.2 **Autopsies.** The Consulting Forensic Pathologist shall perform those duties required of a medical examiner with respect to autopsies excluding site investigations, in accordance with the laws of the United States and the State of Texas.

1.2.1 Autopsies shall determine the manner and cause of death to the extent such can be ascertained, including toxicology examinations where death does not appear from natural causes or is undetermined. The Consulting Forensic Pathologist shall provide a written autopsy report to the requesting authority/agency within a reasonable time period and provide an initial summary form to expedite certification of death and the flow of information.

1.2.2 Autopsies shall be fully documented through the use of reputable digital photographic techniques, utilizing secure and unalterable computer storage techniques, laboratory analysis of tissue and other samples deemed necessary by the Medical Examiner, and written reports. External photographs shall be taken in all examinations and both external

and internal photographs shall be taken on all full and partial autopsy cases, including photographic documentation of the organs. Tissue samples will be maintained by UTMB and in a sufficient quantity to allow for future testing. Nitric acid swab will be obtained in those cases where a decedent's hands are bagged by a law enforcement agency and/or when the COUNTY requests test for gunshot residue testing, COUNTY shall be responsible for sending for testing and payment therefor.

1.2.3 Autopsies shall be performed under the direction of the Galveston County Medical Examiner at the Galveston County Medical Examiner's Office currently located at 1205 Oak St, La Marque, TX 77568. The facility shall be suitable for autopsy examinations, including access to x-ray facilities, and a professional support staff shall be provided as needed.

1.2.4 Records of autopsy reports, lab tests and reports, data, documents, x-ray, photographs, investigator reports, correspondence, magnetic recording, or other tangible item ("autopsy records") relating to COUNTY autopsies shall be stored in the records of the Galveston County Medical Examiner's Office. For purposes of this contract solely, the Galveston County Medical Examiner's Office shall be deemed to be the Custodian of Records for the records relating to any COUNTY autopsy. A copy of such information shall be provided to COUNTY immediately upon completion of a final report. UTMB shall perform all record management and storage tasks relating to autopsy records. UTMB shall allow COUNTY access to COUNTY autopsy records for copying purposes. UTMB shall only be reimbursed for the actual cost of the copies to UTMB. Fees for public request of copies of autopsy records shall be in accordance with Health & Safety Code Section 671.012 and rules adopted by the General Services Commission for charges for public records. COUNTY may at its own expense make copies of documentation for any legal purpose.

1.2.5 The Galveston County Medical Examiner's Office shall make a report on a quarterly basis the total number of autopsies performed for the COUNTY.

1.2.6 The Consulting Forensic Pathologist shall conduct autopsies at the request of any County Justice of the Peace or other person(s) authorized by law to order an autopsy.

1.2.7 A complete autopsy examination (including internal examination), shall be performed in all homicide or suspected homicide cases.

1.2.8 Occasionally, the District Attorney of Brazoria County or an assistant district attorney on behalf of the District Attorney may request that two medical examiners physically participate in an autopsy examination. These requests will be accommodated as long as two physicians are available at the time of examination. If two medical examiners are provided for in the manner prescribed herein, the County shall pay for each physician in accordance with section 2.1(b.)(1.) below.

1.2.9 Occasionally, the District Attorney of Brazoria County or an assistant district attorney on behalf of the District Attorney may request additional testing. These requests will be accommodated if possible. The County shall pay for each additional test.

1.3 **Other Duties.** In addition to the above, UTMB will also perform these duties:

1.3.1 Provide telephone consultation with a pathologist 24 hours a day in response to incoming inquiries.

1.3.2 Provide law enforcement briefings and pre-trial conferences as necessary on autopsy cases.

1.4 **Standard of Performance.** The Consulting Forensic Pathologist shall perform all services and exercise all discretionary powers in a manner consistent with the applicable cannons of forensic medicine, professional ethics and professional judgment.

1.5 **Court Appearances.** UTMB agrees that UTMB personnel performing services pursuant to this Agreement shall appear as reasonably necessary during grand jury proceedings, court hearings and trials in Brazoria County at the written request of the COUNTY'S Criminal District Attorney. However, UTMB shall not be responsible for court appearances under this section relating to autopsy services involving non-UTMB personnel or non-UTMB experts.

II. COUNTY RESPONSIBILITIES

2.1 **Compensation**

a. Compensation for services. For services performed by the Medical Examiner, Deputy Medical Examiner(s), and staff employed at the Medical Examiner's Office, the County will pay UTMB in accordance with the terms of this Agreement. UTMB shall submit invoices to the County no more than monthly but no less than quarterly. Each payment shall be paid within thirty (30) days of receipt of invoice by County and in accordance with provisions of Texas Government Code Chapter 2251, commonly called the Texas Prompt Pay Act. All payments shall be made payable to UTMB and mailed to the following:

The University of Texas Medical Branch at Galveston
Post Office Box 4786-750
Houston, Texas 772310-4786

b. Determination of Costs.

1.) **Charges.** The County shall pay UTMB as follows:

a.) FY26(September 1, 2025-August 31, 2026)

a. The County shall pay Three Thousand One Hundred Eighty-Two Dollars and No Cents ($3,182.00) for each full autopsy performed on behalf of Brazoria County in FY26; and

b. The County shall pay Two Thousand Seven Hundred Sixty-Six Dollars and No Cents ($2,766.00) for each "Partial Autopsy", which shall be defined as an examination that forgoes any part of the full autopsy (e.g., limiting the examination to the head or torso only), performed on behalf of Brazoria County in FY26 (note: the determination of whether a Partial Autopsy can be performed rather than a full autopsy shall be made solely by the Consulting Forensic Pathologist). A more extensive examination may be performed if the CFP judges it to be warranted. The decision to perform a more limited examination than ordered will require written authorization from the Justice of the Peace.; and

c. The County shall pay One Thousand One Hundred Sixty-Five Dollars and No Cents ($1,165.00) for each determination of death in which a full autopsy is not performed in FY26.

b.) FY27(September 1, 2026-August 31, 2027)

a. The County shall pay Three Thousand Three Hundred Ten Dollars and No Cents ($3,310.00) for each full autopsy performed on behalf of Brazoria County in FY27; and

b. The County shall pay Two Thousand Eight Hundred Seventy-Seven Dollars and No Cents ($2,877.00) for each "Partial Autopsy", which shall be defined as an examination that forgoes any part of the full autopsy (e.g., limiting the examination to the head or torso only), performed on behalf of Brazoria County in FY27 (note: the determination of whether a Partial Autopsy can be performed rather than a full autopsy shall be made solely by the Consulting Forensic Pathologist). A more extensive examination may be performed if the CFP judges it to be warranted. The decision to perform a more limited examination than ordered will require written authorization from the Justice of the Peace.; and

c. The County shall pay One Thousand Two Hundred Eleven Dollars and No Cents ($1,211.00) for each determination of death in which a full autopsy is not performed in FY27.

c.) FY28 (September 1, 2027-August 31, 2028)

a. The County shall pay Three Thousand Four Hundred Forty-Two Dollars and No Cents ($3,442.00) for each full autopsy performed on behalf of Brazoria County in FY28; and

b. The County shall pay Two Thousand Nine Hundred Ninety-Two Dollars and No Cents ($2992.00) for each "Partial Autopsy", which shall be defined as an examination that forgoes any part of the full autopsy (e.g., limiting the examination to the head or torso only), performed on behalf of Brazoria County in FY28 (note: the determination of whether a Partial Autopsy can be performed rather than a full autopsy shall be made solely by the Consulting Forensic Pathologist). A more extensive examination may be performed if the CFP judges it to be warranted. The decision to perform a more limited examination than ordered will require written authorization from the Justice of the Peace.; and

c. The County shall pay One Thousand Two Hundred Sixty Dollars and No Cents ($1,260.00) for each determination of death in which a full autopsy is not performed in FY28.

d.) Storage Fee (FY26-28)

The County shall pay a storage fee of Fifty Dollars and No Cents ($50.00) per day for any body or body part of a decedent that has been left at the Medical Examiner's Office for more than ten (10) days after the completion services performed on such decedent, and written notification of need form (Exhibit A) has been sent.

Fees and Payment. The above charges per full autopsy, partial autopsy, external view autopsy performed and storage fee shall be due and payable within thirty (30) days of receipt of invoice by County. The full autopsy fee includes the autopsy, report, toxicology screen if required, routine slides and histology, routine x-rays if required, pathologist consultation and court testimony. Any complicated, non-routine testing such as, but not limited to, non-routine toxicology, non-routine radiographic studies, trace elements and dental work, shall be charged to the County at UTMB's cost.

2.2 **Court Appearances.** COUNTY agrees to use its best efforts to schedule any necessary testimony by the Consulting Forensic Pathologist in a manner that will provide a minimum amount of disruption to the Consulting Forensic Pathologist's routine.

2.3 **COUNTY DUTIES.** COUNTY agrees to perform the following duties:

2.3.1 Provide legal authorization for autopsy examination to the Consulting Forensic Pathologist prior to examination.

2.3.2 Provide necessary information, including related police reports, medical records, names of treating physicians, allied information and support necessary for an informed pre-examination and review.

2.3.3 Provide the body with clothing and, if all or part of the clothing has previously been removed, provide it with the body for examination, correlation, and documentation.

2.3.4 Provide any items associated with treatment and/or lifesaving attempts undisturbed and, if necessary, assist in distinguishing features of medical/surgical treatment from those due to injury. When available, obtain and forward for analysis any blood, body fluid or other such specimens obtained during life.

2.3.5 Provide for examination any medications prescribed for, or thought to have been used by, the deceased.

2.3.6 Provide for examination any weapons, ammunition, instruments, or case-related items such as suspected suicide notes, especially, any that are found on/about the person of the deceased.

2.3.7 If the identity of the deceased is unknown or in doubt, help acquire any information, items or records necessary to help establish identification by scientific means.

2.3.8 In the event the next-of-kin should request tissue or organ donation, coordinate procedures with the Consulting Forensic Pathologist to promote optimum handling and to ensure that appropriate examination can be completed so long as it does not effect a full and complete autopsy or other forensic testing and does not create evidentiary concerns and is compliant with all relevant statutes.

2.3.9 Transport the body to and from the morgue to the autopsy room at the location designated in 1.2.3.

2.3.10 If requested, send an authorized representative to take possession of items of value or evidence that may be discovered.

2.3.11 Provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.

III. MUTUAL AGREEMENTS

3.1 **Indemnification:**

3.1.1 To the extent authorized by the laws and constitution of the State of Texas, the COUNTY agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of COUNTY or its agents, or employees.

3.1.2 To the extent authorized by the laws and constitution of the State of Texas, UTMB agrees to hold the COUNTY, its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or its agents, or employees.

3.2 **Insurance.** UTMB represents and warrants to COUNTY that UTMB shall maintain in full force and effect during the term of this Agreement self-funded professional liability coverage for designated faculty physicians known as The University of Texas System Medical Malpractice Self-Insurance Plan. Liability for the tortious conduct of all other UTMB employees including house staff is provided for solely by Chapters 101 and 104 of the Texas Tort Claims Act.

3.3 **Amendments.** This Agreement may be amended when set forth in writing and signed by the parties to the Agreement.

3.4 **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

UTMB: Executive Vice President and Chief Financial Officer
The University of Texas Medical Branch at Galveston
301 University Boulevard, Route 0128
Galveston, Texas 77555-0128

Copy to: Harshwardhan Thaker, MD, PhD
Professor and Chair *ad Interim*, Department of Pathology
University of Texas Medical Branch at Galveston
301 University Blvd.
Galveston, Texas 77555-0419

COUNTY: Tom Selleck
Criminal District Attorney, Brazoria County
237 E. Locust, Suite 305
Angleton, Texas 77515

3.5 **Term.** Regardless of the date of execution, this Agreement shall be in effect from September 1, 2025, through August 31, 2028, unless terminated earlier as provided herein. The Agreement supersedes any prior agreement between the parties. A subsequent one (1) year term may be effected upon the mutual written consent of the parties. A party may terminate this Agreement for any reason by giving the other party ninety (90) days written notice of such intent to terminate. The parties understand and agree that this Agreement is contingent upon the existence of an agreement between UTMB and the County of Galveston allowing UTMB to use the County's autopsy facilities.

3.6 **Assignment**. Neither party may assign any of the rights or duties created by this contract without the prior written approval of the other party.

3.7 **Venue.** This contract is governed by the laws of the State of Texas.

3.8 **Severability.** Any invalidity of any part of this contract will not cause the remaining parts hereof to be invalid.

3.9 **Waiver.** No waiver of any default by COUNTY in the performance of UTMB will constitute a waiver of any subsequent default.

3.10 **Independent Contractor.** UTMB recognizes that it is engaged as an independent contractor and acknowledges that COUNTY will have no responsibility to provide benefits normally associated with employee status. UTMB, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNTY, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits.

3.11 **Entire Agreement.** This contract constitutes the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this contract will be given any force and effect unless reduced to writing herein.

3.12 **HIPAA COMPLIANCE**

Acknowledgment of HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA").

To the extent County comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services (DHHS) through the adoption of standards, 45 CFR Parts 160 and 164 (privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to as "the HIPAA Rules," County agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

A. County agrees to only use and disclose Protected Information as required to perform the services outlined in this Agreement. County may use and disclose Protected Information for the proper management and administration of the County's operations and for data aggregation services to the extent permitted by the HIPAA Rules.
B. County will not use or further disclose Protected Information other than as permitted or required under this Agreement or as required by law.
C. County will use appropriate safeguards to prevent the use or disclosure of Protected Information for any reason other than as provided by this Agreement. County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Information that it creates, receives, maintains, or transmits on behalf of UTMB.
D. County agrees to promptly notify UTMB of any use or disclosure of Protected Information not provided for in this Agreement of which it becomes aware. Contactor shall report to UTMB any instances, including security incidents, of which it is aware in which Protected Information is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
E. County shall require any agents or subcontractors who receive Protected Information to be bound by the same restrictions and conditions outlined in this Agreement. Additionally, County shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of electronic Protected Information that County creates, receives, maintains, or transmits on behalf of UTMB.
F. To the extent it is determined County maintains a Designated Record Set, County agrees to follow 45 CFR § 164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Rules.
G. County agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from UTMB available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining UTMB's compliance with the HIPAA Privacy Regulations.
H. After termination of the Agreement, County agrees to return or destroy all Protected Information, if feasible, and, if not feasible, County agrees to continue to protect the Protected Information from wrongful uses and disclosures.
I. County understands that UTMB may terminate this Agreement immediately if UTMB determines County violated a material term of this Agreement and County's actions are not successful in remedying the breach. If termination is not feasible UTMB may report the problem to the Secretary of Health and Human Services.
J. County may use and disclose de-identified Protected Information if UTMB approves of the use of de-identified Protected Information and the Protected Information is de-identified in compliance with the HIPAA Rules.

County shall ensure that all uses and disclosures of Protected Information are subject to the principle of "minimum necessary use and disclosure," i.e., that only Protected Information that is the minimum necessary to accomplish the intended purpose of the use, or disclosure is used or disclosed.

3.13 **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UTMB and COUNTY to attempt to resolve any claim for breach

of contract made by COUNTY that cannot be resolved in the ordinary course of business. The Executive Vice President and Chief Business and Finance Officer of UTMB shall examine COUNTY'S claim and any counter claim and negotiate with COUNTY in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by COUNTY; (ii) neither the issuance of this Agreement by UTMB nor any other conduct, action or inaction of any representative of UTMB relating to this Agreement constitutes or is intended to constitute a waiver of UTMB's or the state's sovereign immunity to suit; and (iii) UTMB has not waived its right to seek redress in the courts.

3.14 Notwithstanding the foregoing, neither party waives any rights of sovereign immunity to which it may be entitled pursuant to statute or at common law.

EXECUTED this _____ day of _____, 2025.

BRAZORIA COUNTY

By: _____

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

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and
Chief Financial Officer

Date: _____

Content Review:_____

By: _____
Harshwardhan Thaker, M.D., Ph.D
Professor and Chair *ad Interim*
Department of Pathology

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **10/28/2025**

Interlocal Agreement with Gulf Coast Center - Crisis Co-Response Team (CCRT) Grant

Approve the attached Interlocal Agreement with Gulf Coast Center to implement the Brazoria County Crisis Co-Response Team (CCRT). This agreement is funded by a Rider 48 Mental Health Grant for Justice Involved Individuals Grant (MHG-JI) through Health and Human Services Commission.

The County Judge is authorized to execute said Agreement on behalf of the County upon final review by the District Attorney's Office.

THE STATE OF TEXAS §
§
BRAZORIA COUNTY §

INTERLOCAL AGREEMENT
COOPERATIVE WORKING AGREEMENT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 1st day of October, 2025 pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, **Brazoria County** (the "County") and the **Gulf Coast Center** (the "Center"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended.

Purpose:
Gulf Coast Center and the Brazoria County has implemented the *Brazoria County Crisis Co-Response (CCRT) Team*, pairing Gulf Coast Center qualified mental health professionals with Brazoria County mental health deputies for co-response to crisis in the County jurisdiction.

The CCRT team initiative is funded by a Rider 48 *Mental Health Grant for Justice Involved Individuals (MHG-JI) Grant* through the Health and Human Services Commission (HHSC) for fiscal years 2025 and 2026, that HHSC may renew without re-procurement through August 31, 2029, and shall comply with Attachment A Scope of Work and Expectations.

RECITALS

WHEREAS, pursuant to the Act, the Center and the County are authorized to contract with eligible political subdivisions of the State of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health services for the residents of Brazoria County, Texas and;

WHEREAS, the Center plans to administer the HHSC grant funding and to provide the clinician staffing for the CCRT team using HHSC grant funding and desires to obtain a Cooperative Working Agreement (CWA) with the County for the project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – CENTERS RESPONSIBILITY AND SERVICES

Section 1.01 The Center agrees to provide the qualified mental health professional workers' and trainers' time for the project including any necessary devices to effectively perform services under this Agreement.

Section 1.02. Training And Continuing Education. All Center crisis line and Gulf Coast Center staff designated for the pilot project shall have training and education in the area of crisis and 911 services to stay current and compliant on evidence based best practices and the law.

Section 1.03 Center staff designated to work for the CCRT initiative shall follow the Center telehealth policy, procedures, and program requirements.

ARTICLE 2 – FINANCIAL AND OTHER SUPPORTS OF THE CENTER

The CCRT team initiative is funded by a Rider 48 *Mental Health Grant for Justice Involved Individuals (MHG-JI) Grant* through the Health and Human Services Commission (HHSC) for fiscal years 2025 and 2026, that HHSC may renew without re-procurement through August 31, 2029. Gulf Coast Center will have arrangements to invoice HHSC monthly for the Brazoria County deputy costs for CCRT team operations. The amount of HHSC grant funding provided for the County sheriff office costs through this arrangement will not exceed $200,000 annually. The continued funding of the initiative will be contingent on continued MHG-JI grant funding. Gulf Coast Center and the County agree to reapply for the MHG-JI grant prior to expiration of the current grant period if allowable. The Center will continue to fund all non-grant covered GCC clinician costs for the CCRT initiative.

ARTICLE 2 – FINANCIAL AND OTHER SUPPORTS OF THE COUNTY

Brazoria County will supply the office space for the CCRT team for this agreement period. The County will continue to fund all non-grant covered County costs for the CCRT initiative. The county agrees to provide cost detail for the grant funded deputies each month in support of the center's invoicing of the state to reimburse the county for the two deputies in the amount of $200,000 annually. The county will also supply in kind cost detail for their command, vehicle, and vehicle operating costs to center in amounts of $360,000 for FY25 and $250,000 for FY26.

ARTICLE 3 - TERM AND TERMINATION OF AGREEMENT

This agreement shall become effective October 1, 2025 and remain in effect until August 31, 2026 or until terminated by either party, without cause, after sixty (60) days written notice to the other party or designated funding is no long available. HHSC may renew without re-procurement through August 31, 2029.

ARTICLE 4 – LIABILITY

Section 4.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 4.02 - No Personal Liability of the City. To the extent allowed by law, the County and its agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 4.03 - Independent Contractor Relationship Between the Parties. The relationship between the parties to this Agreement will be that of independent contractors. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between either party other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the other party. All the payments, withholdings, and benefits, if any, are the sole responsibility of employer of record.

Section 4.04 – Allocation Responsibility. To the extent permitted by the constitution and laws of the State of Texas, and without the waiver of sovereign immunity or any other defense to which the parties may be entitled to assert, respectively, parties shall retain all applicable legal responsibility for their respective personnel or contractors working pursuant to this Agreement with respect to inter alia, pay, personnel benefits, injuries, accidents, losses, damages, and civil liability. This Agreement is not intended to change in any way the individual employee status or the liability or responsibility of any Party under applicable law. Notwithstanding the above, this Agreement does not confer any liability to either party that is legally attributable to the other party under the Texas Torts Claims Act. Further, nothing in this Agreement is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this Agreement.

Section 4.05 Insurance. During the term of this Agreement, Parties agree to maintain such policies of general and professional liability and other insurance, or a comparable program of self-insurance, at minimum levels as required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained the Parties in the region in which the Party operates. Such insurance coverage shall cover the acts and omissions as well as those of agents and employees. Parties agree to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage upon request. Parties agree to make best efforts to provide at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

ARTICLE 5 - RECORDS, CONFIDENTIALITY AND ACCESS

The parties hereto shall carry out their obligations under this Agreement in full compliance, to the extent the same may be applicable to them, with HIPAA and all security and privacy regulations issued thereunder, as amended, modified, or supplemented by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and regulations issued thereunder, and as the same may be amended and in effect from time to time during the term of this Agreement (collectively referred to as the "HIPAA Privacy and Security Rules") and all other current and future applicable State and U.S. Federal laws and regulations pertaining to the confidentiality of health information. The Parties will implement appropriate safeguards to prevent use or disclosure of Protected Health Information ("PHI") and will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits. Parties agree to execute any and all authorization or agreement that may be required to comply with applicable state and federal law.

ARTICLE 6 – MISCELLANEOUS

Section 6.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 6.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, or sent by express or overnight, postage prepaid to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Brazoria County
County Judge L.M. "Matt" Sebesta, Jr.
Brazoria County Courthouse
237 East Locust Street, Suite 401
Angleton, TX 77515
979-864-1200
MattS@brazoriacountytx.gov

Gulf Coast Center
Felicia Jeffery, Chief Executive Officer
4444 West Main
League City, Texas 77573
409-763-2373
FeliciaJ@gulfcoastcenter.org

Brazoria County Sheriff's Office
Bo Stallman, Brazoria County Sheriff
Brazoria County Sheriff's Office
3602 County Road 45
Angleton, Texas 77515
(979) 864-2200
Bo.Stallman@brazoriacountytx.gov

Section 6.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

Section 6.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 6.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the County and the Center or their successors and permitted assigns.

Section 6.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 6.07 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 6.08 - Time is of the Essence. Time is of the essence in this Agreement.

Section 6.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 6.10 - Authority to Bind Brazoria County. The person or persons executing and signing this Agreement on behalf of the County guarantee that they have been fully authorized to execute the Agreement and to legally bind the County to all the terms and provisions of the Agreement.

Section 6.11 - Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Chief Executive Officer. The person or persons executing and signing this Agreement on behalf of the Center guarantee that they have been fully authorized to execute the Agreement and to legally bind the Center to all the terms and provisions of the Agreement.

Section 6.12 - No Third-Party Beneficiary. Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any persons or duties or any responsibilities of County or Center with respect to such persons.

Section 6.13 - Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this

Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

This agreement is executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

BRAZORIA COUNTY, TEXAS	**GULF COAST CENTER**
_____	_____
County Judge L.M. "Matt" Sebesta, Jr. Brazoria County, Texas	Felicia Jeffery, LPC Chief Executive Officer
Date:_____	Date:_____

ATTACHMENT A
Statement of Work and Expectations

1) Project Overview
   a) Brazoria County Sheriff Office Mental Health Division and Gulf Coast Center will provide services to support, launch and operate the Crisis Co-Response Teams (CCRT) from the Brazoria County jurisdiction. The CCRTT teams will each include two full-time mental health deputies from Brazoria County Sheriff Office and a three behavioral health professionals employed by Gulf Coast Center (GCC).

   b) The primary goals of this project are to: 1) be the primary response to mental health emergency calls in Brazoria County during team assigned duty hours, 2) provide immediate response, stabilization, diversion from hospital and jail when appropriate, and a relief from burden of law enforcement response for persons in need of mental health crisis care and 3) enhance the ability of law enforcement to respond to public safety needs in a timely, effective, and efficient manner while affording citizens with emergent behavioral health care needs a medical model response.

2) Project Objectives
   a) Reduce the number of patrol units which respond to mental health emergency calls;
   b) Reduce hospitalization, emergency department visits, and jail bookings for person with mental health emergency care needs;
   c) Reduce repeat mental health emergencies for people living with chronic care needs in the Brazoria County community;
   d) Reduce reliance on public safety as the mental health care case coordination provider and increase pubic safety time for police staff resources; and,
   e) Reduce police use of force on calls with a mental health care element;

3) Work Product and Expectations
   In furtherance of the Project objectives set forth above, the Subgrantee shall conduct the activities and produce the deliverables for the Project described below.

   a) Subgrantee will:
      i) Be participating members of a CCRT team as defined in this attachment.
      ii) Provide services for public safety mental health related calls for service to the Brazoria County communications center to alleviate the call burden to the police department including calls which may present with moderate public safety risk.
      iii) Leverage community partnerships to ensure continuity of care following stabilization, hospital transport, or emergency detention.
      iv) Provide proactive prevention and intervention services for persons who are chronically experience mental health crisis and therefore rely on emergency services.

v) Make recommendations for developing or procuring necessary staffing and functionality to support a cohesive team environment;
vi) Ensure adequate staffing to complete outreach and follow-up activities as well as attend critical case staffing with mental health community partners;
vii) Assign equipment, and duty shifts in accordance with the mutually agreed upon staffing schedule.
viii) The Gulf Coast Center administrative representative and shift supervisor will notify the CCRT Team operational and administrative supervisor immediately with shift vacancies and provide alternative staff for the shift.
ix) Maintain records in cooperation with Brazoria County for program evaluation.
x) Ensure all assigned staff follow mutually agreed upon policies and procedures to achieve program goals and outcomes.
xi) Support the development of quality assurance and evaluation plans; and
xii) Support the development of data collection and storage plans.

4) Activities, Support, and Milestones

a) Organizational, development, and budget preparation:

i) Prepare and approve program budget annually by August 1st.
ii) Monitor budget expenditures monthly and prepare a modified budget as needed with no expectation of additional funding but goal setting for fund raising.
iii) Provide staffing recommendations for all non-field in kind functional areas: program supervisor, fiscal, and administrative functions;
iv) Support streamlining of job posting/hiring process or recruiting and assigning staff for key positions necessary for program development;
v) Complete training plan for all positions within the CCRT Team;
vi) Determine regulatory requirements, develop materials and processes, and support implementation for community-based treatment, outreach, hospital, and jail diversion;
vii) Develop team follow-up protocols and productivity standards ensuring 60% of team time is spent face-to-face with a client; and
viii) Ensure team is fully staffed and operational at all times.

b) Project Development and Structure

With public, client, team, and officer safety as a continuous primary objective, the CCRT Team shall serve as the primary response for mental health emergency calls, which do not present a severe threat of immediate violence, received by the Brazoria County dispatch or 911 call center during CCRT Team deployment hours.

i) Subgrantee's Project development will include the following:
(1) CCRT Team Development and Operation
(a) The Gulf Coast Center (GCC) will provide three (3) full-time equivalent staff positions with a minimum credentialing of Qualified Mental Health Professionals for the operation of the CCRT Team

(b) The GCC staff will be employees of the Gulf Coast Center, and have at least bachelor's degree-level education
(c) The GCC staff will provide services as described in this attachment for CCRT policy brief, project objectives, and standard operating guidelines.
(d) Gulf Coast Center will ensure continuous program staffing in accordance with the mutually agreed upon schedule.
(e) Gulf Coast Center will maintain records in such a way to program evaluation.

ii) Alternate GCC Staff
(1) A Mobile Crisis Outreach Team (MCOT) clinician may be used for the position if the GCC staff assigned to the CCRT Team is temporarily unable to fulfill their duties (such as due to illness or scheduled leave)
(2) The use of an MCOT clinician does not require additional grant funding and does not reduce the operating hours stipulated within this agreement.

c) Provide Data

i) Subgrantee shall develop and maintain monthly statistical data in collaboration with the Brazoria County and provide upon request:
(1) Brazoria County shall provide CCRT Team Data including:
(a) Total number served;
(b) Unduplicated number served;
(c) Unduplicated hospital diversion;
(d) Unduplicated jail diversion;
(e) Total and Unduplicated number of outreach calls;
(f) Total and Unduplicated number of follow up calls; and
(2) Additionally, the Gulf Coast Center will assist to complete studies to demonstrate officer time spent on mental health emergency calls to include:
(a) Number of patrol units dispatched to, and individual officer time spent on, mental health emergency calls:

(3) Each subcontractor will provide an expenditure report reflecting actual program expenditures no later than the 5th day of each month for the following month.

5) Application of Subgrant Funds, Payment Schedule, and the Subgrantee's Contributions

a) The Center and the County are expected to contribute to the Project through the leveraging of resources and in-kind contributions. Such contributions may include, but not be limited to: (i) any in-kind contributions from the GCC and the County which are required for implementation of the Project; and (ii) contributions from local community and private stakeholders (e.g., from area hospitals and mental health providers).

THE STATE OF TEXAS §
§
BRAZORIA COUNTY §

INTERLOCAL AGREEMENT
COOPERATIVE WORKING AGREEMENT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 1st day of October, 2025 pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, **Brazoria County** (the "County") and the **Gulf Coast Center** (the "Center"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended.

Purpose:
Gulf Coast Center and the Brazoria County has implemented the *Brazoria County Crisis Co-Response (CCRT) Team*, pairing Gulf Coast Center qualified mental health professionals with Brazoria County mental health deputies for co-response to crisis in the County jurisdiction.

The CCRT team initiative is funded by a Rider 48 *Mental Health Grant for Justice Involved Individuals (MHG-JI) Grant* through the Health and Human Services Commission (HHSC) for fiscal years 2025 and 2026, that HHSC may renew without re-procurement through August 31, 2029, and shall comply with Attachment A Scope of Work and Expectations.

RECITALS

WHEREAS, pursuant to the Act, the Center and the County are authorized to contract with eligible political subdivisions of the State of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health services for the residents of Brazoria County, Texas and;

WHEREAS, the Center plans to administer the HHSC grant funding and to provide the clinician staffing for the CCRT team using HHSC grant funding and desires to obtain a Cooperative Working Agreement (CWA) with the County for the project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – CENTERS RESPONSIBILITY AND SERVICES

Section 1.01 The Center agrees to provide the qualified mental health professional workers' and trainers' time for the project including any necessary devices to effectively perform services under this Agreement.

Section 1.02. Training And Continuing Education. All Center crisis line and Gulf Coast Center staff designated for the pilot project shall have training and education in the area of crisis and 911 services to stay current and compliant on evidence based best practices and the law.

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The CCRT team initiative is funded by a Rider 48 *Mental Health Grant for Justice Involved Individuals (MHG-JI) Grant* through the Health and Human Services Commission (HHSC) for fiscal years 2025 and 2026, that HHSC may renew without re-procurement through August 31, 2029. Gulf Coast Center will have arrangements to invoice HHSC monthly for the Brazoria County deputy costs for CCRT team operations. The amount of HHSC grant funding provided for the County sheriff office costs through this arrangement will not exceed $200,000 annually. The continued funding of the initiative will be contingent on continued MHG-JI grant funding. Gulf Coast Center and the County agree to reapply for the MHG-JI grant prior to expiration of the current grant period if allowable. The Center will continue to fund all non-grant covered GCC clinician costs for the CCRT initiative.

ARTICLE 2 – FINANCIAL AND OTHER SUPPORTS OF THE COUNTY

Brazoria County will supply the office space for the CCRT team for this agreement period. The County will continue to fund all non-grant covered County costs for the CCRT initiative. The county agrees to provide cost detail for the grant funded deputies each month in support of the center's invoicing of the state to reimburse the county for the two deputies in the amount of $200,000 annually. The county will also supply in kind cost detail for their command, vehicle, and vehicle operating costs to center in amounts of $360,000 for FY25 and $250,000 for FY26.

ARTICLE 3 - TERM AND TERMINATION OF AGREEMENT

This agreement shall become effective October 1, 2025 and remain in effect until August 31, 2026 or until terminated by either party, without cause, after sixty (60) days written notice to the other party or designated funding is no long available. HHSC may renew without re-procurement through August 31, 2029.

ARTICLE 4 – LIABILITY

Section 4.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 4.02 - No Personal Liability of the City. To the extent allowed by law, the County and its agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 4.03 - Independent Contractor Relationship Between the Parties. The relationship between the parties to this Agreement will be that of independent contractors. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between either party other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the other party. All the payments, withholdings, and benefits, if any, are the sole responsibility of employer of record.

Section 4.04 – Allocation Responsibility. To the extent permitted by the constitution and laws of the State of Texas, and without the waiver of sovereign immunity or any other defense to which the parties may be entitled to assert, respectively, parties shall retain all applicable legal responsibility for their respective personnel or contractors working pursuant to this Agreement with respect to inter alia, pay, personnel benefits, injuries, accidents, losses, damages, and civil liability. This Agreement is not intended to change in any way the individual employee status or the liability or responsibility of any Party under applicable law. Notwithstanding the above, this Agreement does not confer any liability to either party that is legally attributable to the other party under the Texas Torts Claims Act. Further, nothing in this Agreement is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this Agreement.

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ARTICLE 5 - RECORDS, CONFIDENTIALITY AND ACCESS

The parties hereto shall carry out their obligations under this Agreement in full compliance, to the extent the same may be applicable to them, with HIPAA and all security and privacy regulations issued thereunder, as amended, modified, or supplemented by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and regulations issued thereunder, and as the same may be amended and in effect from time to time during the term of this Agreement (collectively referred to as the "HIPAA Privacy and Security Rules") and all other current and future applicable State and U.S. Federal laws and regulations pertaining to the confidentiality of health information. The Parties will implement appropriate safeguards to prevent use or disclosure of Protected Health Information ("PHI") and will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits. Parties agree to execute any and all authorization or agreement that may be required to comply with applicable state and federal law.

ARTICLE 6 – MISCELLANEOUS

Section 6.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 6.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, or sent by express or overnight, postage prepaid to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Brazoria County
County Judge L.M. "Matt" Sebesta, Jr.
Brazoria County Courthouse
237 East Locust Street, Suite 401
Angleton, TX 77515
979-864-1200
MattS@brazoriacountytx.gov

Gulf Coast Center
Felicia Jeffery, Chief Executive Officer
4444 West Main
League City, Texas 77573
409-763-2373
FeliciaJ@gulfcoastcenter.org

Brazoria County Sheriff's Office
Bo Stallman, Brazoria County Sheriff
Brazoria County Sheriff's Office
3602 County Road 45
Angleton, Texas 77515
(979) 864-2200
Bo.Stallman@brazoriacountytx.gov

Section 6.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

Section 6.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 6.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the County and the Center or their successors and permitted assigns.

Section 6.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 6.07 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 6.08 - Time is of the Essence. Time is of the essence in this Agreement.

Section 6.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 6.10 - Authority to Bind Brazoria County. The person or persons executing and signing this Agreement on behalf of the County guarantee that they have been fully authorized to execute the Agreement and to legally bind the County to all the terms and provisions of the Agreement.

Section 6.11 - Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Chief Executive Officer. The person or persons executing and signing this Agreement on behalf of the Center guarantee that they have been fully authorized to execute the Agreement and to legally bind the Center to all the terms and provisions of the Agreement.

Section 6.12 - No Third-Party Beneficiary. Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any persons or duties or any responsibilities of County or Center with respect to such persons.

Section 6.13 - Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this

Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

This agreement is executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

BRAZORIA COUNTY, TEXAS

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

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

Date: 10 / 30 / 2025

GULF COAST CENTER

_____

Felicia Jeffery, LPC
Chief Executive Officer

Date: 10 / 06 / 2025

ATTACHMENT A
Statement of Work and Expectations

1) Project Overview
   a) Brazoria County Sheriff Office Mental Health Division and Gulf Coast Center will provide services to support, launch and operate the Crisis Co-Response Teams (CCRT) from the Brazoria County jurisdiction. The CCRTT teams will each include two full-time mental health deputies from Brazoria County Sheriff Office and a three behavioral health professionals employed by Gulf Coast Center (GCC).

   b) The primary goals of this project are to: 1) be the primary response to mental health emergency calls in Brazoria County during team assigned duty hours, 2) provide immediate response, stabilization, diversion from hospital and jail when appropriate, and a relief from burden of law enforcement response for persons in need of mental health crisis care and 3) enhance the ability of law enforcement to respond to public safety needs in a timely, effective, and efficient manner while affording citizens with emergent behavioral health care needs a medical model response.

2) Project Objectives
   a) Reduce the number of patrol units which respond to mental health emergency calls;
   b) Reduce hospitalization, emergency department visits, and jail bookings for person with mental health emergency care needs;
   c) Reduce repeat mental health emergencies for people living with chronic care needs in the Brazoria County community;
   d) Reduce reliance on public safety as the mental health care case coordination provider and increase pubic safety time for police staff resources; and,
   e) Reduce police use of force on calls with a mental health care element;

3) Work Product and Expectations
   In furtherance of the Project objectives set forth above, the Subgrantee shall conduct the activities and produce the deliverables for the Project described below.

   a) Subgrantee will:
      i) Be participating members of a CCRT team as defined in this attachment.
      ii) Provide services for public safety mental health related calls for service to the Brazoria County communications center to alleviate the call burden to the police department including calls which may present with moderate public safety risk.
      iii) Leverage community partnerships to ensure continuity of care following stabilization, hospital transport, or emergency detention.
      iv) Provide proactive prevention and intervention services for persons who are chronically experience mental health crisis and therefore rely on emergency services.

v) Make recommendations for developing or procuring necessary staffing and functionality to support a cohesive team environment;
vi) Ensure adequate staffing to complete outreach and follow-up activities as well as attend critical case staffing with mental health community partners;
vii) Assign equipment, and duty shifts in accordance with the mutually agreed upon staffing schedule.
viii) The Gulf Coast Center administrative representative and shift supervisor will notify the CCRT Team operational and administrative supervisor immediately with shift vacancies and provide alternative staff for the shift.
ix) Maintain records in cooperation with Brazoria County for program evaluation.
x) Ensure all assigned staff follow mutually agreed upon policies and procedures to achieve program goals and outcomes.
xi) Support the development of quality assurance and evaluation plans; and
xii) Support the development of data collection and storage plans.

4) Activities, Support, and Milestones

a) Organizational, development, and budget preparation:

i) Prepare and approve program budget annually by August 1st.
ii) Monitor budget expenditures monthly and prepare a modified budget as needed with no expectation of additional funding but goal setting for fund raising.
iii) Provide staffing recommendations for all non-field in kind functional areas: program supervisor, fiscal, and administrative functions;
iv) Support streamlining of job posting/hiring process or recruiting and assigning staff for key positions necessary for program development;
v) Complete training plan for all positions within the CCRT Team;
vi) Determine regulatory requirements, develop materials and processes, and support implementation for community-based treatment, outreach, hospital, and jail diversion;
vii) Develop team follow-up protocols and productivity standards ensuring 60% of team time is spent face-to-face with a client; and
viii) Ensure team is fully staffed and operational at all times.

b) Project Development and Structure

With public, client, team, and officer safety as a continuous primary objective, the CCRT Team shall serve as the primary response for mental health emergency calls, which do not present a severe threat of immediate violence, received by the Brazoria County dispatch or 911 call center during CCRT Team deployment hours.

i) Subgrantee's Project development will include the following:
(1) CCRT Team Development and Operation
(a) The Gulf Coast Center (GCC) will provide three (3) full-time equivalent staff positions with a minimum credentialing of Qualified Mental Health Professionals for the operation of the CCRT Team

(b) The GCC staff will be employees of the Gulf Coast Center, and have at least bachelor's degree-level education
(c) The GCC staff will provide services as described in this attachment for CCRT policy brief, project objectives, and standard operating guidelines.
(d) Gulf Coast Center will ensure continuous program staffing in accordance with the mutually agreed upon schedule.
(e) Gulf Coast Center will maintain records in such a way to program evaluation.

ii) Alternate GCC Staff
(1) A Mobile Crisis Outreach Team (MCOT) clinician may be used for the position if the GCC staff assigned to the CCRT Team is temporarily unable to fulfill their duties (such as due to illness or scheduled leave)
(2) The use of an MCOT clinician does not require additional grant funding and does not reduce the operating hours stipulated within this agreement.

c) Provide Data

i) Subgrantee shall develop and maintain monthly statistical data in collaboration with the Brazoria County and provide upon request:
(1) Brazoria County shall provide CCRT Team Data including:
(a) Total number served;
(b) Unduplicated number served;
(c) Unduplicated hospital diversion;
(d) Unduplicated jail diversion;
(e) Total and Unduplicated number of outreach calls;
(f) Total and Unduplicated number of follow up calls; and
(2) Additionally, the Gulf Coast Center will assist to complete studies to demonstrate officer time spent on mental health emergency calls to include:
(a) Number of patrol units dispatched to, and individual officer time spent on, mental health emergency calls:

(3) Each subcontractor will provide an expenditure report reflecting actual program expenditures no later than the 5th day of each month for the following month.

5) Application of Subgrant Funds, Payment Schedule, and the Subgrantee's Contributions

a) The Center and the County are expected to contribute to the Project through the leveraging of resources and in-kind contributions. Such contributions may include, but not be limited to: (i) any in-kind contributions from the GCC and the County which are required for implementation of the Project; and (ii) contributions from local community and private stakeholders (e.g., from area hospitals and mental health providers).

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **10/28/2025**

Monthly Collections Report for September 2025

Approve Tax Office Monthly Collections Report for September 2025

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

October 28, 2025

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

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of September 01, 2025 to September 30, 2025.

Sincerely,

Kristin R. Bulanek

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

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tax Office Collections
Fiscal Year 2025
Monthly Report

Tax Collections for the period 09/01/2025 - 09/30/2025

	2024 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$165,845.00	$54,354.94	$220,199.94	99.02%
Special R&B	26,485.28	8,640.77	$35,126.05	99.02%
	$192,330.28	$62,995.71	$255,325.99	

Tax Receivables as of 09/30/2025

	2024 Tax Roll	Prior Tax Yrs	Total
County	$1,386,663.29	$1,929,770.92	$3,316,434.21
Special R&B	220,929.22	299,940.09	520,869.31
	$1,607,592.51	$2,229,711.01	$3,837,303.52

Special Assessments Receivables as of 09/30/2025

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,505.36	65.38%
Pecan Estates	39,545.80	67.21%
Hampton Road	45,397.88	48.94%
Westwood	34,465.42	68.68%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	52,254.44	77.57%
Bailey Oakwood Creek	320,934.79	73.11%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	303,968.62	9.38%
Lindel Estates DFH	375,915.22	22.44%
Riverside	336,493.76	32.27%
Briar Meadow	153,304.31	51.17%
Twin Lakes	480,802.00	21.09%
Old Coffee Plantation	285,017.50	30.50%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	11,535.27	89.92%
	$3,223,780.56	

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues
Fiscal Year 2025
September-2025

Revenue Source	Revenue
Beer & Liquor License	0.00
Auto Registration-Split Level Commissior	0.00
Certificate of Title	30,445.00
Auto Registration-County Fees	280,880.00
Specialty Plates	169.50
Postage & Handling Compensation	45,690.80
Auto Registration-Car License Fee	25,006.30
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	2,160.00
Hot Check Fees	599.99
Reimburse Postage/Telex	150.00
Boat Title/Registration Commissions	1,292.10
Boat Sales Tax Commissions	4,086.06
Scofflaw	0.00
Special Assessments:	
Bonnie Lane	0.00
Laura Lane	0.00
Norris Road	0.00
Rose Mary St.	0.00
Pecan Estates	0.00
Hampton Road	0.00
Westwood Road	0.00
Sally Lake	0.00
Benefield	0.00
Brazos Bend II	0.00
Bailey Oakwood Creek	0.00
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	0.00
Lindel Estates-DFH	7,306.96
Riverside	0.00
Briar Meadow	0.00
Twin Lakes	0.00
Old Coffee Plantation	0.00
Brazos Bend	0.00
Brazos Oaks	0.00
Forest Loop	0.00
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	0.00
River Road	0.00
	$397,786.71

Summary of County Figures not audited

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 9/30/2025 and Month Range from 9/1/2025 to 9/30/2025 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,464,304	34,268,908,928	51,928,555,376	0.261625	135,858,083.00	135,911,455.25	0.00	135,911,455.25
Adjusted Value	**Adjusted Exemption**	**Adj Taxable**	**Rate**	**Calc Adj Levy**	**Actual Current Levy**	**Adj Frozen Loss**	**Act Levy + Act Frozen**
89,553,023,316	35,316,015,577	54,237,007,739	0.261625	141,897,571.50	141,939,220.01	0.00	141,939,220.01

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,464,304	3,355,559,012	89,553,023,316	89,553,023,316	185.03

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,268,908,928	1,047,106,649	35,316,015,577	35,316,015,577

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/30/2025	REFUNDS DUE	COL %
2024	135,911,455.25	(111,774.74)	6,027,764.76	165,845.00	140,552,556.72	1,386,663.29	(109,654.80)	99.02
2023	1,625,171.14	(42,105.23)	(1,440,776.67)	30,131.07	(448,689.03)	633,083.50	(52,632.63)	0.00
2022	464,182.34	8,062.62	(251,952.40)	12,630.04	(77,723.29)	289,953.23	(1,728.10)	0.00
2021	284,968.66	(573.59)	(43,185.06)	4,172.22	67,642.37	174,141.23	(862.17)	27.97
2020	172,949.91	(849.67)	(6,190.92)	1,930.32	33,283.67	133,475.32	(749.25)	19.95
2019	143,134.56	0.00	400.31	1,710.80	21,695.66	121,839.21	0.00	15.11
2018	105,607.57	0.00	(48.25)	931.46	11,571.64	93,987.68	0.00	10.96
2017	98,310.76	0.00	(45.42)	961.13	8,849.83	89,415.51	0.00	9.00
2016	88,038.32	0.00	(47.81)	231.27	5,990.04	82,000.47	0.00	6.80
2015	80,518.20	0.00	(41.01)	468.93	3,749.72	76,727.47	0.00	4.65
2014	69,089.74	0.00	(24,314.63)	141.95	2,403.25	42,371.86	0.00	5.36
2013	38,544.50	0.00	(7,557.99)	39.39	2,252.24	28,734.27	0.00	7.26
2012	44,775.23	0.00	(4,497.58)	606.38	1,843.05	38,434.60	0.00	4.57
2011	30,563.76	0.00	(3,397.15)	252.38	1,280.13	25,886.48	0.00	4.71
2010	18,958.03	0.00	(978.48)	55.40	673.21	17,306.34	0.00	3.74
2009	16,998.01	0.00	(889.72)	15.02	544.65	15,563.64	0.00	3.38
2008	17,462.36	0.00	(899.92)	50.29	875.59	15,686.85	0.00	5.28
2007	15,193.28	0.00	(1,049.15)	3.86	517.43	13,626.70	0.00	3.65
2006	13,632.08	0.00	(1,225.46)	10.54	492.73	11,913.89	0.00	3.97
2005	12,180.86	0.00	(1,432.86)	4.32	480.26	10,267.74	0.00	4.46
2004	13,360.58	0.00	(6,714.75)	8.17	242.30	6,403.53	0.00	3.64
2003 *	11,365.41	0.00	(1,885.65)	0.00	528.36	8,951.40	0.00	5.57
TOTAL	**139,276,460.55**	**(147,240.61)**	**4,231,034.19**	**220,199.94**	**140,191,060.53**	**3,316,434.21**	**(165,626.95)**	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 9/30/2025 and Month Range from 9/1/2025 to 9/30/2025 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,659,347	34,249,852,562	51,947,806,785	0.041921	21,777,040.08	21,785,588.92	0.00	21,785,588.92

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
89,553,218,359	35,314,671,194	54,238,547,165	0.041921	22,737,341.36	22,744,010.16	0.00	22,744,010.16

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,659,347	3,355,559,012	89,553,218,359	89,553,218,359	29.65

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,249,852,562	1,064,818,632	35,314,671,194	35,314,671,194

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/30/2025	REFUNDS DUE	COL %
2024	21,785,588.92	(18,222.79)	958,421.24	26,485.28	22,523,080.94	220,929.22	(17,878.57)	99.02
2023	258,735.75	(6,894.02)	(231,377.95)	4,787.67	(73,298.85)	100,656.65	(8,569.58)	0.00
2022	79,068.41	1,384.80	(43,666.80)	2,155.85	(14,146.74)	49,548.35	(295.94)	0.00
2021	42,111.68	(83.94)	(6,412.75)	615.18	9,980.93	25,718.00	(128.11)	27.95
2020	25,153.29	(122.72)	(903.16)	280.72	4,829.89	19,420.24	(108.37)	19.91
2019	19,480.32	0.00	54.79	232.67	2,945.99	16,589.12	0.00	15.08
2018	17,157.16	0.00	(7.86)	150.28	1,867.65	15,281.65	0.00	10.89
2017	15,407.17	0.00	(7.16)	148.98	1,381.41	14,018.60	0.00	8.97
2016	13,207.84	0.00	(7.21)	32.90	889.75	12,310.88	0.00	6.74
2015	11,279.07	0.00	(5.77)	65.71	519.42	10,753.88	0.00	4.60
2014	9,400.29	0.00	(3,327.53)	19.42	324.02	5,748.74	0.00	5.33
2013	5,331.34	0.00	(1,049.69)	5.46	308.59	3,973.06	0.00	7.20
2012	6,292.27	0.00	(633.63)	85.42	257.90	5,400.74	0.00	4.55
2011	4,424.73	0.00	(493.40)	36.64	184.97	3,746.36	0.00	4.70
2010	2,812.60	0.00	(145.68)	7.49	99.30	2,567.62	0.00	3.72
2009	2,609.81	0.00	(145.74)	2.45	89.05	2,375.02	0.00	3.61
2008	3,024.72	0.00	(163.62)	9.14	158.22	2,702.88	0.00	5.53
2007	2,892.13	0.00	(200.36)	0.74	98.40	2,593.37	0.00	3.65
2006	2,508.79	0.00	(226.67)	1.96	90.09	2,192.03	0.00	3.94
2005	2,063.01	0.00	(247.49)	0.74	81.42	1,734.10	0.00	4.48
2004	2,183.99	0.00	(1,104.29)	1.35	39.90	1,039.80	0.00	3.69
2003 *	1,972.84	0.00	(313.50)	0.00	90.34	1,569.00	0.00	5.44
TOTAL	**22,312,706.13**	**(23,938.67)**	**668,035.77**	**35,126.05**	**22,459,872.59**	**520,869.31**	**(26,980.57)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **10/28/2025**

Tax Assessor-Collector’s Fiscal Year 2025 Collections Report: October 1, 2024 - September 30,2025

Approve Tax Assessor-Collector’s Fiscal Year 2025 Collections Report for the time period of October 1, 2024 through September 30, 2025.

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

October 28, 2025

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

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the fiscal period of October 01, 2024 to September 30, 2025.

Sincerely,

Kristin R. Bulanek

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

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tax Office Collections
Fiscal Year 2025
Fiscal Year 2025

Tax Collections for the period 10/01/2024 - 09/30/2025

	2024 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$140,552,556.72	($361,496.19)	$140,191,060.53	99.02%
Special R&B	22,523,080.94	(63,208.35)	$22,459,872.59	99.02%
	$163,075,637.66	($424,704.54)	$162,650,933.12	

Tax Receivables as of 09/30/2025

	2024 Tax Roll	Prior Tax Yrs	Total
County	$1,386,663.29	$1,929,770.92	$3,316,434.21
Special R&B	220,929.22	299,940.09	520,869.31
	$1,607,592.51	$2,229,711.01	$3,837,303.52

Special Assessments Receivables as of 09/30/2025

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Hampton Road	45,397.88	48.94%
Westwood	34,465.42	68.68%
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Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
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Twin Lakes	480,802.00	21.09%
Old Coffee Plantation	285,017.50	30.50%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	11,535.27	89.92%
	$3,223,780.56	

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues
Fiscal Year 2025
10/01/2024 - 09/30/2025

Revenue Source	Revenue
Beer & Liquor License	68,280.00
Auto Registration-Split Level Commissior	360,000.00
Certificate of Title	338,932.00
Auto Registration-County Fees	3,461,250.00
Specialty Plates	1,924.50
Postage & Handling Compensation	625,198.60
Auto Registration-Car License Fee	257,698.85
Vehicle Sales Tax	3,414,443.26
Current Tax Commissions	316,168.16
Tax Certificates	15,100.00
Hot Check Fees	6,300.00
Reimburse Postage/Telex	2,651.00
Boat Title/Registration Commissions	14,452.20
Boat Sales Tax Commissions	27,329.42
Scofflaw	10.00
Special Assessments:	
Bonnie Lane	0.00
Laura Lane	0.00
Norris Road	0.00
Rose Mary St.	300.00
Pecan Estates	3,654.58
Hampton Road	0.00
Westwood Road	7,335.80
Sally Lake	0.00
Benefield	0.00
Brazos Bend II	2,045.13
Bailey Oakwood Creek	7,892.15
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	2,132.88
Lindel Estates-DFH	21,847.02
Riverside	32,664.25
Briar Meadow	18,379.86
Twin Lakes	14,006.00
Old Coffee Plantation	14,628.60
Brazos Bend	0.00
Brazos Oaks	0.00
Forest Loop	32,025.51
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	904.55
River Road	0.00
	$9,067,554.32

Summary of County Figures not audited

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 9/30/2025 and Month Range from 10/1/2024 to 9/30/2025 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,464,304	34,268,908,928	51,928,555,376	0.261625	135,858,083.00	135,911,455.25	0.00	135,911,455.25

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
89,553,023,316	35,316,015,577	54,237,007,739	0.261625	141,897,571.50	141,939,220.01	0.00	141,939,220.01

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,464,304	3,355,559,012	89,553,023,316	89,553,023,316	185.03

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,268,908,928	1,047,106,649	35,316,015,577	35,316,015,577

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/30/2025	REFUNDS DUE	COL %
2024	135,911,455.25	(111,774.74)	6,027,764.76	165,845.00	140,552,556.72	1,386,663.29	(109,654.80)	99.02
2023	1,625,171.14	(42,105.23)	(1,440,776.67)	30,131.07	(448,689.03)	633,083.50	(52,632.63)	0.00
2022	464,182.34	8,062.62	(251,952.40)	12,630.04	(77,723.29)	289,953.23	(1,728.10)	0.00
2021	284,968.66	(573.59)	(43,185.06)	4,172.22	67,642.37	174,141.23	(862.17)	27.97
2020	172,949.91	(849.67)	(6,190.92)	1,930.32	33,283.67	133,475.32	(749.25)	19.95
2019	143,134.56	0.00	400.31	1,710.80	21,695.66	121,839.21	0.00	15.11
2018	105,607.57	0.00	(48.25)	931.46	11,571.64	93,987.68	0.00	10.96
2017	98,310.76	0.00	(45.42)	961.13	8,849.83	89,415.51	0.00	9.00
2016	88,038.32	0.00	(47.81)	231.27	5,990.04	82,000.47	0.00	6.80
2015	80,518.20	0.00	(41.01)	468.93	3,749.72	76,727.47	0.00	4.65
2014	69,089.74	0.00	(24,314.63)	141.95	2,403.25	42,371.86	0.00	5.36
2013	38,544.50	0.00	(7,557.99)	39.39	2,252.24	28,734.27	0.00	7.26
2012	44,775.23	0.00	(4,497.58)	606.38	1,843.05	38,434.60	0.00	4.57
2011	30,563.76	0.00	(3,397.15)	252.38	1,280.13	25,886.48	0.00	4.71
2010	18,958.03	0.00	(978.48)	55.40	673.21	17,306.34	0.00	3.74
2009	16,998.01	0.00	(889.72)	15.02	544.65	15,563.64	0.00	3.38
2008	17,462.36	0.00	(899.92)	50.29	875.59	15,686.85	0.00	5.28
2007	15,193.28	0.00	(1,049.15)	3.86	517.43	13,626.70	0.00	3.65
2006	13,632.08	0.00	(1,225.46)	10.54	492.73	11,913.89	0.00	3.97
2005	12,180.86	0.00	(1,432.86)	4.32	480.26	10,267.74	0.00	4.46
2004	13,360.58	0.00	(6,714.75)	8.17	242.30	6,403.53	0.00	3.64
2003 *	11,365.41	0.00	(1,885.65)	0.00	528.36	8,951.40	0.00	5.57
TOTAL	**139,276,460.55**	**(147,240.61)**	**4,231,034.19**	**220,199.94**	**140,191,060.53**	**3,316,434.21**	**(165,626.95)**	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 9/30/2025 and Month Range from 10/1/2024 to 9/30/2025 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,659,347	34,249,852,562	51,947,806,785	0.041921	21,777,040.08	21,785,588.92	0.00	21,785,588.92

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
89,553,218,359	35,314,671,194	54,238,547,165	0.041921	22,737,341.36	22,744,010.16	0.00	22,744,010.16

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,659,347	3,355,559,012	89,553,218,359	89,553,218,359	29.65

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,249,852,562	1,064,818,632	35,314,671,194	35,314,671,194

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/30/2025	REFUNDS DUE	COL %
2024	21,785,588.92	(18,222.79)	958,421.24	26,485.28	22,523,080.94	220,929.22	(17,878.57)	99.02
2023	258,735.75	(6,894.02)	(231,377.95)	4,787.67	(73,298.85)	100,656.65	(8,569.58)	0.00
2022	79,068.41	1,384.80	(43,666.80)	2,155.85	(14,146.74)	49,548.35	(295.94)	0.00
2021	42,111.68	(83.94)	(6,412.75)	615.18	9,980.93	25,718.00	(128.11)	27.95
2020	25,153.29	(122.72)	(903.16)	280.72	4,829.89	19,420.24	(108.37)	19.91
2019	19,480.32	0.00	54.79	232.67	2,945.99	16,589.12	0.00	15.08
2018	17,157.16	0.00	(7.86)	150.28	1,867.65	15,281.65	0.00	10.89
2017	15,407.17	0.00	(7.16)	148.98	1,381.41	14,018.60	0.00	8.97
2016	13,207.84	0.00	(7.21)	32.90	889.75	12,310.88	0.00	6.74
2015	11,279.07	0.00	(5.77)	65.71	519.42	10,753.88	0.00	4.60
2014	9,400.29	0.00	(3,327.53)	19.42	324.02	5,748.74	0.00	5.33
2013	5,331.34	0.00	(1,049.69)	5.46	308.59	3,973.06	0.00	7.20
2012	6,292.27	0.00	(633.63)	85.42	257.90	5,400.74	0.00	4.55
2011	4,424.73	0.00	(493.40)	36.64	184.97	3,746.36	0.00	4.70
2010	2,812.60	0.00	(145.68)	7.49	99.30	2,567.62	0.00	3.72
2009	2,609.81	0.00	(145.74)	2.45	89.05	2,375.02	0.00	3.61
2008	3,024.72	0.00	(163.62)	9.14	158.22	2,702.88	0.00	5.53
2007	2,892.13	0.00	(200.36)	0.74	98.40	2,593.37	0.00	3.65
2006	2,508.79	0.00	(226.67)	1.96	90.09	2,192.03	0.00	3.94
2005	2,063.01	0.00	(247.49)	0.74	81.42	1,734.10	0.00	4.48
2004	2,183.99	0.00	(1,104.29)	1.35	39.90	1,039.80	0.00	3.69
2003 *	1,972.84	0.00	(313.50)	0.00	90.34	1,569.00	0.00	5.44
TOTAL	**22,312,706.13**	**(23,938.67)**	**668,035.77**	**35,126.05**	**22,459,872.59**	**520,869.31**	**(26,980.57)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Auditor’s Monthly Report - September 2025

Accept the County Auditor's Monthly Report for September 2025 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
September 30, 2025

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA
County Auditor

BRAZORIA COUNTY, TEXAS
Unaudited Monthly Financial Report

As of
September 30, 2025

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Note: Charts and other information provided in accordance with (Local Govt Code §ll4.023(b)(1) and §ll4.025 (a)(5))

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. LOCUST, SUITE 403
ANGLETON, TX 77515

TELEPHONE:
Courthouse (979) 864-1276
Brazosport (979) 388-1276
Houston (281) 756-1276

October 28, 2025

The Board of Judges
The Commissioners' Court
Brazoria County, Texas

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the twelve months ended September 30, 2025, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

Due to the size of the county, and the significant volume of financial information contained in the books and records, our office has chosen not to present each fund individually monthly. Rather, we have identified a group of funds composed of two of the County's major funds and their sub-funds (General, Road and Bridge), along with other funds which are typically brought before Court on a budgetary basis (Law Library, Mosquito Control, and Airport). Should you desire to see detailed information contained in a fund which has not been identified as most relevant for the monthly presentation, please contact my office and we will be happy to assist you.

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers, when applicable, includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2025. Our intention is for this report to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 237 E. Locust, Suite 403 Angleton, Texas 77515.

Respectfully submitted,

Kaysie Stewart

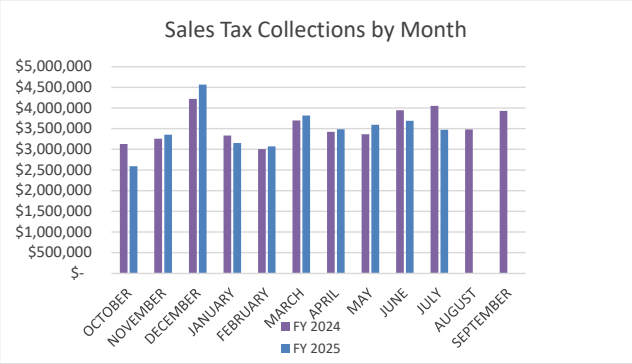
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2025

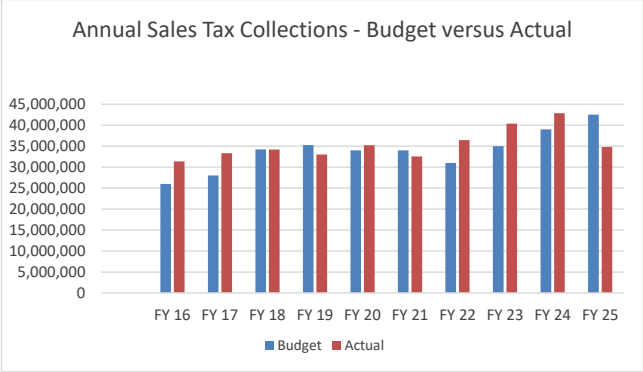
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2024	FY 2025	DIFF	%
OCTOBER	$ 3,129,605	$ 2,590,598	$ (539,007)	-17.22%
NOVEMBER	$ 3,258,002	$ 3,352,546	$ 94,544	2.90%
DECEMBER	$ 4,222,460	$ 4,567,501	$ 345,041	8.17%
JANUARY	$ 3,336,617	$ 3,154,249	$ (182,368)	-5.47%
FEBRUARY	$ 3,005,923	$ 3,070,480	$ 64,557	2.15%
MARCH	$ 3,699,623	$ 3,819,082	$ 119,459	3.23%
APRIL	$ 3,422,540	$ 3,485,677	$ 63,137	1.84%
MAY	$ 3,365,688	$ 3,594,018	$ 228,330	6.78%
JUNE	$ 3,946,694	$ 3,690,961	$ (255,733)	-6.48%
JULY	$ 4,050,506	$ 3,476,058	$ (574,448)	-14.18%
AUGUST	$ 3,480,157		$ (3,480,157)	-100.00%
SEPTEMBER	$ 3,929,890		$ (3,929,890)	-100.00%
TOTAL	$ 42,847,704	$ 34,801,170	$ (8,046,535)	-218.27%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitted	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
OCT / DEC	2,173,364	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605	2,590,598
NOV / JAN	2,236,932	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002	3,352,546
DEC / FEB	3,183,078	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460	4,567,501
JAN / MAR	2,603,433	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617	3,154,249
FEB / APR	2,299,393	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923	3,070,480
MAR / MAY	2,864,527	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623	3,819,082
APR / JUN	2,689,329	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540	3,485,677
MAY / JUL	2,694,989	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688	3,594,018
JUN / AUG	3,015,791	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694	3,690,961
JUL / SEPT	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506	3,476,058
AUG / OCT	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157	-
SEP / NOV	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890	-



SALES TAX BY FISCAL YEAR

	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
Budget	26,000,000	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000	42,500,000
Actual	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,704	34,801,170

Aggregate Revenue for Year 2025

10/01/2024 thru 09/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	118,515,798	(3,498,234)	115,017,564	111,740,771	(3,276,793)
Other Constitutional Tax	42,500,000	-	42,500,000	34,801,170	(7,698,830)
Penalty and Interest	720,000	-	720,000	765,688	45,688
Licenses and Permits	2,315,500	260,000	2,575,500	2,448,095	(127,405)
Grant Revenue	488,000	-	488,000	273,577	(214,423)
Shared Revenue	641,001	-	641,001	710,172	69,171
Fees of Office	6,733,400	-	6,733,400	7,180,246	446,846
Library Revenue Fees	68,075	-	68,075	55,468	(12,607)
Legislative Fees	967,596	-	967,596	1,039,344	71,748
Other Fees	865,000	-	865,000	763,678	(101,322)
Fines and Forfeitures	2,244,500	450,000	2,694,500	2,727,268	32,768
Investment Income	3,831,786	2,260,000	6,091,786	5,181,818	(909,968)
Sale of Assets	21,000	-	21,000	98,721	77,721
Contributions	-	1,300	1,300	4,652	3,352
Miscellaneous Revenue	2,416,470	1,155,882	3,572,352	3,735,779	163,427
Transfers	-	-	-	31,657	31,657
Total Fund: 10000	**182,328,126**	**628,948**	**182,957,074**	**171,558,104**	**(11,398,970)**
Fund: 10200-Juv Prob Fees					
Other Fees	5,500	-	5,500	742	(4,758)
Investment Income	1,200	-	1,200	484	(716)
Total Fund: 10200	**6,700**	**-**	**6,700**	**1,226**	**(5,474)**
Fund: 10300-Unclaimed Juvenile Restitution					
Fines and Forfeitures	-	-	-	26	26
Total Fund: 10300	**-**	**-**	**-**	**26**	**26**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	965	965	1,629	664
Contributions	-	59,700	59,700	59,700	-
Total Fund: 10340	**-**	**60,665**	**60,665**	**61,329**	**664**
Fund: 10350-Sheriff Special Response Team					
Investment Income	1,000	-	1,000	351	(649)
Transfers	20,000	-	20,000	-	(20,000)
Total Fund: 10350	**21,000**	**-**	**21,000**	**351**	**(20,649)**
Fund: 10351-Sheriff Drone Team					
Transfers	15,000	-	15,000	-	(15,000)
Total Fund: 10351	**15,000**	**-**	**15,000**	**-**	**(15,000)**
Fund: 10352-Sheriff Marine Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10352	**10,000**	**-**	**10,000**	**-**	**(10,000)**
Fund: 10353-Sheriff Dive Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10353	**10,000**	**-**	**10,000**	**-**	**(10,000)**
Fund: 10400-Env Health-Retail Food Permits					

Aggregate Revenue for Year 2025

10/01/2024 thru 09/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Licenses and Permits	15,500	-	15,500	123,100	107,600
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**135,500**	**-**	**135,500**	**123,100**	**(12,400)**
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	197	197
Investment Income	40,000	-	40,000	33,561	(6,439)
Total Fund: 10500	**40,000**	**-**	**40,000**	**33,758**	**(6,242)**
Fund: 10600-Fire Training Field					
Investment Income	800	-	800	506	(294)
Total Fund: 10600	**800**	**-**	**800**	**506**	**(294)**
Fund: 10700-Parks Special Events					
Investment Income	1,500	-	1,500	954	(546)
Contributions	2,000	-	2,000	1,495	(505)
Total Fund: 10700	**3,500**	**-**	**3,500**	**2,449**	**(1,051)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	1,200	-	1,200	1,094	(106)
Investment Income	-	-	-	388	388
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**1,200**	**-**	**1,200**	**1,482**	**282**
Fund: 10850-CPS-Donations					
Investment Income	1,500	-	1,500	1,502	2
Contributions	4,000	-	4,000	12,969	8,969
Total Fund: 10850	**5,500**	**-**	**5,500**	**14,471**	**8,971**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,675,463	-	39,675,463	38,524,516	(1,150,947)
Penalty and Interest	264,000	-	264,000	278,000	14,000
Grant Revenue	80,000	-	80,000	83,903	3,903
Shared Revenue	2,800,000	-	2,800,000	3,461,250	661,250
Fees of Office	18,000	-	18,000	228,997	210,997
Road and Bridge Fees	810,000	-	810,000	982,405	172,405
Other Fees	-	-	-	368	368
Investment Income	1,000,000	-	1,000,000	1,756,082	756,082
Sale of Assets	-	-	-	246,488	246,488
Contributions	-	19,556,147	19,556,147	19,556,145	(2)
Miscellaneous Revenue	500,000	-	500,000	1,130,440	630,440
Total Fund: 20000	**45,147,463**	**19,556,147**	**64,703,610**	**66,248,594**	**1,544,984**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	4	4
Total Fund: 20500	**-**	**-**	**-**	**4**	**4**
Fund: 39800-Law Library					
Legislative Fees	190,000	-	190,000	229,823	39,823
Investment Income	28,000	-	28,000	8,839	(19,161)
Miscellaneous Revenue	10,500	-	10,500	11,261	761

Aggregate Revenue for Year 2025

10/01/2024 thru 09/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Transfers	70,000	-	70,000	70,000	-
Total Fund: 39800	**298,500**	**-**	**298,500**	**319,923**	**21,423**
Fund: 39900-Mosquito Control District					
Tax Revenue	2,757,990	-	2,757,990	2,681,043	(76,947)
Penalty and Interest	13,700	-	13,700	17,399	3,699
Fees of Office	-	-	-	-	-
Investment Income	100,000	-	100,000	47,378	(52,622)
Sale of Assets	-	-	-	2,224	2,224
Total Fund: 39900	**2,871,690**	**-**	**2,871,690**	**2,748,044**	**(123,646)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	1,125,260	-	1,125,260	1,093,064	(32,196)
Penalty and Interest	7,000	-	7,000	7,917	917
Investment Income	55,000	-	55,000	52,656	(2,344)
Total Fund: 41000	**1,187,260**	**-**	**1,187,260**	**1,153,637**	**(33,623)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,035,397	-	2,035,397	1,977,518	(57,879)
Penalty and Interest	13,000	-	13,000	14,613	1,613
Investment Income	10,000	-	10,000	12,738	2,738
Total Fund: 42000	**2,058,397**	**-**	**2,058,397**	**2,004,869**	**(53,528)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	672,949	-	672,949	654,673	(18,276)
Penalty and Interest	5,200	-	5,200	5,357	157
Investment Income	47,000	-	47,000	22,470	(24,530)
Total Fund: 42100	**725,149**	**-**	**725,149**	**682,500**	**(42,649)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	3,600,667	-	3,600,667	3,499,845	(100,822)
Penalty and Interest	16,225	-	16,225	21,629	5,404
Investment Income	260,000	-	260,000	98,023	(161,977)
Total Fund: 42200	**3,876,892**	**-**	**3,876,892**	**3,619,497**	**(257,395)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	793	793
Penalty and Interest	-	-	-	659	659
Total Fund: 44000	**-**	**-**	**-**	**1,452**	**1,452**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	2,554,065	-	2,554,065	2,478,710	(75,355)
Penalty and Interest	24,000	-	24,000	21,280	(2,720)
Investment Income	200,000	-	200,000	122,846	(77,154)
Total Fund: 45000	**2,778,065**	**-**	**2,778,065**	**2,622,836**	**(155,229)**

Aggregate Revenue for Year 2025

10/01/2024 thru 09/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	1	1
Sale of Assets	-	-	-	543	543
Miscellaneous Revenue	-	-	-	1	1
Enterprise Revenue	3,867,411	-	3,867,411	3,005,959	(861,452)
Total Fund: 60500	**3,867,411**	**-**	**3,867,411**	**3,006,503**	**(860,908)**
Report Total	**245,388,153**	**20,245,760**	**265,633,913**	**254,204,661**	**(11,429,252)**

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	838,242	-	838,242	(637,573)	(819,972)	(619,303)	174%
Operating Expenditures	54,300	86	54,386	(2,026)	(28,071)	24,289	55%
	892,542	86	892,628	(639,598)	(848,043)	(595,014)	167%
10100 Comm. South Service Center							
Salaries & Benefits	462,051	-	462,051	(334,026)	(457,356)	(329,331)	171%
Operating Expenditures	11,775	175	11,950	(341)	(5,685)	5,924	50%
	473,826	175	474,001	(334,366)	(463,041)	(323,407)	168%
10200 Comm. Central Service Center							
Salaries & Benefits	487,858	-	487,858	(332,172)	(469,292)	(313,606)	164%
Operating Expenditures	8,900	-	8,900	-	(1,980)	6,920	22%
	496,758	-	496,758	(332,172)	(471,272)	(306,686)	162%
10300 Comm. North Service Center							
Salaries & Benefits	521,321	-	521,321	(350,957)	(475,589)	(305,224)	159%
Operating Expenditures	12,471	197	12,668	(550)	(10,400)	1,718	86%
	533,792	197	533,989	(351,507)	(485,989)	(303,506)	157%
10400 Comm. West Service Center							
Salaries & Benefits	513,794	-	513,794	(359,193)	(513,026)	(358,425)	170%
Operating Expenditures	26,400	-	26,400	(49)	(5,936)	20,415	23%
	540,194	-	540,194	(359,242)	(518,962)	(338,010)	163%
12000 County Clerk							
Salaries & Benefits	3,180,005	-	3,180,005	(2,126,787)	(3,108,823)	(2,055,605)	165%
Operating Expenditures	51,800	282	52,082	(6,152)	(44,403)	1,527	97%
	3,231,805	282	3,232,087	(2,132,939)	(3,153,226)	(2,054,078)	164%
13000 Veteran's Service							
Salaries & Benefits	255,625	-	255,625	(198,777)	(254,015)	(197,167)	177%
Operating Expenditures	8,550	43	8,593	(212)	(4,550)	3,831	55%
	264,175	43	264,218	(198,989)	(258,565)	(193,336)	173%
14000 Emergency Management							
Salaries & Benefits	480,256	4,000	484,256	(343,999)	(482,627)	(342,370)	171%
Operating Expenditures	55,600	(1,121)	54,479	(3,952)	(22,097)	28,431	48%
	535,856	2,879	538,735	(347,951)	(504,724)	(313,939)	158%
14900 Non-Departmental							
Salaries & Benefits	-	-	-	-	-	-	0%
Operating Expenditures	9,624,597	(488,956)	9,135,641	(102,555)	(7,979,122)	1,053,963	88%
Capital	5,000	(5,000)	-	56,920	(56,920)	-	0%
Transfers	1,600,000	-	1,600,000	-	(339,404)	1,260,596	21%
	11,229,597	(493,956)	10,735,641	(45,635)	(8,375,446)	2,314,560	78%
15001 County Court at Law 1							
Salaries & Benefits	485,447	21,800	507,247	(380,566)	(506,871)	(380,190)	175%
Operating Expenditures	287,275	76,000	363,275	(1,443)	(363,151)	(1,319)	100%
	772,722	97,800	870,522	(382,009)	(870,021)	(381,509)	144%
15002 County Court at Law 2							
Salaries & Benefits	490,187	-	490,187	(369,807)	(477,434)	(357,054)	173%
Operating Expenditures	349,530	116,000	465,530	(335)	(440,561)	24,634	95%
	839,717	116,000	955,717	(370,142)	(917,995)	(332,420)	135%
15003 County Court at Law 3							
Salaries & Benefits	501,707	18,300	520,007	(406,955)	(520,177)	(407,125)	178%
Operating Expenditures	308,059	79,000	387,059	(312)	(374,298)	12,449	97%
	809,766	97,300	907,066	(407,267)	(894,475)	(394,675)	144%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
15004 County Court at Law 4							
Salaries & Benefits	536,677	4,300	540,977	(406,955)	(540,705)	(406,683)	175%
Operating Expenditures	365,200	53,000	418,200	815	(429,764)	(10,749)	103%
	901,877	57,300	959,177	(406,140)	(970,469)	(417,432)	144%
15900 Probate Court Investigations							
Salaries & Benefits	201,090	200	201,290	(141,195)	(201,098)	(141,003)	170%
Operating Expenditures	5,044	-	5,044	(148)	(3,616)	1,279	75%
	206,134	200	206,334	(141,343)	(204,714)	(139,723)	168%
16000 District Courts							
Salaries & Benefits	909,193	70,000	979,193	(703,061)	(976,261)	(700,129)	172%
Operating Expenditures	223,100	(74,980)	148,120	(3,062)	(97,140)	47,918	68%
	1,132,293	(4,980)	1,127,313	(706,123)	(1,073,401)	(652,211)	158%
16023 District Court-23rd							
Salaries & Benefits	24,805	(24,805)	-	-	-	-	0%
	24,805	(24,805)	-	-	-	-	0%
16149 District Court-149th							
Salaries & Benefits	306,577	1,050	307,627	(228,054)	(307,796)	(228,223)	174%
Operating Expenditures	636,500	280,000	916,500	-	(1,103,711)	(187,211)	120%
	943,077	281,050	1,224,127	(228,054)	(1,411,507)	(415,434)	134%
16239 District Court-239th							
Salaries & Benefits	310,025	-	310,025	(228,054)	(309,191)	(227,220)	173%
Operating Expenditures	755,000	130,000	885,000	-	(863,034)	21,966	98%
	1,065,025	130,000	1,195,025	(228,054)	(1,172,225)	(205,254)	117%
16300 District Court-300th							
Salaries & Benefits	322,404	1,050	323,454	(228,054)	(323,244)	(227,843)	170%
Operating Expenditures	610,000	33,000	643,000	-	(645,538)	(2,538)	100%
Transfers	450,000	-	450,000	-	(351,740)	98,260	78%
	1,382,404	34,050	1,416,454	(228,054)	(1,320,521)	(132,121)	109%
16412 District Court-412th							
Salaries & Benefits	320,350	1,050	321,400	(228,054)	(321,274)	(227,928)	171%
Operating Expenditures	1,030,000	40,000	1,070,000	-	(1,044,021)	25,979	98%
	1,350,350	41,050	1,391,400	(228,054)	(1,365,296)	(201,949)	115%
16461 District Court-461st							
Salaries & Benefits	305,330	1,350	306,680	(228,054)	(306,949)	(228,323)	174%
Operating Expenditures	365,000	483,000	848,000	-	(800,938)	47,062	94%
	670,330	484,350	1,154,680	(228,054)	(1,107,888)	(181,262)	116%
17000 District Clerk							
Salaries & Benefits	3,311,231	-	3,311,231	(2,252,710)	(3,235,295)	(2,176,773)	166%
Operating Expenditures	82,200	1,907	84,107	(11,080)	(50,382)	22,645	73%
	3,393,431	1,907	3,395,338	(2,263,789)	(3,285,677)	(2,154,128)	163%
18110 Justice of the Peace 1,1							
Salaries & Benefits	614,670	-	614,670	(407,459)	(589,725)	(382,514)	162%
Operating Expenditures	23,183	-	23,183	(4,564)	(10,986)	7,633	67%
	637,853	-	637,853	(412,023)	(600,711)	(374,882)	159%
18120 Justice of the Peace 1,2							
Salaries & Benefits	637,663	-	637,663	(419,014)	(627,421)	(408,772)	164%
Operating Expenditures	93,500	-	93,500	(5,570)	(82,443)	5,487	94%
	731,163	-	731,163	(424,584)	(709,864)	(403,286)	155%
18210 Justice of the Peace 2,1							
Salaries & Benefits	606,905	-	606,905	(398,673)	(579,115)	(370,883)	161%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	15,440	-	15,440	(12)	(9,739)	5,688	63%
	622,345	-	622,345	(398,685)	(588,855)	(365,195)	159%
18220 Justice of the Peace 2,2							
Salaries & Benefits	614,145	-	614,145	(375,879)	(609,645)	(371,379)	160%
Operating Expenditures	22,700	-	22,700	(1,304)	(9,141)	12,254	46%
	636,845	-	636,845	(377,183)	(618,787)	(359,125)	156%
18310 Justice of the Peace 3,1							
Salaries & Benefits	547,118	-	547,118	(362,316)	(488,033)	(303,231)	155%
Operating Expenditures	17,900	-	17,900	(618)	(7,004)	10,278	43%
	565,018	-	565,018	(362,934)	(495,038)	(292,954)	152%
18320 Justice of the Peace 3,2							
Salaries & Benefits	526,866	-	526,866	(353,828)	(503,811)	(330,772)	163%
Operating Expenditures	17,900	182	18,082	(6,936)	(8,361)	2,784	85%
	544,766	182	544,948	(360,764)	(512,172)	(327,988)	160%
18410 Justice of the Peace 4,1							
Salaries & Benefits	612,643	-	612,643	(405,296)	(604,817)	(397,470)	165%
Operating Expenditures	17,550	31	17,581	(1,179)	(8,557)	7,845	55%
	630,193	31	630,224	(406,475)	(613,374)	(389,625)	162%
18420 Justice of the Peace 4,2							
Salaries & Benefits	703,564	200	703,764	(466,391)	(704,176)	(466,803)	166%
Operating Expenditures	51,450	-	51,450	(14,172)	(23,674)	13,604	74%
	755,014	200	755,214	(480,563)	(727,850)	(453,199)	160%
19000 Judicial Miscellaneous							
Salaries & Benefits	432,105	-	432,105	(367,327)	(345,241)	(280,463)	165%
Operating Expenditures	1,885,750	730,000	2,615,750	(26,285)	(2,366,144)	223,320	91%
Transfers	250,000	-	250,000	-	(282,815)	(32,815)	113%
	2,567,855	730,000	3,297,855	(393,613)	(2,994,200)	(89,958)	103%
19100 Indigent Defense							
Salaries & Benefits	255,479	2,000	257,479	(173,130)	(257,376)	(173,027)	167%
Operating Expenditures	6,671	-	6,671	144	(5,360)	1,455	78%
	262,150	2,000	264,150	(172,986)	(262,737)	(171,572)	165%
19200 Bail Bond Board							
Salaries & Benefits	148,776	4,000	152,776	(102,604)	(151,796)	(101,624)	167%
Operating Expenditures	5,500	-	5,500	(578)	(1,327)	3,596	35%
	154,276	4,000	158,276	(103,181)	(153,123)	(98,028)	162%
19300 District Attorney							
Salaries & Benefits	10,631,812	31,366	10,663,178	(7,812,837)	(10,644,200)	(7,793,859)	173%
Operating Expenditures	208,700	15,891	224,591	(4,064)	(165,753)	54,774	76%
Debt Services	-	51,000	51,000	-	(50,240)	760	99%
Capital	202,268	112,977	315,245	111,784	(425,102)	1,927	99%
Transfers	132,000	-	132,000	-	(342,177)	(210,177)	259%
	11,174,780	211,234	11,386,014	(7,705,117)	(11,627,473)	(7,946,575)	170%
19900 Law Library							
Transfers	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
20100 County Auditor							
Salaries & Benefits	2,315,622	-	2,315,622	(1,645,581)	(2,283,823)	(1,613,782)	170%
Operating Expenditures	19,450	52	19,502	(8,725)	(8,302)	2,475	87%
	2,335,072	52	2,335,124	(1,654,306)	(2,292,125)	(1,611,307)	169%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
20200 Purchasing							
Salaries & Benefits	852,133	-	852,133	(606,731)	(849,986)	(604,584)	171%
Operating Expenditures	41,100	12	41,112	(7,155)	(27,938)	6,019	85%
	893,233	12	893,245	(613,886)	(877,924)	(598,565)	167%
20300 County Treasurer							
Salaries & Benefits	421,675	800	422,475	(299,715)	(421,829)	(299,069)	171%
Operating Expenditures	92,670	100	92,770	(19,375)	(63,152)	10,243	89%
	514,345	900	515,245	(319,090)	(484,981)	(288,826)	156%
20400 Human Resources							
Salaries & Benefits	1,083,820	(25,000)	1,058,820	(824,809)	(1,028,674)	(794,663)	175%
Operating Expenditures	117,817	42,577	160,394	(20,752)	(132,744)	6,898	96%
	1,201,637	17,577	1,219,214	(845,561)	(1,161,418)	(787,766)	165%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,434,945	-	4,434,945	(2,957,838)	(4,231,963)	(2,754,856)	162%
Operating Expenditures	207,700	152	207,852	2,337	(203,780)	6,409	97%
Capital	37,350	3,000	40,350	-	(40,350)	-	100%
	4,679,995	3,152	4,683,147	(2,955,501)	(4,476,093)	(2,748,447)	159%
22000 Information Systems							
Salaries & Benefits	3,965,218	-	3,965,218	(2,861,870)	(3,912,744)	(2,809,396)	171%
Operating Expenditures	7,995,303	(1,177,474)	6,817,829	(1,075,017)	(5,230,737)	512,075	92%
Debt Services	290,000	1,462,000	1,752,000	-	(1,320,377)	431,623	75%
Capital	436,200	725,171	1,161,371	18,045	(1,175,491)	3,925	100%
Transfers	-	-	-	-	(30,964)	(30,964)	0%
	12,686,721	1,009,697	13,696,418	(3,918,842)	(11,670,314)	(1,892,738)	114%
23000 Appraisal District Assessment							
Operating Expenditures	1,136,080	-	1,136,080	-	(1,130,363)	5,717	99%
	1,136,080	-	1,136,080	-	(1,130,363)	5,717	99%
24000 Elections							
Salaries & Benefits	851,063	-	851,063	-	(792,142)	58,921	93%
Operating Expenditures	448,850	-	448,850	(5,845)	(314,633)	128,373	71%
Capital	24,000	-	24,000	-	(11,800)	12,200	49%
	1,323,913	-	1,323,913	(5,845)	(1,118,575)	199,494	85%
25000 Facilities Management							
Salaries & Benefits	2,461,823	(70,000)	2,391,823	(1,715,656)	(2,357,190)	(1,681,023)	170%
Operating Expenditures	3,429,400	(182,875)	3,246,525	(31,542)	(2,994,945)	220,038	93%
Debt Services	-	79,000	79,000	-	-	79,000	0%
Capital	335,000	254,000	589,000	(363,764)	(215,782)	9,455	98%
	6,226,223	80,125	6,306,348	(2,110,961)	(5,567,917)	(1,372,530)	122%
26000 Property Insurance							
Operating Expenditures	2,600,000	-	2,600,000	-	(2,380,276)	219,724	92%
	2,600,000	-	2,600,000	-	(2,380,276)	219,724	92%
30000 County Sheriff							
Salaries & Benefits	23,040,266	836,625	23,876,891	(17,224,514)	(23,719,690)	(17,067,313)	171%
Operating Expenditures	3,269,000	(521,221)	2,747,779	(73,285)	(2,446,595)	227,899	92%
Debt Services	-	951,000	951,000	-	(892,796)	58,205	94%
Capital	1,241,550	3,607,000	4,848,550	(28,888)	(4,705,247)	114,414	98%
Transfers	55,000	-	55,000	-	(124,309)	(69,309)	226%
	27,605,816	4,873,404	32,479,220	(17,326,688)	(31,888,637)	(16,736,105)	152%
30100 Animal Control							
Salaries & Benefits	592,660	13,875	606,535	(371,259)	(613,109)	(377,833)	162%
Operating Expenditures	87,500	6,125	93,625	(8,572)	(73,221)	11,833	87%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Capital	52,000	3,856	55,856	-	(49,766)	6,090	89%
	732,160	23,856	756,016	(379,830)	(736,096)	(359,910)	148%
30200 Crime Lab							
Salaries & Benefits	716,055	65,000	781,055	(600,651)	(765,472)	(585,068)	175%
Operating Expenditures	315,000	(5,590)	309,410	(14,184)	(226,009)	69,217	78%
Capital	25,000	5,590	30,590	-	(30,589)	1	100%
	1,056,055	65,000	1,121,055	(614,835)	(1,022,070)	(515,850)	146%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	232,533	-	232,533	(194,488)	(231,974)	(193,929)	183%
Operating Expenditures	1,550	-	1,550	-	(72)	1,478	5%
	234,083	-	234,083	(194,488)	(232,045)	(192,450)	182%
32100 Constable-Precinct 1							
Salaries & Benefits	1,166,529	100,000	1,266,529	(736,011)	(1,259,112)	(728,594)	158%
Operating Expenditures	265,539	(10,512)	255,027	26,327	(275,181)	6,172	98%
Capital	-	-	-	67,083	(67,083)	-	0%
	1,432,068	89,488	1,521,556	(642,601)	(1,601,376)	(722,422)	147%
32200 Constable-Precinct 2							
Salaries & Benefits	1,061,806	-	1,061,806	(717,497)	(1,076,811)	(732,502)	169%
Operating Expenditures	233,400	(13,716)	219,684	23,828	(212,773)	30,739	86%
Capital	-	13,716	13,716	-	(13,716)	-	100%
	1,295,206	-	1,295,206	(693,669)	(1,303,300)	(701,763)	154%
32300 Constable-Precinct 3							
Salaries & Benefits	1,126,588	-	1,126,588	(752,559)	(1,027,475)	(653,446)	158%
Operating Expenditures	257,800	65,036	322,836	(47,636)	(184,827)	90,372	72%
Capital	179,700	(64,870)	114,830	70,018	(184,848)	-	100%
	1,564,088	166	1,564,254	(730,178)	(1,397,150)	(563,074)	136%
32400 Constable-Precinct 4							
Salaries & Benefits	1,906,710	40,000	1,946,710	(1,380,604)	(1,958,365)	(1,392,259)	172%
Operating Expenditures	228,500	(39,346)	189,154	(1,831)	(180,806)	6,517	97%
Capital	51,250	39,698	90,948	149,172	(240,120)	-	100%
	2,186,460	40,352	2,226,812	(1,233,263)	(2,379,292)	(1,385,742)	162%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	117,244	-	117,244	-	(72,875)	44,369	62%
Operating Expenditures	66,110	-	66,110	(3,054)	(49,780)	13,276	80%
Capital	-	-	-	54,305	(54,305)	-	0%
	183,354	-	183,354	51,251	(176,960)	57,644	69%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
34100 Fire Protection							
Salaries & Benefits	65,468	800	66,268	(42,371)	(65,553)	(41,656)	163%
Operating Expenditures	558,000	-	558,000	-	(546,799)	11,201	98%
	623,468	800	624,268	(42,371)	(612,352)	(30,455)	105%
34200 Fire Marshal							
Transfers	310,000	-	310,000	-	-	310,000	0%
	310,000	-	310,000	-	-	310,000	0%
35000 Detention Center							
Salaries & Benefits	15,609,080	1,338,750	16,947,830	(10,805,318)	(16,735,800)	(10,593,288)	163%
Operating Expenditures	9,540,000	130,250	9,670,250	(270,542)	(8,210,794)	1,188,915	88%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Capital	196,000	300,000	496,000	(17,903)	(241,027)	237,070	52%
	25,345,080	1,769,000	27,114,080	(11,093,763)	(25,187,620)	(9,167,304)	134%
36000 Juvenile Probation							
Salaries & Benefits	8,671,867	(520,000)	8,151,867	(5,894,725)	(7,467,352)	(5,210,210)	164%
Operating Expenditures	1,547,201	4,340	1,551,541	(152,954)	(1,282,671)	115,916	93%
Capital	50,000	-	50,000	16,700	(66,180)	520	99%
Transfers	610,000	-	610,000	-	-	610,000	0%
	10,879,068	(515,660)	10,363,408	(6,030,979)	(8,816,202)	(4,483,774)	143%
40000 Adult Probation							
Operating Expenditures	266,350	117,830	384,180	(7,691)	(349,341)	27,148	93%
Transfers	92,000	-	92,000	-	(40,000)	52,000	43%
	358,350	117,830	476,180	(7,691)	(389,341)	79,148	83%
45000 Health							
Salaries & Benefits	599,975	379,882	979,857	(743,362)	(972,475)	(735,981)	175%
Operating Expenditures	94,600	392	94,992	(8,104)	(75,414)	11,474	88%
Transfers	2,000	-	2,000	-	(2,655)	(655)	133%
	696,575	380,274	1,076,849	(751,466)	(1,050,544)	(725,161)	167%
45200 Indigent Health Care							
Salaries & Benefits	200,900	-	200,900	(133,793)	(186,970)	(119,863)	160%
Operating Expenditures	2,439,605	(509,265)	1,930,340	(1,371)	(1,356,737)	572,232	70%
	2,640,505	(509,265)	2,131,240	(135,164)	(1,543,707)	452,369	79%
45300 Water Lab							
Salaries & Benefits	232,751	-	232,751	(158,527)	(218,279)	(144,055)	162%
Operating Expenditures	54,450	6,618	61,068	(2,325)	(58,155)	587	99%
	287,201	6,618	293,819	(160,851)	(276,435)	(143,467)	149%
46000 Children Protective Services							
Operating Expenditures	94,400	-	94,400	(1,924)	(63,514)	28,962	69%
Transfers	40,000	-	40,000	-	(41,048)	(1,048)	103%
	134,400	-	134,400	(1,924)	(104,562)	27,914	79%
47000 Environmental Health							
Salaries & Benefits	1,423,159	-	1,423,159	(864,817)	(1,378,564)	(820,222)	158%
Operating Expenditures	98,090	2,470	100,560	18,289	(50,347)	68,502	32%
Transfers	120,000	-	120,000	-	-	120,000	0%
	1,641,249	2,470	1,643,719	(846,528)	(1,428,911)	(631,720)	138%
49000 County Welfare							
Salaries & Benefits	60,688	22,000	82,688	(38,841)	(78,701)	(34,854)	142%
Operating Expenditures	13,400	-	13,400	(204)	(7,587)	5,609	58%
	74,088	22,000	96,088	(39,045)	(86,289)	(29,245)	130%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(268,800)	-	100%
	268,800	-	268,800	-	(268,800)	-	100%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%
53000 Marine Protection Service							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
55000 Library Administration							
Salaries & Benefits	6,973,810	(30,000)	6,943,810	(4,909,235)	(6,918,873)	(4,884,298)	170%
Operating Expenditures	1,699,338	113,457	1,812,795	(58,752)	(1,731,394)	22,649	99%
Debt Services	-	42,000	42,000	-	(41,049)	951	98%
Capital	209,419	(88,419)	121,000	-	(120,324)	676	99%
	8,882,567	37,038	8,919,605	(4,967,987)	(8,811,640)	(4,860,022)	154%
56000 Parks							
Salaries & Benefits	4,013,411	-	4,013,411	(2,908,013)	(3,943,326)	(2,837,927)	171%
Operating Expenditures	1,357,050	149,764	1,506,814	(152,446)	(1,322,440)	31,929	98%
Capital	630,000	(144,149)	485,851	239,382	(726,017)	(784)	100%
Transfers	-	-	-	-	(13,223)	(13,223)	0%
	6,000,461	5,615	6,006,076	(2,821,076)	(6,005,006)	(2,820,005)	147%
57000 Fairgrounds							
Salaries & Benefits	76,930	300	77,230	(63,764)	(77,052)	(63,586)	182%
Operating Expenditures	285,540	-	285,540	(17,394)	(252,969)	15,177	95%
Capital	775,000	(733,706)	41,294	-	(41,294)	-	100%
	1,137,470	(733,406)	404,064	(81,158)	(371,316)	(48,410)	112%
58000 Museum							
Salaries & Benefits	646,493	(74,000)	572,493	(450,832)	(574,147)	(452,486)	179%
Operating Expenditures	26,932	(6,293)	20,639	(2,242)	(13,992)	4,405	79%
Capital	325,302	25,500	350,802	(249,392)	(101,165)	246	100%
	998,727	(54,793)	943,934	(702,466)	(689,304)	(447,836)	147%
60000 Agriculture Extension							
Salaries & Benefits	524,775	-	524,775	(386,519)	(518,420)	(380,164)	172%
Operating Expenditures	58,700	3,105	61,805	(5,293)	(56,474)	38	100%
	583,475	3,105	586,580	(391,812)	(574,894)	(380,126)	165%
65000 Flood Plain Administrator							
Salaries & Benefits	326,999	-	326,999	(199,572)	(311,859)	(184,431)	156%
Operating Expenditures	12,400	3,073	15,473	(463)	(12,931)	2,078	87%
Capital	-	49,895	49,895	-	(49,895)	-	100%
	339,399	52,968	392,367	(200,035)	(374,685)	(182,353)	146%
Total Fund: 10000	**182,328,126**	**8,556,950**	**190,885,076**	**(84,620,196)**	**(178,334,162)**	**(72,069,283)**	**138%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Operating Expenditures	-	25,000	25,000	(311)	(7,640)	17,049	32%
Capital	-	-	-	(16,984)	-	(16,984)	0%
	-	25,000	25,000	(17,295)	(7,640)	65	100%
57000 Fairgrounds							
Operating Expenditures	-	75,000	75,000	(6,550)	(5,929)	62,521	17%
Capital	-	658,706	658,706	(521,959)	(143,112)	(6,365)	101%
	-	733,706	733,706	(528,509)	(149,041)	56,156	92%
Total Fund: 10100	**-**	**758,706**	**758,706**	**(545,803)**	**(156,682)**	**56,221**	**93%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	9,300	-	9,300	(1,230)	(6,558)	1,512	84%
Capital	-	2,700	2,700	-	(2,691)	9	100%
	9,300	2,700	12,000	(1,230)	(9,249)	1,521	87%
Total Fund: 10200	**9,300**	**2,700**	**12,000**	**(1,230)**	**(9,249)**	**1,521**	**87%**
Fund: 10340-Constable 4 Marine Team							

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
32400 Constable-Precinct 4							
Capital	-	60,665	60,665	(54,280)	(6,300)	85	100%
	-	60,665	60,665	(54,280)	(6,300)	85	100%
Total Fund: 10340	**-**	**60,665**	**60,665**	**(54,280)**	**(6,300)**	**85**	**100%**
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	(9,482)	(6,357)	4,161	79%
	20,000	-	20,000	(9,482)	(6,357)	4,161	79%
35000 Detention Center							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10350	**20,000**	**-**	**20,000**	**(9,482)**	**(6,357)**	**4,161**	**79%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	15,000	-	15,000	(750)	(13,620)	631	96%
	15,000	-	15,000	(750)	(13,620)	631	96%
Total Fund: 10351	**15,000**	**-**	**15,000**	**(750)**	**(13,620)**	**631**	**96%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	10,000	20	10,020	-	(10,002)	18	100%
	10,000	20	10,020	-	(10,002)	18	100%
Total Fund: 10352	**10,000**	**20**	**10,020**	**-**	**(10,002)**	**18**	**100%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	10,000	(20)	9,980	-	(9,953)	27	100%
	10,000	(20)	9,980	-	(9,953)	27	100%
Total Fund: 10353	**10,000**	**(20)**	**9,980**	**-**	**(9,953)**	**27**	**100%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,439	-	219,439	(133,022)	(214,834)	(128,417)	159%
	219,439	-	219,439	(133,022)	(214,834)	(128,417)	159%
Total Fund: 10400	**219,439**	**-**	**219,439**	**(133,022)**	**(214,834)**	**(128,417)**	**159%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	(789)	1,211	39%
	2,000	-	2,000	-	(789)	1,211	39%
Total Fund: 10600	**2,000**	**-**	**2,000**	**-**	**(789)**	**1,211**	**39%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(40)	(1,631)	328	84%
	2,000	-	2,000	(40)	(1,631)	328	84%
Total Fund: 10700	**2,000**	**-**	**2,000**	**(40)**	**(1,631)**	**328**	**84%**
Fund: 10710-Parks SFA Special Projects							

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	-	(906)	94	91%
	1,000	-	1,000	-	(906)	94	91%
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**(906)**	**94**	**91%**
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	23,600	-	23,600	-	(4,496)	19,104	19%
	23,600	-	23,600	-	(4,496)	19,104	19%
Total Fund: 10850	**23,600**	**-**	**23,600**	**-**	**(4,496)**	**19,104**	**19%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	10,000	10,000	20,000	-	(15,306)	4,694	77%
	10,000	10,000	20,000	-	(15,306)	4,694	77%
71000 RB South Service Center							
Salaries & Benefits	3,719,227	(293,000)	3,426,227	(2,525,097)	(3,474,870)	(2,573,740)	175%
Operating Expenditures	2,160,000	858,027	3,018,027	(452,858)	(2,587,234)	(22,064)	101%
Capital	164,732	(14,822)	149,910	33,535	(183,445)	-	100%
	6,043,959	550,205	6,594,164	(2,944,420)	(6,245,548)	(2,595,804)	139%
72000 RB Central Service Center							
Salaries & Benefits	3,678,418	(388,000)	3,290,418	(2,519,450)	(2,987,672)	(2,216,704)	167%
Operating Expenditures	2,160,000	(116)	2,159,884	(209,707)	(1,841,978)	108,199	95%
Capital	750,000	4,553,564	5,303,564	28,100	(5,332,061)	(396)	100%
	6,588,418	4,165,448	10,753,866	(2,701,057)	(10,161,711)	(2,108,902)	120%
73000 RB North Service Center							
Salaries & Benefits	3,595,365	(133,000)	3,462,365	(2,470,717)	(3,223,388)	(2,231,740)	164%
Operating Expenditures	2,180,000	276,700	2,456,700	(504,029)	(1,720,168)	232,504	91%
Capital	730,001	541,058	1,271,059	17,200	(1,268,951)	19,309	98%
	6,505,366	684,758	7,190,124	(2,957,546)	(6,212,506)	(1,979,927)	128%
74000 RB West Service Center							
Salaries & Benefits	3,813,972	(431,000)	3,382,972	(2,583,881)	(3,225,155)	(2,426,065)	172%
Operating Expenditures	2,160,000	139,755	2,299,755	(298,749)	(1,769,990)	231,016	90%
Capital	750,000	14,304,052	15,054,052	562,922	(16,669,973)	(1,052,999)	107%
	6,723,972	14,012,807	20,736,779	(2,319,708)	(21,665,118)	(3,248,048)	116%
75000 Engineer's Office							
Salaries & Benefits	2,323,311	-	2,323,311	(1,719,115)	(2,273,597)	(1,669,401)	172%
Operating Expenditures	1,392,267	592,253	1,984,520	(530,459)	(1,634,805)	(180,744)	109%
Capital	50,000	42,491	92,491	-	(45,884)	46,607	50%
Transfers	2,300,000	-	2,300,000	-	-	2,300,000	0%
	6,065,578	634,744	6,700,322	(2,249,573)	(3,954,286)	496,463	93%
Total Fund: 20000	**31,937,293**	**20,057,963**	**51,995,256**	**(13,172,304)**	**(48,254,475)**	**(9,431,523)**	**118%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	198,523	198,523	-	(162,379)	36,143	82%
Operating Expenditures	1,750,000	(553,000)	1,197,000	(139,421)	(689,804)	367,775	69%
Capital	-	-	-	-	-	-	0%
	1,750,000	(354,477)	1,395,523	(139,421)	(852,183)	403,918	71%
72000 RB Central Service Center							
Salaries & Benefits	-	415,889	415,889	-	(415,889)	-	100%

Budget to Actuals for Year 2025

10/1/2024 thru 9/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	1,750,000	274,900	2,024,900	(19,364)	(1,900,507)	105,029	95%
	1,750,000	690,789	2,440,789	(19,364)	(2,316,396)	105,029	96%
73000 RB North Service Center							
Salaries & Benefits	-	182,237	182,237	-	(197,060)	(14,823)	108%
Operating Expenditures	1,750,000	(164,900)	1,585,100	(360,561)	(458,110)	766,429	52%
	1,750,000	17,337	1,767,337	(360,561)	(655,169)	751,607	57%
74000 RB West Service Center							
Salaries & Benefits	-	448,351	448,351	-	(367,308)	81,043	82%
Operating Expenditures	1,750,000	65,000	1,815,000	(179,007)	(1,498,410)	137,583	92%
	1,750,000	513,351	2,263,351	(179,007)	(1,865,718)	218,626	90%
75000 Engineer's Office							
Operating Expenditures	1,250,000	(688,162)	561,838	167,877	(603,029)	126,686	77%
Capital	9,375,000	(1,732,096)	7,642,904	(2,302,051)	(2,756,659)	2,584,194	66%
	10,625,000	(2,420,258)	8,204,742	(2,134,174)	(3,359,688)	2,710,880	67%
Total Fund: 20500	**17,625,000**	**(1,553,258)**	**16,071,742**	**(2,832,527)**	**(9,049,155)**	**4,190,059**	**74%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	88,877	300	89,177	(61,956)	(89,011)	(61,790)	169%
Operating Expenditures	380,000	(971)	379,029	(24,666)	(266,810)	87,553	77%
	468,877	(671)	468,206	(86,622)	(355,821)	25,763	94%
22000 Information Systems							
Operating Expenditures	6,000	1,000	7,000	-	(6,467)	533	92%
	6,000	1,000	7,000	-	(6,467)	533	92%
Total Fund: 39800	**474,877**	**329**	**475,206**	**(86,622)**	**(362,288)**	**26,296**	**94%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	19,450	-	19,450	(956)	(13,539)	4,955	75%
	19,450	-	19,450	(956)	(13,539)	4,955	75%
49900 Mosquito Control							
Salaries & Benefits	1,428,300	-	1,428,300	(961,660)	(1,286,423)	(819,782)	157%
Operating Expenditures	1,550,900	62	1,550,962	(515,121)	(685,798)	350,043	77%
Capital	63,000	-	63,000	(375)	(52,860)	9,765	85%
	3,042,200	62	3,042,262	(1,477,156)	(2,025,081)	(459,975)	115%
Total Fund: 39900	**3,061,650**	**62**	**3,061,712**	**(1,478,112)**	**(2,038,619)**	**(455,020)**	**115%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	24,600	-	24,600	-	(23,602)	998	96%
	24,600	-	24,600	-	(23,602)	998	96%
90000 Airport							
Salaries & Benefits	1,250,143	-	1,250,143	(861,067)	(1,253,132)	(864,055)	169%
Operating Expenditures	2,893,102	316	2,893,418	(302,367)	(1,942,989)	648,062	78%
Capital	1,602,500	-	1,602,500	(198)	(80,828)	1,521,474	5%
Transfers	1,711,000	-	1,711,000	-	(11,111)	1,699,889	1%
	7,456,745	316	7,457,061	(1,163,632)	(3,288,060)	3,005,370	60%
Total Fund: 60500	**7,481,345**	**316**	**7,481,661**	**(1,163,632)**	**(3,311,661)**	**3,006,368**	**60%**
Report Total	**243,220,630**	**27,884,432**	**271,105,062**	**(104,098,000)**	**(241,785,179)**	**(74,778,117)**	**128%**

Balance Sheet for Year 2025

as of 9/30/2025

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2024

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(15,450,806)	7,149,765	(122,360)	396,014	(2,380,141)
Cash on Hand	34,980	100	200		100
Investments	64,629,892	36,338,391	136,860	448,955	
Accounts Receivable	1,876,268	1,972,033	244	38,427	188,988
Inventory	14,327	555,301		600,316	79,641
Due To-From	617,298				
Prepaid	3,748,500	14,058	(6)	(299)	8,990
Amt Provided/Gen LT Debt					2,144,967
Non-current Assets	18,019,757				
Capital Assets	10,144				12,435,599
	73,500,361	46,029,649	14,938	1,483,413	12,478,144
Liabilities					
Accounts Payable - Other	(2,728,366)	(1,710,010)	(1,477)	(16,870)	(84,519)
AP-State of Texas Court Costs	(616,538)				
AP-State of Texas Other Liab	(127,990)	(673)	(35)	(2)	(6)
AP-Governmental Entities	(1,495)				
AP-Payroll Liabilities	(3,868,698)	(533,956)	(2,856)	(39,267)	(42,117)
AP Due to Others	(778,222)				
Tax Office Liabilities	(6,902,157)				
Due to Agency Groups	(3,073,492)	(6,313,427)		(40,387)	(68,662)
Non Current Liabilities					(837,510)
	(18,096,958)	(8,558,066)	(4,369)	(96,526)	(1,032,813)
Fund Equity					
Fund Balance	(4,566,200)	(28,867,934)	(52,935)	(679,565)	(9,995,542)
Unassigned Fund Balance	(53,241,258)				
	(57,807,458)	(28,867,934)	(52,935)	(679,565)	(9,995,542)

Note: The total receivable from Brazoria County Toll Road Authority is $. The current presentation of this report only includes the General Fund and Road & Bridge portions.

Statement of Changes in Fund Balance

as of 9/30/2025

Fund	08/31/2025 Unaudited Fund Balance	Month Ending Sep 30, 2025 Receipts	Disbursements	Transfers In/ (Out)	09/30/2025 Unaudited Fund Balance
Fund 10000-General Fund	62,749,720	5,262,817	(13,393,800)	(130,021)	54,488,716
Fund 10100-General Fund - Construction	99,809	-	(145,476)	-	(45,668)
Fund 10200-Juv Prob Fees	7,821	20	-	-	7,841
Fund 10300-Unclaimed Juvenile Restitution	11,569	26	-	-	11,595
Fund 10340-Constable 4 Marine Team	61,183	146	(6,300)	-	55,029
Fund 10350-Sheriff Special Response Team	6,125	15	-	-	6,140
Fund 10351-Sheriff Drone Team	(13,620)	-	-	-	(13,620)
Fund 10352-Sheriff Marine Team	(8,976)	-	(1,025)	-	(10,002)
Fund 10353-Sheriff Dive Team	(9,953)	-	-	-	(9,953)
Fund 10400-Env Health-Retail Food Permits	(62,114)	10,210	(16,039)	-	(67,944)
Fund 10500-District Clerk Contingency	880,010	2,445	-	-	882,455
Fund 10600-Fire Training Field	14,011	33	(142)	-	13,903
Fund 10700-Parks Special Events	26,832	600	(180)	-	27,253
Fund 10710-Parks SFA Special Projects	11,537	28	(906)	-	10,659
Fund 10850-CPS-Donations	45,204	870	-	-	46,073
Total General Fund Group	63,819,157	5,277,209	(13,563,868)	(130,021)	55,402,477
Fund 20000-Road and Bridge Non-Construct	50,248,675	2,406,757	(5,506,354)	-	47,149,078
Fund 20500-Road and Bridge Construction	(8,749,103)	2	(928,393)	-	(9,677,494)
Total Road and Bridge Funds	41,499,572	2,406,759	(6,434,747)	-	37,471,583
Fund 39800-Law Library	(37,650)	25,331	(47,111)	70,000	10,570
Fund 39900-Mosquito Control District	1,550,027	8,312	(171,451)	-	1,386,887
Total Special Revenue Funds	1,512,377	33,642	(218,562)	70,000	1,397,457
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,274,816	5,011	-	-	1,279,827
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	92,572	2,751	-	-	95,323
Fund 42100-2018 Cert of Oblig-I,S	523,788	2,160	(550)	-	525,398
Fund 42200-2021 CO-Courthouse Campus I,S	1,543,402	7,944	-	-	1,551,346
Fund 44000-Toll Road-SH288-I&S	(92,138,139)	6,450	(2,096,414)	11,590,433	(82,637,670)
Fund 44100-Toll Road-288EXT-I&S	(30,072,719)	-	(652,531)	93,600	(30,631,650)
Fund 45000-Road Bonds-Mobility-I,S	2,660,501	9,938	(550)	-	2,669,889
Total Debt Service Funds	(116,115,778)	34,253	(2,750,045)	11,684,033	(107,147,538)

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Statement of Changes in Fund Balance

as of 9/30/2025

Fund 60500-Airport Operating	9,757,203	238,504	(305,324)	-	9,690,383
Total Enterprise Funds	9,757,203	238,504	(305,324)	-	9,690,383
Report Total	**472,531**	**7,990,368**	**(23,272,547)**	**11,624,012**	**(3,185,636)**

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Transfers for Year 2025

as of 9/30/2025

Fund Group	Transfers In	Transfers Out
Enterprise Funds		
Airport Fund	-	11,111
Fiduciary, Trust and Agency		
Fiduciary Funds	190,921	190,921
General Fund Group		
General Fund	31,657	1,638,334
Special Revenue Funds		
Federal Grants	1,235,278	31,657
State Grants	33,056	-
Airport State Grants	11,111	-
Local (grants & non-grants)	300,000	-
Law Library	70,000	-
Report Total	**1,872,024**	**1,872,024**

Debt Service Payment Schedules

Fiscal Year 2025

Limited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Limited Tax Refunding Bonds, Series 2016 in the amount of $8,125,000. These bonds provided funds to advance refund the Combination Tax and Revenue Certificates of Obligation, Series 2006 in the amount of $8,770,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.207 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
Total	**74,000.00**	**2,095,000.00**	**26,750.00**	**2,195,750.00**

Unlimited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Unlimited Tax Refunding Bonds, Series 2016 in the amount of $8,425,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2006 in the amount of $9,235,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.376 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
Total	**150,500.00**	**3,060,000.00**	**78,875.00**	**3,289,375.00**

Debt Service Payment Schedules

Fiscal Year 2025

Certificates of Obligation, Series 2018

On August 23, 2018, the County issued the Certificates of Obligation, Series 2018 in the amount of $8,120,000. These certificates were issued for the purpose of generating funds for numerous facilities project improvements.

True Interest Cost: 3.496 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00		652,800.00
Total	**1,212,350.00**	**6,870,000.00**	**1,058,025.00**	**9,140,375.00**

Unlimited Tax Refunding Bonds, Series 2018

On August 23, 2018, the County issued the Unlimited Tax Refunding Bonds, Series 2018 in the amount of $4,415,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2008 in the amount of $4,810,000. The advance refunding occurred on the call date of March 1, 2019. These refunding bonds were calculated to provide cash flow savings of $382,786 and an economic gain (net present value of savings) of $323,910.

True Interest Cost: 2.648 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
Total	**130,625.00**	**2,040,000.00**	**79,625.00**	**2,250,250.00**

Debt Service Payment Schedules

Fiscal Year 2025

Unlimited Tax Road Refunding Bonds, Series 2020

On January 23, 2020, the County issued the Unlimited Tax Refunding Bonds, Series 2020 in the amount of $9,840,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2010B in the amounts of $11,701,056. The advance refunding occurred on the call date of March 1, 2020. These refunding bonds were calculated to provide cash flow savings of $1,471,414 and an economic gain (net present value of savings) of $1,123,861.

True Interest Cost: 1.721 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
Total	**588,125.00**	**6,460,000.00**	**426,625.00**	**7,474,750.00**

Debt Service Payment Schedules

Fiscal Year 2025

Certificates of Obligation, Series 2021

On November 3, 2021, the County issued the Certificates of Obligation, Series 2021 in the amount of $86,895,000. These certificates were issued for the purpose of generating funds for the County Courthouse Campus Expansion Project.

True Interest Cost: 2.577 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00		5,885,400.00
Total	**21,486,425.00**	**85,895,000.00**	**19,806,600.00**	**127,188,025.00**

Debt Service Payment Schedules

Fiscal Year 2025

Limited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Limited Tax Refunding Bonds, Series 2021 in the amount of $15,815,000. These bonds provided funds to advance refund the Certificates of Obligation, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $2,859,143.66 and an economic gain (net present value of savings) of $2,622,642.48.

True Interest Cost: 1.360 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
Total	**1,498,800.00**	**13,250,000.00**	**1,177,325.00**	**15,926,125.00**

Unlimited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Unlimited Tax Refunding Bonds, Series 2021 in the amount of $4,555,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $477,816.59 and an economic gain (net present value of savings) of $437,236.03.

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
Total	**356,400.00**	**3,785,000.00**	**280,700.00**	**4,422,100.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **10/28/2025**

Payment of Bills

That the checks payable through Monday, October 27, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **10/28/2025**

FY 2026: Line Item Transfer

County Sheriff	500000 (Salaries/Benefits)	10000	30000	($112,950)
Detention Center	500000 (Salaries/Benefits)	10000	35000	$ 29,750

Transfer needed for uniform allowances.

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Purchase of Items for Courthouse Security

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

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

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

Rapiscan systems
An OSI Systems Company

QUOTATION

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

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

Quotation Status: Sent

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

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

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

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

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

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

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

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

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

Rush

CAT 99000

542000 - 38500 - 14900

Rapiscan systems
An OSI Systems Company

QUOTATION

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

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

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

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

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

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

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

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

_____
Signature

_____
Name

_____
Title

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

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

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

Consignee:

ULT Consignee:

Rapiscan systems
An OSI Systems Company

QUOTATION

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

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

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

Lynn Lester

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

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

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

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

Hello Mike,

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

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

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

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

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

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

This quote is valid for 90 days.

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

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

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

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

We appreciate your patience and business.

Sincerely,

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

Rapiscan systems
An OSI Systems Company

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

Click on Live Chat for Service Support

We are part of the OSI Systems family of security companies: Rapiscan Systems, S2 Global, and AS&E.

Rapiscan Systems Helpful Resources

- ONLINE TOOLS GUIDE
  Download the Online Tools Guide

- EQUIPMENT SERVICE & SUPPORT
  Contact Rapiscan Systems Technical Support
- ORDER TRACE CONSUMABLES ONLINE
  https://store.rapiscan.com
- TRAIN YOUR STAFF
  Rapiscan Systems Learning Academy
- CUSTOMER SERVICE USA TOLLFREE
  1-888-258-6684
- CUSTOMER SERVICE GLOBAL OUTSIDE USA TOLLFREE
  1-800-727-47226

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COMMISSIONERS COURT OF BRAZORIA COUNTY

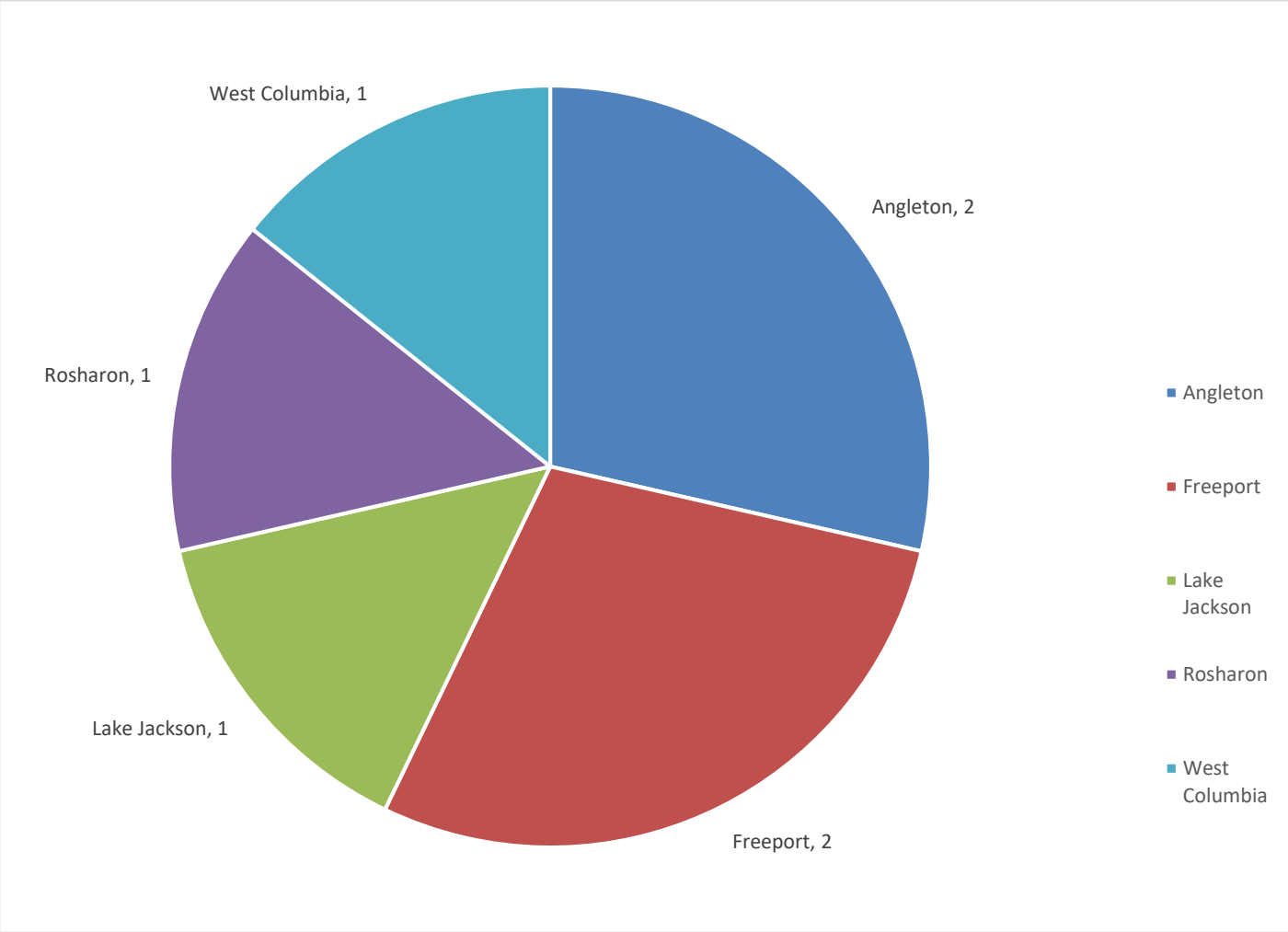
ORDER NO. H.14. **10/28/2025**

Monthly Welfare Reports

Approve the NRG CARE (Reliant Energy, Direct Energy, Stream, Xoom Energy, Green Mountain, Cirro and Discount Power) monthly Assistance Reports for the month of September 2025. These reports show the cities where NRG CARE funds were utilize0d and the number of clients assisted in the month of September.

RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

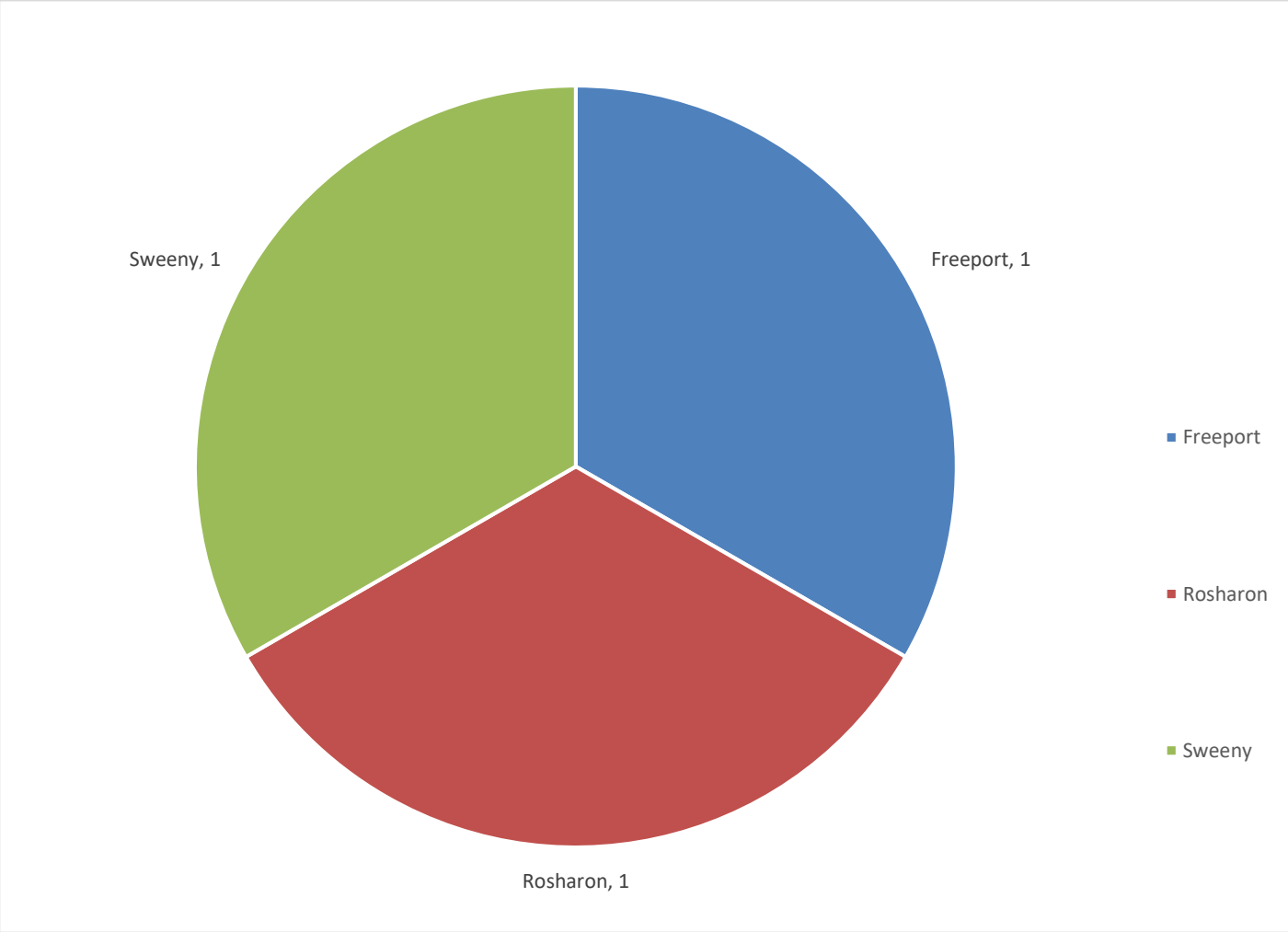
September 2025



The above chart represents the number of clients from each City that were assisted in September 2025

TOTAL CLIENTS SEEN: 7

DIRECT ENERGY -NRG CARE GRANT ASSISTANCE REPORT
SEPTEMBER 2025



The above chart represents the number of clients from each City that were assisted in September 2025

TOTAL CLIENTS SEEN: 3

COMMISSIONERS COURT OF BRAZORIA COUNTY

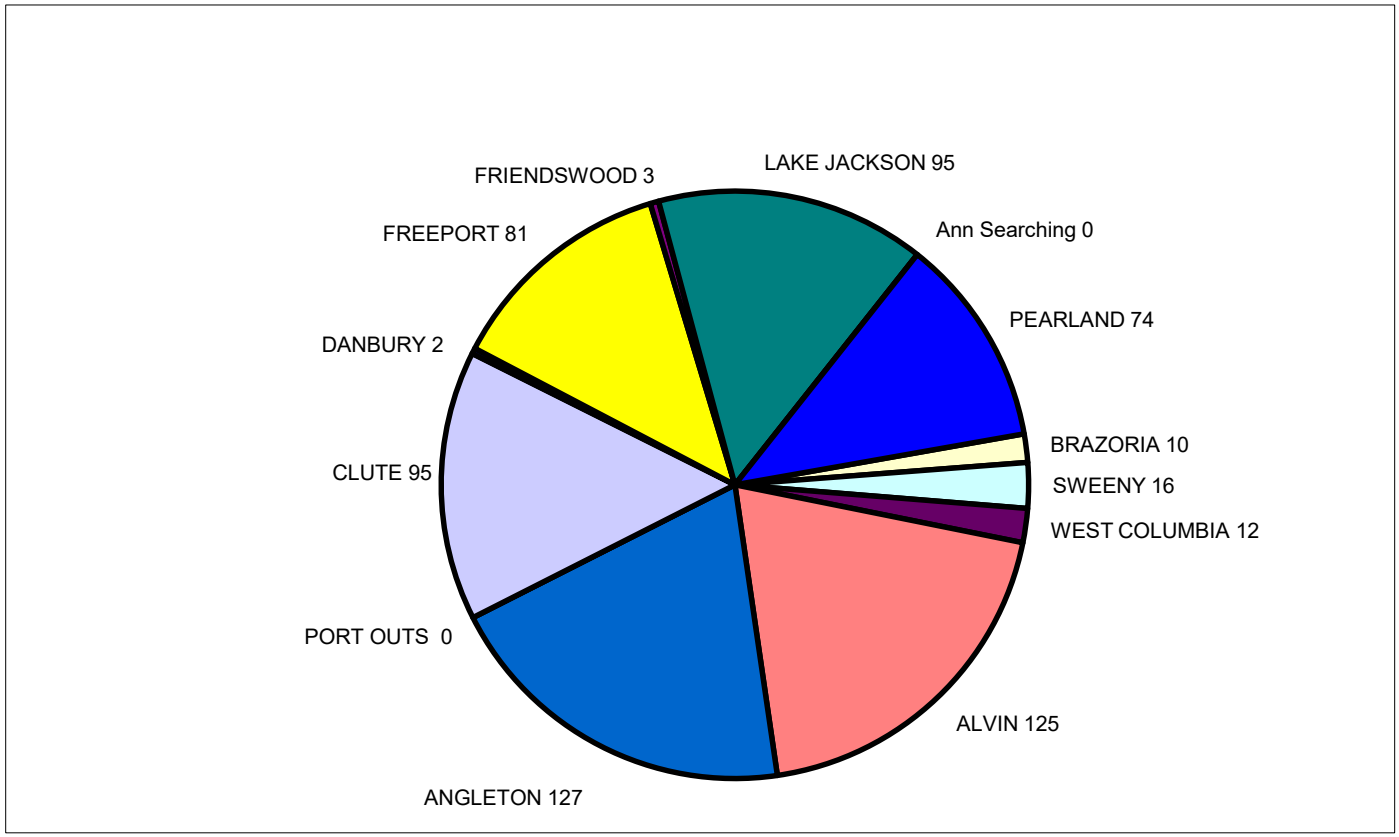
ORDER NO. H.15. **10/28/2025**

Monthly Section 8 Reports

Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports and number of active Tenants on the program from September 1, 2025 to September 30, 2025. These reports reflect the various aspects of the program including, but not limited to, number of tenants on the Voucher programs and the cities they live in, number of families leaving the program, funding levels, and the number of inspections completed.

ACTIVE SECTION 8 CLIENTS

Sept 2025



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of September 1, 2025

TOTAL NUMBER OF TENANTS SERVED* 640

CY 2024 Termination Report

Month	Bedroom Size						TOTAL BY MONTH
	0	1	2	3	4	5	
January		2	2	1			5
February		2	4				6
March		4	1	1			6
April		4	3	1			8
May		2	2				4
June		4	2	1			7
July			1				1
August		1		1			2
September		3	6	2			11
October		1	1				2
November		3	1	1			5
December		4	2	1			7
	0	30	25	9	0	0	64

FY 2025 Termination Report

Month	Bedroom Size						TOTAL BY MONTH
	0	1	2	3	4	5	
October		1	1				2
November		3	1	1			5
December		4	2	1			7
January		1	2		1		4
February		5		1			6
March		2	1				3
April		2		2			4
May		3	1	1	1		6
June		2	1	2			5
July			3	2			5
August		1	1	1			3
September		2	1	1			4
	0	26	14	12	2	0	54

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection	
January	134	45	58	31			45	134
February	107	41	57	9			37	107
March	111	31	70	10			39	111
April	122	41	64	17			28	122
May	117	33	69	15			43	117
June	147	49	84	11		1	38	144
July	96	24	56	3			26	83
August	118	26	87	5			21	118
September	72	28	48	0				76
October								
November								
December								

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January	20	1	10	9			0
February	14	2	11	1			3
March	6	0	6	0			1
April	0	0	0	0			0
May	8	4	3	1			1
June	9	7	2	0			4
July	12	0	2	0			6
August	6	0	5	1			6
September	5	0	5	0			
October							
November							
December							

**Please Note: Quality control inspections are a requirement by HUD to review the performance of the inspector that conducts the regular annual, new unit, and any special requested inspections

S:\dept_share\Section 8 info\Financial Reports\Sec 8 Comm Court Reports\FY 25 Comm Court Reports

Lease Rate

CY 2024

Month	Total Units Approved	Total Units Leased	% Leased
January	612	630	102.9%
February	612	626	102.3%
March	612	623	101.8%
April	612	616	100.7%
May	612	611	99.8%
June	612	606	99.0%
July	612	598	97.7%
August	612	589	96.2%
September	612	585	95.6%
October	612	574	93.8%
November	612	577	94.3%
December	612	557	91.0%
	7344	7192	97.9%

FY 2025

Month	Total Units Approved	Total Units Leased	% Leased
October	612	578	94.4%
November	612	580	94.8%
December	612	566	92.5%
January	612	553	90.4%
February	612	557	91.0%
March	612	563	92.0%
April	612	554	90.5%
May	612	543	88.7%
June	612	538	87.9%
July	612	538	87.9%
August	612	554	90.5%
September	612	582	95.1%
	7344	6706	91.3%

Total Units Leased will constantly change due to release of accounts o
from prior months.

S:\dept_share\Section 8 info\Financial Reports\Sec 8 Comm Court Reports\FY 25 Comm Court Reports

Program Utilization - Calendar Year 2024

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-24	(404,013.00)		(11.09)	(886.00)	415,718.00	1,516.00	12,323.91	**103.0%**	(9,616.00)	(684.74)	12,357.00	(50,000.00)	55,825.68
February-24	(404,013.00)		(14.44)	(945.25)	419,936.00	1,758.00	16,721.31	**104.1%**	(16,993.00)	(1,126.42)	12,563.00	(56,253.00)	60,912.29
March-24	(428,867.00)		18.90	(965.50)	441,262.00	2,165.00	13,613.40	**103.2%**	(10,746.00)	(745.72)	11,686.00	(50,000.00)	54,447.34
April-24	(428,867.00)		25.74	(1,310.88)	416,694.00	2,202.00	(11,256.14)	**97.4%**	(14,317.00)	(1,039.58)	12,960.00	(50,276.00)	60,937.35
May-24	(432,028.00)		-	(1,008.50)	417,590.00	1,843.00	(13,603.50)	**96.9%**	(12,839.00)	(984.79)	11,686.00	(50,276.00)	58,249.15
June-24	(430,888.00)		-	(998.50)	424,624.00	2,785.00	(4,477.50)	**99.0%**	(11,518.00)	(855.56)	15,197.00	(51,840.00)	53,173.78
July-24	(431,153.00)		-	(1,161.00)	409,258.00	2,961.00	(20,095.00)	**95.4%**	(11,527.00)	(932.77)	15,160.00	(74,406.00)	54,187.54
August-24	(430,071.00)		-	(1,142.00)	387,730.00	2,833.00	(40,650.00)	**90.6%**	(16,020.00)	(1,685.19)	14,504.00	(71,979.00)	57,149.25
September-24	(430,071.00)		-	(2,201.50)	457,137.00	3,993.00	28,857.50	**106.7%**	(17,337.00)	(1,121.06)	16,782.00	(51,840.00)	61,374.36
October-24	(430,071.00)		-	(868.00)	377,362.00	2,017.00	(51,560.00)	**88.0%**	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	56,566.49
November-24	(401,889.00)			(1,041.50)	393,079.00	1,854.00	(7,997.50)	**98.0%**	(21,010.00)	(1,427.51)	19,742.00	(52,315.00)	53,013.23
December-24	(394,754.00)			(882.50)	413,581.00	1,899.00	19,843.50	**105.0%**	(19,407.00)	(1,549.61)	18,650.00	(65,717.00)	52,325.59
TOTALS	**(5,046,685.00)**	**-**	**19.11**	**(13,411.13)**	**4,973,971.00**	**27,826.00**	**(58,280.02)**	**98.8%**	**(176,323.00)**	**(13,383.50)**	**178,584.00**	**(676,742.00)**	**678,162.05**
	(5,060,096.13)	-	-	-	5,001,797.00				(866,448.50)				856,746.05

Program Utilization - Fiscal Year 2025

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
October-24	(430,071.00)		-	(868.00)	377,362.00	2,017.00	(51,560.00)	**88.0%**	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	56,566.49
November-24	(401,889.00)			(1,041.50)	393,079.00	1,854.00	(7,997.50)	**98.0%**	(21,010.00)	(1,427.51)	19,742.00	(52,315.00)	53,013.23
December-24	(394,754.00)			(882.50)	413,581.00	1,899.00	19,843.50	**105.0%**	(19,407.00)	(1,549.61)	18,650.00	(65,717.00)	52,325.59
January-25	(409,740.00)			(983.00)	384,406.00	2,452.00	(23,865.00)	**94.2%**	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			(2,874.00)	394,465.00	1,742.00	(16,407.00)	**96.0%**	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			(818.00)	402,868.00	2,051.00	(7,094.00)	**98.3%**	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			(818.00)	390,853.00	1,901.00	(19,259.00)	**95.3%**	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			(408.00)	387,696.00	1,434.53	80,579.53	**126.1%**	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			(659.00)	389,294.00	2,562.00	(18,584.00)	**95.5%**	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			(1,126.00)	385,469.00	2,616.00	(21,129.00)	**94.8%**	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25	(411,926.00)			(3,776.00)	385,594.00	2,407.00	(27,701.00)	**93.3%**	(20,588.45)	(1,777.78)	20,024.00	(53,334.00)	57,599.00
September-25	(418,335.00)			(4,419.00)	405,863.00	2,668.00	(14,223.00)	**96.6%**	(24,721.05)	(2,341.88)	22,547.00	(58,490.00)	(171,364.00)
TOTALS	**(4,824,857.00)**	**-**	**-**	**(18,673.00)**	**4,710,530.00**	**25,603.53**	**(107,396.47)**	**97.8%**	**(251,280.71)**	**(20,324.27)**	**245,866.95**	**(636,388.00)**	**410,132.63**
	(4,843,530.00)				4,736,133.53				(907,992.98)				655,999.58

Outgoing Ports

CY 2024

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January	2	1	1
February	0	1	0
March	0	1	0
April	2	2	0
May	0	4	0
June	0	4	0
July	0	4	0
August	0	4	0
September	0	4	0
October	0	4	0
November	0	4	0
December	0	4	0

FY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
October	0	4	0
November	0	4	0
December	1	4	1
January	0	4	0
February	0	4	0
March	0	4	0
April	0	3	0
May	0	3	0
June	3	3	0
July	2	2	0
August	0	3	0
September	0	4	0

Incoming Ports

CY 2024

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	0	15	0	0
February	0	15	0	0
March	0	14	1	0
April	2	16	0	0
May	1	17	0	0
June	0	17	0	1
July	2	19	0	0
August	1	20	0	0
September	1	20	0	1
October	0	19	0	0
November	4	23	0	0
December	0	24	0	0

FY 2025

	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
October	1	20	0	0
November	4	24	0	0
December	0	24	0	0
January	2	26	0	0
February	1	27	0	0
March	1	28	0	0
April	0	28	0	0
May	0	27	0	0
June	0	27	0	0
July	0	27	0	1
August	0	25	0	0
September	1	27	0	0

Hard to House Families

CY 2024

January	3
February	4
March	3
April	3
May	3
June	6
July	5
August	4
September	4
October	8
November	5
December	0

FY 2025

October	8
November	5
December	4
January	2
February	3
March	5
April	3
May	3
June	4
July	3
August	8
September	15

Hard to house is a family with 3 or more minors or a disabled person residing in the household.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **10/28/2025**

Exception to Subdivision Platting for Travis Jones (Precinct 1)

1) The Court finds that:

a.) Travis Jones has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is ALL that certain 11.319 acres of land out of the R. D. MacDonald Subdivision, (known as Lots 19A-19B), recorded in Volume 3, Page 81 of the Brazoria County Plat Records and being that same called 10.812 acre tract conveyed to Antonio and Sandra Campos, described in County Clerk's File 06-034418 of the Brazoria County Official Records and situated in the J. Mims League, Abstract 95, Brazoria County, Texas, and conveyed to Travis Jones in County Clerk's File No. 2023-045233; and

c.) The 10.812 acre tract is to be divided into 4 tracts; 2 tracts along County Road 319 and 2 tracts along County Road 700: Tract 1 with 1.347 acres and approximately 78.92 feet of frontage along CR 319, Tract 2 with 5.951 acres and approximately 376 feet of frontage along CR 319, Tract 3 with 2.00 acres and approximately 231 feet of frontage along CR 700, and Tract 4 with 2.00 acres and approximately 234.98 feet of frontage along CR 700; and

d.) The Brazoria County Environmental Health Department has provided a letter dated October 6, 2025 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District # 11. Drainage District # 11 has provided a letter dated August 25, 2025 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by Travis Jones is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of Travis Jones tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED
RECEIVED: JUL 31 2025
Engineering Dept.

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov. For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Travis Jones **Phone:** 432-634-3567

Name: _____

Owner Signature: _____ **Date:** 7-29-2025

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 90 Woodhaven Dr. Odessa, TX 79762

E-mail Address: Travisjones@amerivax.com

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____ (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 10.812

Site Address or Legal Location, Abstract, CR #: _____

Property ID#: 229773

Tax Account #: _____

Number of Structures: 0 *Mobile Homes:* _____ *Other homes:* _____

Business or other structure with restrooms: _____

Private Water Well check: ☑ *YES* *or* ☐ *NO*

Public Water System MUD or Provider: _____

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – _____

_____

See attached Survey –

Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

New Application Submissions will receive a confirmation of receipt within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- [ ] Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- [ ] One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- [ ] One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- [ ] One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot name *must* be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- [ ] Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- [x] Completed application – Pg. 1 filled out completely and signed by all owners on deed
- [x] One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- [x] One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- [ ] One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot names must be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- [ ] Original tax certificates – All taxes paid on tract
- [ ] Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- [ ] Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- [ ] Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- [ ] One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - ➔ Completed on Pg. 2
- [ ] One copy of the official recorded deed of *current* landowner
- [ ] One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- [ ] Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- [ ] Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: October 5, 2023

Grantor: ANTONIO CAMPOS, acting by his agent, SANDRA CAMPOS and SANDRA CAMPOS, a married couple

Grantor's Mailing Address:
1002 Red Bud St
Channelview, TX 77530

Grantee: TRAVIS JONES

Grantee's Mailing Address:
4132 Springdale Dr
Odessa, TX 79762

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

ALL THAT CERTAIN 11.319 ACRE of land out of the R.D. MacDonald Subdivision recorded in Volume 3, Page 81 of the Brazoria County Plat Records, and being that same called 10.812 acre tract conveyed to Antonio and Sandra Campos described in County Clerk's File 06-03441 8 of the Brazoria County Official Records and situated in the J. Mims League, Abstract 95, Brazoria County, Texas, and more particularly described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

SUBJECT to the following matters to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect,

GF # 2138819
GREAT AMERICAN TITLE

shown of record in the public records of Brazoria County, Texas; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Antonio Campos by Sandra Campos

ANTONIO CAMPOS by his agent SANDRA CAMPOS

Sandra Campos

SANDRA CAMPOS

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on October 5, 2023, by SANDRA CAMPOS, Individually and as Agent for ANTONIO CAMPOS.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 126625838

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GREAT AMERICAN TITLE CO.
212 THAT WAY
LAKE JACKSON, TX 77566

FILED and RECORDED

Instrument Number: 2023045233

Filing and Recording Date: 10/05/2023 03:34:45 PM Pages: 3 Recording Fee: $30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-emily

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

October 6, 2025

Travis Jones
90 Woodhaven Dr.
Odessa, TX 79762

RE: Division
Subdivision Name (if applicable): Jones Property
Legal Description of Property: R D MACDONALD (A0095 J MINS) LOT 19A-19B ACRES 10.812
Site Address of Property: County Road 319, Brazoria, TX 77422 PID 229773

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced survey plat implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The property subdivision proposed divides the 11.298-acre tract into four separate tracts. The tracts will include a 1.347-acre tract (Lot 19B1) of undeveloped property, a 5.951-acre tract (Lot 19B2) of undeveloped property, a 2.00-acre tract (Lot 19B3) of undeveloped property, and a 2.00-acre tract (Lot 19B4) of undeveloped property. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as R D MACDONALD (A0095 J MINS) LOT 19A-19B ACRES 10.812 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
PRE-CONSTRUCTION LETTER OF NO OBJECTION

PROJECT NAME AND LOCATION: Travis Jones partition of 10.812 acres in the Joseph Mims League, Abstract 95 at County Road 319 and County Road 700.

BRIEF DESCRIPTION OF PROJECT: Partition 10.812 acres into a 1.347 acre tract, a 5.951 acre tract, and two 2.000 acre tracts, all with road frontage...

APPLICANT AND CONTACT INFORMATION (including email): Dakota Schmidt with Birdsong Realty 238 Plantation Drive, clute, TX 77531 979-824-3693 dakota@birdsongrealtors.com

OWNER NAME AND ADDRESS: Travis Jones 90 Woodhaven Drive, Odessa, TX 79702 432-634-3587 travisjones@amerivax.com

GENERAL CONDITIONS:

1. Maintenance of all detention facilities and on-site drainage structures and ditches is the responsibility of the owner/operator of the facility.
2. Drainage improvements must begin in the initial phase of construction.
3. Improvements of the facility are subject to the Maintenance Policy adopted by the District in August 7, 2023.
4. Use of this Letter of No Objection for obtaining construction permits must be exercised within 6 months of the date herein. In order to secure a plat approval, submit this letter, along with subdivision plat to: Megan Cook, Brazoria County Engineer's office .

AUTHORIZATION:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515

Randy L Stroud
Signature

8-25-2025
Date

COPIES TO:
Applicant- Dakota Schmidt
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- Joe Hoffman
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
65070080110

Statement Date:	09/16/2025
Owner:	JONES TRAVIS
Mailing Address:	4132 SPRINGDALE DR ODESSA TX 797628034

Property Location: COUNTY ROAD 319
Legal: R D MACDONALD (A0095 J MINS) LOT 19A-19B
ACRES 10.812

TAX CERTIFICATE FOR ACCOUNT : 65070080110
AD NUMBER: 229773
GF NUMBER:
CERTIFICATE NO : 3587676

FEE : $10.00
DATE : 9/16/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 300,820

EXEMPTIONS:

REQUESTED BY
SCHMIDT

232 PLANTATION DR
LAKE JACKSON TX 77566

TAX UNIT

BC EMERGENCY SERVICES #2
BRAZORIA COUNTY
PORT FREEPORT
SPECIAL ROAD & BRIDGE
SWEENY COMMUNITY HOSPITAL
SWEENY ISD
WEST BRAZORIA DRNGE DIST #11

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.
THE TAXES TO BE IMPOSED FOR 2025 HAVE NOT YET BEEN CALCULATED.

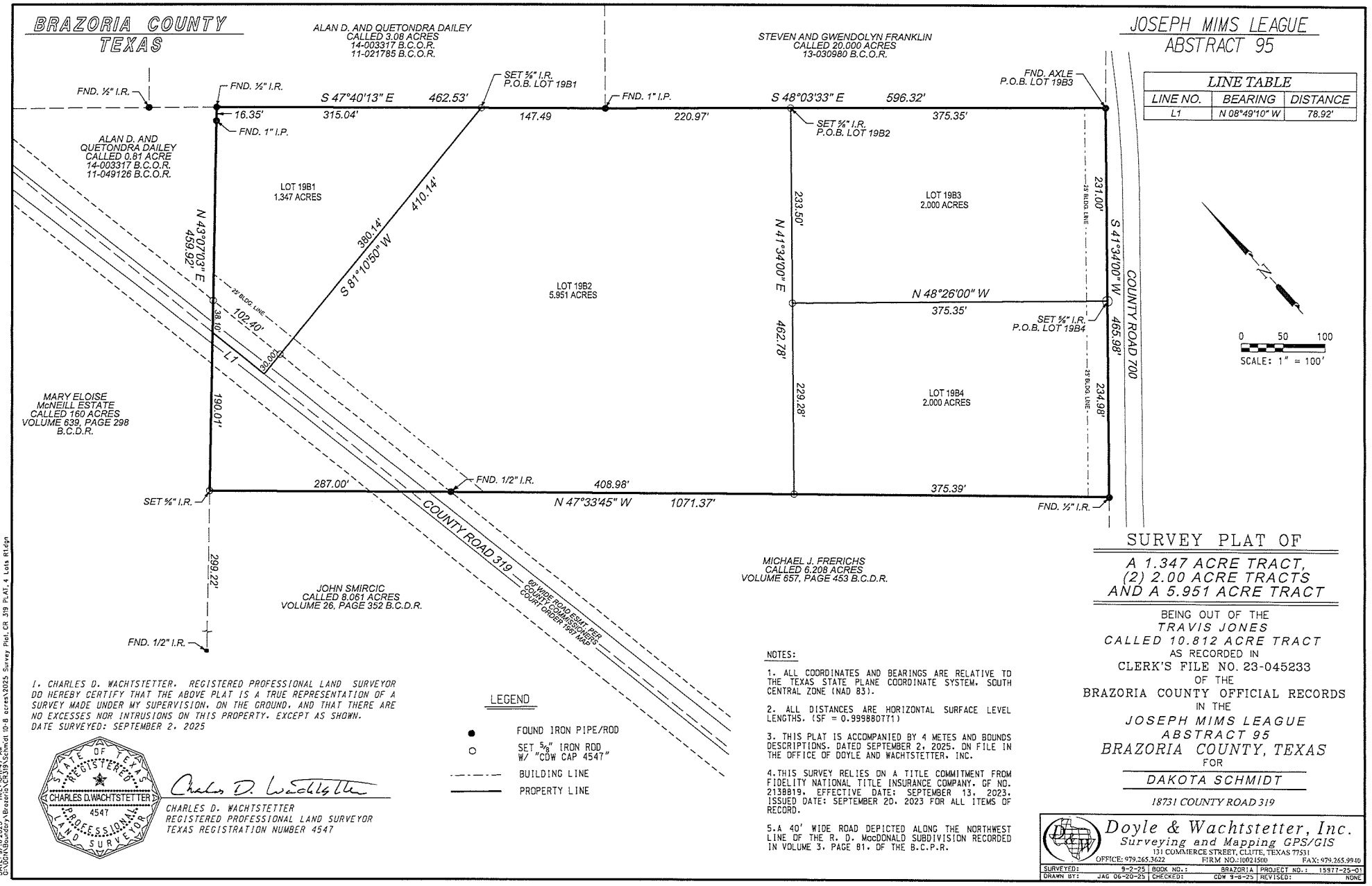
ACCOUNT NUMBER: 65070080110

CERTIFICATE NO : 3587676

TOTAL CERTIFIED TAX DUE 9/2025 : **$0.00**

Signature of Authorized officer of collection office

09/16/25
Date



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 08°49'10" W	78.92'

I, CHARLES D. WACHTSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: SEPTEMBER 2, 2025

STATE OF TEXAS
REGISTERED
CHARLES D. WACHTSTETTER
4547
PROFESSIONAL
LAND SURVEYOR

Charles D. Wachtstetter

CHARLES D. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

LEGEND

- FOUND IRON PIPE/ROD
- SET ⅝" IRON ROD W/ "CDW CAP 4547"
- BUILDING LINE
- PROPERTY LINE

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).

2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99988077)

3. THIS PLAT IS ACCOMPANIED BY 4 METES AND BOUNDS DESCRIPTIONS. DATED SEPTEMBER 2, 2025. ON FILE IN THE OFFICE OF DOYLE AND WACHTSTETTER, INC.

4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY. GF NO. 2138819, EFFECTIVE DATE: SEPTEMBER 13, 2023. ISSUED DATE: SEPTEMBER 20, 2023 FOR ALL ITEMS OF RECORD.

5. A 40' WIDE ROAD DEPICTED ALONG THE NORTHWEST LINE OF THE R. D. MacDONALD SUBDIVISION RECORDED IN VOLUME 3, PAGE 81, OF THE B.C.P.R.

SURVEY PLAT OF

A 1.347 ACRE TRACT, (2) 2.00 ACRE TRACTS AND A 5.951 ACRE TRACT

BEING OUT OF THE
TRAVIS JONES
CALLED 10.812 ACRE TRACT
AS RECORDED IN
CLERK'S FILE NO. 23-045233
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
JOSEPH MIMS LEAGUE
ABSTRACT 95
BRAZORIA COUNTY, TEXAS
FOR

DAKOTA SCHMIDT

18731 COUNTY ROAD 319

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FIRM NO.:10021500 FAX: 979.265.9940

SURVEYED:	9-2-25	BOOK NO.:	BRAZORIA	PROJECT NO.:	15977-25-01
DRAWN BY:	JAG 06-20-25	CHECKED:	CDW 9-8-25	REVISED:	NONE

USER: M.COTHERN
DATE: 9/8/2025 TIME: 10:11:47 AM
G:\DOYLE\Boundary\Brazoria\CR319\Schmidt 10-8 acres\2025 Survey Plat, CR 319 Plat, 4 Lots Rtdgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

1.347 ACRE TRACT - LOT 19B1
JOSEPH MIMS LEAGUE, ABSTRACT 95
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 1.347 ACRE of land out of the R.D. MacDonald Subdivision recorded in Volume 3, Page 81 of the Brazoria County Plat Records, and being out of a called 10.812 acre tract conveyed to Travis Jones described in County Clerk's File 23-045233 of the Brazoria County Official Records and situated in the J. Mims League, Abstract 95, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found axle in the northwest right-of-way line of County Road 700 marking the south corner of a called 20.00 acre tract conveyed to Steven and Gwendolyn Franklin described in County Clerk's File 13-030980 of the Brazoria County Official Records, same being the east corner of said Jones 10.812 acre tract, same being the east corner of a called 2.00 acre tract, known as Lot 19B3, described by this author on this even date;

THENCE North 48°03'33" West, coincident with the southwest line of said Franklin 20.00 acre tract, same being the northeast line of the said Jones 10.812 acre tract, same being the northeast line of said Lot 19B3, at a distance of 375.35 feet pass a set 5/8" iron rod marking the north corner of said Lot 19B3, same being the east corner of a 5.951 acre tract known as Lot 19B2, described by this author on this even date and continue to a total distance of 596.32 feet to a found 1" iron pipe marking the west corner of said Franklin 20.000 acre tract, same being the south corner of a called 3.08 acre tract conveyed to Alan D. and Quetondra Dailey described in County Clerk's File 14-003317 of the Brazoria County Official Records;

THENCE North 47°40'13" West, coincident with the northeast line of said Lot 19B2, same being the southwest line of said Dailey 3.08 acre tract, a distance of 147.49 feet to a set ⅝" iron rod marking the most northerly corner of said Lot 19B2 and the **POINT OF BEGINNING** of the herein described tract;

THENCE South 81°10'50" West, coincident with the north line of said Lot 19B2, at a distance of 380.14 feet pass a set ⅝" iron rod in the east right-of-way line of County Road 319 and continue to a total distance of 410.14 feet to a point for corner in the centerline of said County Road 319;

THENCE North 08°49'10" West, coincident with the centerline of County Road 319, same being an interior north line of said Lot 19B2, a distance of 78.92 feet to a point for corner on the northwest line of said Jones 10.812 acre tract;

THENCE North 43°07'03" East, coincident with the southeast line of a called 0.81 acre tract conveyed to Alan and Quetondra Dailey in County Clerk's File 14-003317 of the Brazoria County Official Records same being the northwest line of said Jones 10.812 acre tract, at a distance of 38.10 feet pass a set ⅝" iron rod in the east right-of-way line of County Road 319, at a distance of 253.53 feet pass a found 1" iron pipe and continue to a total distance of 269.88 feet to a found ½" iron rod marking the north corner of the said Jones 10.812 acre tract;

1.347 ACRE TRACT - LOT 19B1
JOSEPH MIMS LEAGUE, ABSTRACT 95
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 47°40'13" East, coincident with the southwest line of said Dailey 3.08 acre tract, same being the northeast line of said 10.812 acre tract, a distance of 315.04 feet to the **POINT OF BEGINNING,** containing 1.347 acres of land, more or less.

Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
September 2, 2025



This description is based on a survey, a plat of which, dated September 2, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Website: DW-Surveyor.com

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

5.951 ACRE TRACT - LOT 19B2
JOSEPH MIMS LEAGUE, ABSTRACT 95
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 5.951 ACRES of land out of the R. D. MacDonald Subdivision recorded in Volume 3, Page 81 of the Brazoria County Plat Records, and being out of a called 10.812 acre tract conveyed to Travis Jones described in County Clerk's File 23-045233 of the Brazoria County Official Records and situated in the Joseph Mims League, Abstract 95, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found axle in the northwest right-of-way line of County Road 700 marking the south corner of a called 20.00 acre tract conveyed to Steven and Gwendolyn Franklin described in County Clerk's File 13-030980 of the Brazoria County Official Records, same being the east corner of said Jones 10.812 acre tract, same being the east corner of a called 2.000 acre tract, known as Lot 19B3, described by this author on this even date;

THENCE North 48°03'33" West, coincident with the southwest line of said Franklin 20.00 acre tract, same being the northeast line of the Jones 10.812 acre tract, a distance of 375.35 feet to a set 5/8" iron rod marking the north corner of said Lot 19B3 and the **POINT OF BEGINNING** of the herein described tract;

THENCE South 41°34'00" West, at a distance of 233.50 feet pass a set 5/8" iron rod marking the west corner of said Lot 19B3, same being the north corner of a called 2.000 acre tract known as Lot 19B4, described by this author on this even date and continue to a total distance of 462.78 feet to a set 5/8" iron rod in the northeast line of a called 6.208 acre tract conveyed to Michael J. Frerichs described in Volume 657, Page 453 of the Brazoria County Deed Records;

THENCE North 47°33'45" West, coincident with the northeast line of said Frerichs 6.208 acre tract, same being the southwest line of said Jones 10.812 acre tract, at a distance of 408.98 feet pass a found ½" iron rod in the east right-of-way line of County Road 319 and continue to a total distance of 695.98 feet to a set ⅝" iron rod for corner in the southeast line of a called 160.00 acre tract conveyed to Mary Eloise McNeill Estate recorded in Volume 639, Page 298 of the Brazoria County Deed Records, same being the north corner of a called 8.061 acre tract conveyed to John Smircic in Volume 26, Page 352 of the Brazoria County Deed Records, from which a found ½" iron rod marking the west corner of the Smircic 8.061 acre tract bears South 43°07'03" West, a distance of 299.22 feet;

THENCE North 43°07'03" East, coincident with the southeast line of said 160.00 acre tract, being the northwest line of said 10.812 acre tract, a distance of 190.01 feet to a point for corner in the centerline of said County Road 319, same being the southwest corner of said 1.346 acre tract, known as Lot 19B1 and described by this author on this even date;

THENCE South 08°49'10" East, coincident with the centerline of said County Road 319 and the southwest line of said Lot 19B1, a distance of 78.92 feet to a point;

5.951 ACRE TRACT - LOT 19B2
JOSEPH MIMS LEAGUE, ABSTRACT 95
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE North 81°10'50" East, coincident with the south line of said Lot19B1, at a distance of 30.00 feet pass a set ⅝" iron rod in the east right-of-way line of County Road 319, and continue to a total distance of 410.14 feet to a set ⅝" iron rod in the southwest line of a called 3.08 acre tract conveyed to Alan and Quetondra Dailey described in County Clerk's File 14-003317 of the Brazoria County official Records, same being the east corner of said Lot 19B1;

THENCE South 47°40'13" East, coincident with the southwest line of said Dailey 3.890 acre tract, same being the northeast line of said Jones 10.812 acre tract, a distance of 147.49 feet to a found 1" iron pipe marking the south corner of said Dailey 3.08 acre tract, same being the west corner of said Franklin 20.000 acre tract;

THENCE South 48°03'33" East, coincident with the southwest line of said Franklin 20.000 acre tract, same being the northeast line of said Jones 10.812 acre tract, a distance of 220.98 feet to the **POINT OF BEGINNING,** and containing 5.951 acres of land, more or less.

Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
September 2, 2025



This description is based on a survey, a plat of which, dated August 28, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

2.000 ACRE TRACT - LOT 19B3
JOSEPH MIMS LEAGUE, ABSTRACT 95
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 2.000 ACRES of land out of the R.D. MacDonald Subdivision recorded in Volume 3, Page 81 of the Brazoria County Plat Records, and being out of a called 10.812 acre tract conveyed to Travis Jones described in County Clerk's File 23-045233 of the Brazoria County Official Records and situated in the J. Mims League, Abstract 95, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

BEGINNING at a found axle in the northwest right-of-way line of County Road 700 marking the south corner of a called 20.00 acre tract conveyed to Steven and Gwendolyn Franklin described in County Clerk's File 13-030980 of the Brazoria County Official Records and being the east corner of the herein described tract;

THENCE South 41°34'00" West, coincident with the northwest right-of-way line of County Road 700, a distance of 231.00 feet to a set ⅝" iron rod for corner marking the east corner of a called 2.000 acre tract, known as Lot 19B4, described by this author on this even date, for the south corner of the herein described 2.000 acre tract;

THENCE North 48°26'00" West, coincident with the northeast line of Lot 19B4, same being the southwest line of the herein described tract, a distance of 375.35 feet to set ⅝" iron rod for corner in the southeast line of a called 5.951 acre tract known as Lot19B2, described by this author on this even date;

THENCE North 41°34'00" East, coincident with the southeast line of said Lot 19B2, a distance of 233.50 feet to a set ⅝" iron rod for corner in the north line of said Jones 10.812 acre tract in the southwest line of the aforementioned Franklin 20.00 acre tract, for the north corner of the herein described 2.000 acre tract;

THENCE South 48°03'33" East, coincident with the southwest line of said Franklin 20.00 acre tract, same being the northeast line of said Jones 10.812 acre tract, a distance of 375.35 feet to the **POINT OF BEGINNING,** and containing 2.000 acres of land, more or less.



Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
September 2, 2025

This description is based on a survey, a plat of which, dated September 2, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

2.000 ACRE TRACT - LOT 19B4
JOSEPH MIMS LEAGUE, ABSTRACT 95
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 2.000 ACRES of land out of the R. D. MacDonald Subdivision recorded in Volume 3, Page 81 of the Brazoria County Plat Records, and being that same called 10.812 acre tract conveyed to Travis Jones described in County Clerk's File 23-045233 of the Brazoria County Official Records and situated in the Joseph Mims League, Abstract 95, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found axle in the northwest right-of-way line of County Road 700 marking the south corner of a called 20.00 acre tract conveyed to Steven and Gwendolyn Franklin described in County Clerk's File 13-030980 of the Brazoria County Official Records, being the east boundary line of said 10.812 acre tract, being the east corner of a called 2.000 acre tract, known as Lot 19B3 described by this author on this even date;

THENCE South 41°34'00" West, coincident with the northwest right-of-way line of County Road 700, same being the southeast line of said Lot 19B3, a distance of 231.00 feet to a set 5/8" iron rod for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 41°34'00" West, coincident with the northwest right-of-way line of County Road 700, same being the southeast line of said Jones 10.812 acre tract, a distance of 234.98 feet to a found ½" iron rod marking the east corner of a called 6.208 acre tract conveyed to Michael J. Frerichs described in Volume 657, Page 453 of the Brazoria County Deed Records, for the south corner of the herein described tract;

THENCE North 47°33'45" West, coincident with the northeast line of said Frerichs 6.208 acre tract, same being the southwest line of said Jones 10.812 acre tract, a distance of 375.39 feet to a set ⅝" iron rod for corner marking the south corner of a called 5.951 acre tract known as Lot 19B2 described by this author on this even date;

THENCE North 41°34'00" East, coincident with the southeast line of said Lot 19B2, a distance of 229.28 feet to set ⅝" iron rod for corner marking the west corner of said Lot 19B3, and the north corner of the herein described tract;

THENCE North 48°26'00" West, coincident with the southwest line of said Lot 19B3, a distance of 375.35 feet to the **POINT OF BEGINNING,** and containing 2.000 acres of land, more or less.

Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
September 2, 2025

STATE OF TEXAS
REGISTERED
CHARLES D. WACHTSTETTER
4547
PROFESSIONAL
LAND SURVEYOR

This description is based on a survey, a plat of which, dated September 2, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **10/28/2025**

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

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF DANBURY
Clean Ditch - 4th Street (between Ave A and Ave C)
Sign Replacement - Ave E and 6th Street
Sign Maintenance - Ave E and 6th Street

CITY OF RICHWOOD
Culvert Set - 33302 Blue Crab Ct

IB26-DA
(DANBURY)
City ID Code 271

150

Tricia Simmons

From: Erin Nolan <CitySecretary@danburytx.gov>
Sent: Tuesday, October 14, 2025 11:47 AM
To: Tricia Simmons; ENGINEER INTERLOCALS
Cc: Utility Supervisor
Subject: [EXTERNAL] Ditch Cleaning Request

Good morning Tricia,

I need to put in a request for help with cleaning the ditches on 4th street between Ave A and Ave C.

Thank you,

Erin Nolan
City Secretary
City of Danbury
979-922-1551 x4

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.

Little Town Danbury© Big Heart

AGREED _____
Brazoria County Engineer
Date Approved 10-28-25 Date Completed _____
WO# _____
COMMENTS

IB26-DA
(DANBURY)
City ID Code 271

151

Tricia Simmons

From: Erin Nolan <CitySecretary@danburytx.gov>
Sent: Wednesday, October 15, 2025 4:06 PM
To: Tricia Simmons
Cc: Utility Supervisor
Subject: [EXTERNAL] Interlocal Request for Sign Help

Good afternoon Tricia,

I need to request interlocal help in the City for two stop signs.

We need all hardware and stop signs to be installed at two intersections.

One stop sign is missing from corner of Ave E and 6th street on the other intersection of Ave E and 6th street there is a stop sign but it needs to be upgraded.

Please let me know if you need any other information.

Thank you,

Erin Nolan
City Secretary
City of Danbury
979-922-1551 x4

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.

AGREED _____
Brazoria County Engineer
Date Approved 10-28-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____

IB26-DA
(DANBURY)
City ID Code 271

152

Tricia Simmons

From: Erin Nolan <CitySecretary@danburytx.gov>
Sent: Wednesday, October 15, 2025 4:06 PM
To: Tricia Simmons
Cc: Utility Supervisor
Subject: [EXTERNAL] Interlocal Request for Sign Help

Good afternoon Tricia,

I need to request interlocal help in the City for two stop signs.

We need all hardware and stop signs to be installed at two intersections.

One stop sign is missing from corner of Ave E and 6th street on the other intersection of Ave E and 6th street there is a stop sign but it needs to be upgraded.

Please let me know if you need any other information.

Thank you,

Erin Nolan
City Secretary
City of Danbury
979-922-1551 x4

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.

AGREED _____
Brazoria County Engineer
Date Approved 10-28-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

153

IB26-RI
(RICHWOOD)
City ID Code 733

Tricia Simmons

From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Tuesday, October 14, 2025 3:35 PM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] Culverts

Please add to the next agenda. Thank you!

Get Outlook for iOS

From: Build Team <buildteam@cornerstonebldrs.com>
Sent: Tuesday, October 14, 2025 3:30:42 PM
To: Kaytee Ellis <lellis@richwoodtx.gov>
Subject: Re: BFE for new construction question

The address: 33302 Blue Crab Ct., Richwood
Contact name: Lauren Buchanan
Contact phone #: 979-418-8400
Culvert size: 24"x48"
# of culvert pieces to be installed:8

Thanks!
Michele



From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Tuesday, October 14, 2025 2:51 PM
To: Build Team <buildteam@cornerstonebldrs.com>
Subject: Re: BFE for new construction question

I never received confirmation that the culverts were on s
know the following

The address:
Contact name:
Contact phone #:

AGREED _____ AC
Brazoria County Engineer
Date Approved 10-28-25 Date Completed _____ Da
WO# _____ WO
COMMENTS CO

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **10/28/2025**

Interlocal Agreement with the City of Richwood No. IS26-0003

Approve the attached Interlocal Agreement with the City of Richwood to grade all ditches as listed on Exhibit “A”, pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

A certified copy of this order shall be forwarded to the County Engineer.

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF RICHWOOD
IS26-0003

This Agreement is made between BRAZORIA COUNTY and the CITY OF RICHWOOD hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to have ditches graded as outlined on Exhibit "A"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to grade all ditches as listed on Exhibit "A"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to perform work as requested on Exhibit "A".

1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed $10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum $10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of $10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of $10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.

1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.

1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: _____

CITY OF RICHWOOD

MAYOR

Date signed: 10/15/2025

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

City of Richwood
Interlocal Agreement Project Request Summary FY-26

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

	STREET/LOCATION	LIMITS (TO-FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1	**Moore St.**	**To: North Mahan From: West Mahan**	**1,500**	**N/A**	**Grading of open ditch located on the south side of street.**	
2	**Burkett St.**	**To: North Mahan From: West Mahan**	**3,000**	**N/A**	**Grading of open ditches located on the north and south sides of the street.**	
3	**Stuart St.**	**To: North Mahan From: West Mahan**	**2,350**	**N/A**	**Grading of open ditches located on the north and south sides of the street.**	
4	**Halbert St.**	**To: North Mahan From: West Mahan**	**1,100**	**N/A**	**Grading of open ditches located on the north and south sides of the street.**	

Note: Must have Mayoral approval

7,950' - 1.51 miles

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

J. Simmons
RECEIVED
OCT 14 2025
Engineering Dept.

Approved By: Mayor

10-13-2025
Date

Exhibit 'A'

Moore St
Moore St
Burrell St
Burrell St
Burrell St
Schley St
Schley St
Schley St
Success St
Success St
Success St
Stuart St
Jennifer Duce Photography
Oyster Creek
Richwood Fire Dept
Halbert St
W Main St
Richwood Sewer Department
N Main St
N Green St
W Green St

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **10/28/2025**

Appointment Local Health Authority

The Court acknowledges that Dr. Anthony S. Rogers, M.D., is retiring from the position of Local Health Authority effective October 31, 2025 at 5:00 p.m.

Therefore, the Court hereby appoints Peter F. Edemekong, MD, MPH, FACPM, who is duly qualified pursuant to Texas Health & Safety Code §121.022, as Brazoria County's Local Health Authority effective November 1, 2025, pursuant to Texas Health & Safety Code §121.023 for a term of two years set to expire on September 30, 2027.

Further ordered that a copy of this Order be sent to the Health Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **10/28/2025**

TCDRS 2026 Plan Provisions

Approve order to maintain TCDRS plan provisions for the Plan Year 2026 and to adopt the calculated total required County contribution rate of 12.53% effective January 1,2026.

It is further ordered that the County Judge is authorized to sign all documents related to the implementation of this order on behalf of the County.

Plan Agreement for Plan Year 2026
Brazoria County – 119
Effective as of Jan. 1, 2026

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	200%
Prior Service Credit:	130%
Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
Retirement Plan Funding	
Elected Rate:	12.53%
Total Contribution Rate	
Retirement Plan Rate:	12.53%
Group Term Life Rate:	N/A
Total Contribution Rate:	12.53%

Certification

I certify that the plan agreement for the participation of Brazoria County in TCDRS for the 2026 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: _____

County Judge's Signature: _____ Date: _____

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Plan Agreement for Plan Year 2026
Brazoria County – 119
Effective as of Jan. 1, 2026

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	200%
Prior Service Credit:	130%
Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
Retirement Plan Funding	
Elected Rate:	12.53%
Total Contribution Rate	
Retirement Plan Rate:	12.53%
Group Term Life Rate:	N/A
Total Contribution Rate:	12.53%

Certification

I certify that the plan agreement for the participation of Brazoria County in TCDRS for the 2026 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: L.M. "Matt" Sebesta, Jr.

County Judge's Signature: _____ Date: 10/28/2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **10/28/2025**

Deputy Constable Appointment - Precinct 3

Upon recommendation by Precinct 3 Constable Buck Stevens, approve the appointment of the below stated person as a Deputy Constable.

John Michael Waldrop - Paid Reserve

C.B. "Buck" Stevens

Constables Office

Brazoria County – Pct. 3
P.O. Box 2534
Pearland, Texas 77588-2534
281-997-9777 (o)
281-412-7034 (f)

October 7, 2025

Brazoria County Judge and Commissioners Court
Brazoria County Human Resources Department
Brazoria County Auditors Office

REF: Request for Appointment of:

- ☐ Paid Full-Time Deputy Constable
- ☒ Paid Part-Time Deputy Constable
- ☐ Paid Part-Time Deputy Constable Courtroom Security Bailiff
- ☐ Non-Paid Reserve Deputy Constable

Pursuant to Section 86.011(a) of the Government Code, I would like to submit the following applicant to the court for approval and confirmation.

Name: John Michael Waldrop

Position #: 00002249

This individual has made application with this office and has passed all drug test, background investigations and Peace Officer requirements as set out by the Texas Commission on Law Enforcement and is qualified to be appointed as a deputy Constable.

It is my recommendation that this applicant be approved and become an employee of the county effective October 20, 2025

Respectfully,

CB Stevens

C. B. "Buck" Stevens
Constable – Pct 3

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **10/28/2025**

Deputy Constable Appointment - Precinct 1

Upon recommendation of Precinct 1 Constable Michael Fulton, approve the appointment of the person below stated as a Deputy Constable.

Curtis Land - Full-time Deputy Constable Bailiff

Brazoria County Constable Office Pct. 1
Constable Mike Fulton
202 Peach St., Suite 157
Lake Jackson, Texas 77566

Commissioners Court
Brazoria County Courthouse
237 E. Locust Street
Angleton, TX 77515

Re: Confirmation of Deputy Constable for Precinct 1

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individuals that will serve as a Full Time Deputy Constable Bailiff for Precinct 1.

1. Curtis Land *(Currently a police officer with the Freeport Police Department)*

Best Regards,

Mike Fulton – Constable
Brazoria County Constable Office Pct. 1

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **10/28/2025**

Re-Appoint Industrial Development Corporation (IDC) Board Members

The Court hereby reappoints the following as the Industrial Development Corporation (IDC) Board of Directors for the period of May 1, 2024 through April 30, 2026 and for an additional period of May 1, 2026 through April 30, 2028.

Please see the attached Exhibit A.

Exhibit A

The Court hereby reappoints the following as the Industrial Development Corporation Board of Directors for the period of May 1, 2024 through April 30, 2026 and for an additional period of May 1, 2026 through April 30, 2028.

NAME	ADDRESS	EXPIRATION OF TERM
Brazoria County Judge L.M. Matt Sebesta, Jr. *or successor*	237 E. Locust, Suite 401 Angleton, Texas 77515	1st Term – April 30, 2026 2nd Term – April 30, 2028
Commissioner Pct. 1 Jay Burridge *or successor*	Mailing Address: PO Box 998 Clute, Texas 77531 Physical Address: 1432 Highland Park Dr. Clute, Texas 77531	1st Term – April 30, 2026 2nd Term – April 30, 2028
Commissioner Pct. 2 Ryan Cade *or successor*	21017 CR 171 Angleton, Texas 77515	1st Term – April 30, 2026 2nd Term – April 30, 2028
Commissioner Pct. 3 Stacy L. Adams *or successor*	Mailing Address: PO Box 548 Alvin, Texas 77512 Physical Address: 2508 N. Gordon St. Alvin, Texas 77511	1st Term – April 30, 2026 2nd Term – April 30, 2028
Commissioner Pct. 4 David Linder *or successor*	121 N. 10th Street West Columbia, Texas 77486	1st Term – April 30, 2026 2nd Term – April 30, 2028

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **10/28/2025**

Out of State Travel

Approve the Library Director, Assistant Director Library Support Services, and Community Engagement Coordinator to attend the Public Library Association Conference in Minneapolis, MN from April 1, 2026 through April 3, 2026.

Further, that all travel expenses will be paid out of the FY26 budget as approved by Commissioners Court.

Schedule At-a-Glance

Most conference events—including all concurrent programs—will take place in the Minneapolis Convention Center, 1301 2nd Ave S, Minneapolis, MN 55404.

All times are Central Daylight Saving Time. ($) indicates an event requiring a separate paid registration or ticket. (★) indicates an event requiring a separate free registration or ticket. Schedule is subject to change.

Day, Date	Time	Event
Tuesday, March 31, 2026	7:30 AM–5:00 PM	Registration Open
	12:15 PM–5:00 PM	Minneapolis Metropolitan Library Tour ($)
	1:00 PM–3:00 PM	Hot Takes
	3:30 PM–5:00 PM	Conference 101
Wednesday, April 1, 2026	7:00 AM–6:00 PM	Registration Open
	8:30 AM–10:00 AM	Opening Session
	10:15 AM–12:15 PM	Deep Dive Programs
	10:15 AM–11:15 AM	Programs
	11:45 AM–12:45 PM	Programs
	12:30 PM–1:45 PM	Author Lunch ($)
	2:00 PM–3:00 PM	Programs

	3:00 PM–6:00 PM	Exhibits Opening Reception
Thursday, April 2, 2026	7:00 AM–8:00 AM	Children's-Author Breakfast (★)
	7:30 AM–5:00 PM	Registration Open
	8:00 AM–9:00 AM	Big Ideas Session
	9:00 AM–5:00 PM	Exhibits Open
	9:00 AM–10:00 AM	Exhibits Coffee Break
	10:15 AM–12:15 PM	Deep Dive Programs
	10:15 AM–11:15 AM	Programs
	11:45 AM–12:45 PM	Programs
	12:30 PM–1:45 PM	Author Lunch ($)
	2:00 PM–3:00 PM	Programs
	3:00 PM–4:00 PM	Exhibits Coffee Break
	4:00 PM–5:00 PM	Programs
	5:00 PM–6:30 PM	Conference Happy Hour
	7:00 PM–9:00 PM	Dine Around Minneapolis (★)
Friday, April 3, 2026	7:30 AM–2:00 PM	Registration Open
	8:00 AM–9:00 AM	Programs
	9:00 AM–2:00 PM	Exhibits Open
	9:00 AM–10:00 AM	Exhibits Coffee Break

	10:15 AM–12:15 PM	Deep Dive Programs
	10:15 AM–11:15 AM	Programs
	11:45 AM–12:45 PM	Programs
	12:30 PM–1:45 PM	Author Lunch ($)
	1:30 PM–2:00 PM	Exhibits Closing Reception
	2:15 PM–3:15 PM	Programs
	3:30 PM–4:30 PM	Closing Session

Public Library Association | A division of the American Library Association
225 N. Michigan Ave, Suite 1300 | Chicago, IL 60611
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BRAZORIA COUNTY LIBRARY SYSTEM

Conference Request

Name (ALA #1235072)

Conference/Workshop/Class PLA Biennial Conference

Location Minneapolis, MN

Date April 1-3, 2026

I estimate my expenses as follows:

Complete the following areas if any portion of the expenses will be paid/reimbursed by the county.

Registration	$364	***Please include registration form, member number and event schedule***
Travel	$ 1,634.00	
Method	flight	
Mileage (if applicable)		***see mileage table or consult Google Maps***
Other (airfare, parking, etc.)	$ 45.00	
Total	$ 420.00	

Please include hotel confirmation paperwork with this request

Lodging	
Name of Hotel	Hilton Centric
Number of nights	4
Rate/night	$ 200.00
Total	$ 800.00

Total Per diem (from calculator) $ 414.00

GRAND TOTAL $ 1,998.00

☐ Approved by supervisor

this form does not need to be forwarded to Administration if no county funds are being used

☑ Approved by Library Director

Director approval is only needed if county funds are being used.

Conference Request

Name (ALA #1269724)

Conference/Workshop/Class PLA Biennial Conference

Location Minneapolis, MN

Date April 1-3, 2026

I estimate my expenses as follows:

Complete the following areas if any portion of the expenses will be paid/reimbursed by the county.

Registration	$364	***Please include registration form, member number and event schedule***
Travel	$ 1,634.00	
Method	flight	
Mileage (if applicable)		***see mileage table or consult Google Maps***
Other (airfare, parking, etc.)	$ 45.00	
Total	$ 420.00	

Lodging		***Please include hotel confirmation paperwork with this request***
Name of Hotel	Hilton Centric	
Number of nights	4	
Rate/night	$ 200.00	
Total	$ 800.00	

Total Per diem (from calculator) $ 414.00

GRAND TOTAL $ 1,998.00

☐ Approved by supervisor

this form does not need to be forwarded to Administration if no county funds are being used

☑ Approved by Library Director

Director approval is only needed if county funds are being used.

Conference Request

Name (ALA #2329298

Conference/Workshop/Class PLA Biennial Conference

Location Minneapolis, MN

Date April 1-3, 2026

I estimate my expenses as follows:

Complete the following areas if any portion of the expenses will be paid/reimbursed by the county.

Registration $364 ***Please include registration form, member number and event schedule***

Travel $ 1,634.00

Method flight

Mileage (if applicable) ***see mileage table or consult Google Maps***

Other (airfare, parking, etc.) $ 45.00

Total $ 420.00

Please include hotel confirmation paperwork with this request

Lodging

Name of Hotel Hilton Centric

Number of nights 4

Rate/night $ 200.00

Total $ 800.00

Total Per diem (from calculator) $ 414.00

GRAND TOTAL $ 1,998.00

☐ Approved by supervisor

this form does not need to be forwarded to Administration if no county funds are being used

☑ Approved by Library Director

Director approval is only needed if county funds are being used.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **10/28/2025**

Multiple Use Agreement with Texas Department of Transportation

Upon recommendation from Parks Director, Bryan Frazier, Brazoria County Commissioners Court approves an agreement with Texas Department of Transportation (TxDOT) to acquire design plans for a public boat ramp on Chocolate Bayou.

Further, that the County Judge be authorized to sign related documents on behalf of Brazoria County, after review and approval by the District Attorney's Office - Civil Division.

A certified copy of Court Order shall be sent to Brazoria County Parks Department.

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Brazoria County, hereinafter called the County, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS on the _____ day of _____ 20____, the governing body for the County, entered into Order No. _____ hereinafter identified by reference, authorizing the County's participation in this agreement with the State; and

Brazoria County

WHEREAS the County has requested the State to permit the construction, maintenance, and operation of a public Boat Ramp on the highway right of way, ROADWAY FM 2004, CONTROL SECTION NO. 2523-02-074.
(General description of area including either the control number or GPS coordinates.) Boat Ramp construction cannot be concurrent to any existing or future construction at or near the FM 2004 Chocolate Bayou Bridge. All construction of the boat ramp will adhere to the conditions set forth in the issued Environmental Permits. Shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the State for the purpose of determining the respective responsibilities of the County and the State reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The County will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the County, shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the County and found not to comply with ADA or TAS shall be corrected at the entire expense of the County.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^1/_2$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow. If the State determines that the County has failed to comply with these responsibilities, it will perform the necessary work and charge the County the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The County shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the County for use of the facility under this agreement, the County will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, or maintenance of the facility the County must provide a multiple year plan detailing how the additional revenue will be used for construction, operation,

or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the County 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations hereinto make improvements to said facility shall immediately cease and terminate and County shall be responsible for the facility's timely removal at no cost to the State. If the State determines that County has failed to timely remove the facility, it will perform the necessary work and charge County the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The County shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW AND UP TO THE LIMITAIONS ON LIABILITY SET FORTH IN THE TEXAS TORT CLAIMS ACT, AS AMENDED THE County WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATI ON OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

No party to this agreement intends to waive, relinquish, limit, or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other p arty and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors, or employees. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the County shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The County, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. County shall include TxDOT as an additional insured by endorsement in County 's commercial general liability insurance

policy. Prior to beginning work on the State's right of way, the County 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The County shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon and

hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted b y a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The County must provide the State with access to any information the State considers relevant to the investigation or audit, The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the County if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

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. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

Brazoria County

Bryan Frazier
Brazoria County Parks Dept.
41871 State Highway 288
Angleton, TX 77515

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the

State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Certificate of Insurance (TxDOT Form 1560)
Exhibit D - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

County on the _____ day of 2025 and the,

State on the _____ day of _____, 20_____.

Brazoria County

By: _____
Signature

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

County Judge
Title

Brazoria County
Agency

_____
Contact Office and Telephone No.

STATE OF TEXAS

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

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

APPROVAL RECOMMENDED:

_____
District Engineer

_____
Printed Name

_____
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **10/28/2025**

Temporary Partial Closure of Pedestrian Beach at Quintana Beach County Park

The Court Authorizes the Brazoria County Parks Director to close to the public an area of the beach adjacent to the Quintana Beach County Park in connection with the recovery and salvage of a sunken barge near the site of the Quintana Park Fishing Pier.

The date of initiation and duration of such closure shall be determined by the Parks Director and shall endeavor to minimize impact and prioritize safety of the public. The closure shall abide by all applicable law and State agency requirements.

Further, it is ordered that a copy of this order be sent to the Parks Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **10/28/2025**

Sell Surplus Vehicles

Approval to sell via on-line auction utilizing GovDeals, of Montgomery, Alabama, via BuyBoard Purchasing Cooperative Contract #708-23, miscellaneous vehicles per the attached list.

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date **08/14/2025**

Department: **JUVENILE** Dept #: **36000** Fund: **10000**

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) X

TYPE OF TRANSACTION:

Disposal via Auction X Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

State/Federal Funds: Yes____ No_____

Comments:_____

_____

_____

Completed By: _Lance Gardner_____ Date: _09/03/2025_____

Department Head: Kyle Teat _____ Date: 9.3.2025

Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2009 FORD VAN, WHITE	1FBNE31L69DA37601			Battery issues
2010 CHEVROLET IMPALA, WHITE	2G1WA5EK0A1222003			Battery Issues
2011 FORD VAN, WHITE	1FBNEBL3BDA70463			Battery consistently does not keep charge

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2009 DODGE D1500 PICKUP	1D3HB13PX9J527201			Battery issues
2008 CHEVROLET IMPALA, WHITE	2G1WB58KX81208046			Continuously breaks down while driving. Soileau's says they can't repair.
2011 CHEVROLET IMPALA, WHITE	2G1WF5EK7B1223670			Windshield leak & Mildew in the car & Battery issues
2011 FORD EXPEDITION, WHITE	1FMJU1F5XBEF19026			Back of the vehicle is busted out. Also, the back door is smashed in.
2010 FORD VAN WHITE	1FBNE3BSXADA67789			Has no air conditioning

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Renew Windstorm Insurance Policy for San Luis and Quintana Beach Properties

Upon final review by the District Attorney's Office - Civil Division, approve the attached Texas Windstorm Insurance Association (TWIA) renewal quote from Arthur J. Gallagher & Co. for San Luis and Quintana Beach properties for policy period November 12, 2025 - November 21, 2026 with a not to exceed premium cost of $29,455.00.

In addition, approve the attached TWIA renewal quote from Arthur J. Gallagher & Co. for property located at Surfside Beach. Policy period shall be November 12, 2025 to November 12, 2026 with a not to exceed premium cost of $1,935.00.

The expenditure will be funded by the County's general fund for Fiscal Year 2026 budget.

Further, that the County Judge be authorized to sign any required documents to renew the policy.

BRAZORIA COUNTY
111 E LOCUST ST
STE 303
ANGLETON, TX 77515-4664



Texas Windstorm Insurance Association

4801 Southwest Parkway
Building 1, Suite 200, Austin, TX 78735

PO Box 99090 Austin,
TX 78709-9090

www.twia.org
(800) 788-8247

TWCB0000853984

TEXAS WINDSTORM INSURANCE ASSOCIATION

Policy Renewal Offer

Offer Date:	10/07/2025	Agent Name:	Arthur J Gallagher Risk Management Services LLC Arthur J Gallagher Risk Management Services Inc - PRODUCER GROUP (23032)
Offer Reference Number:	0016500857	Agent Phone:	(281) 655-6728
Policy Number:	TWCB0000853984	Agent Address:	2618 Broadway St Pearland, TX 77581
Property Location:	14001H CR 257 Freeport, TX 77541 Brazoria		

Dear Brazoria County,

This packet contains the information you need to renew your Texas Windstorm Insurance Association (TWIA) policy.

Your current policy expires soon. To ensure you do not have a lapse in coverage, we must receive payment no later than the 10th day following the due date listed below. Payments received after that may cause your policy effective date to change to the date your payment was received.

To make a payment online and view your billing and payment options, please log into your TWIA account at www.twia.org. Payments made online will post to your account immediately. If that isn't an option, use an alternative mailing method listed on the back of this page.

If your insurance premium has been setup as mortgagee billed, an invoice has also been sent to your mortgage company.

Proposed Policy Effective Date	Proposed Policy Expiration Date	Total Premium	Payment Due Date	Amount Due
November 12, 2025	November 12, 2026	$29,455.00	11/12/2025	$29,455.00

Payments received on or after 12/13/2025 will be returned without a policy issued.

If you have questions regarding this renewal offer, please contact your agent or TWIA at (800) 788-8247.

Sincerely,
Texas Windstorm Insurance Association

Detach and return with payment. Please do not send cash.

Policy or Offer Number	Total Premium	Due Date	Amount Due	Amount Enclosed
0016500857	$29,455.00	11/12/2025	$29,455.00	

Make check payable to Texas Windstorm Insurance Association and include your offer/policy reference number on your check. **Please do not mail any other correspondence to this address.**

Insured:
Brazoria County
111 E Locust St, Ste 303
Angleton, TX 77515-4664

Mail To:
Texas Windstorm Insurance Association
P.O. Box 843146
Dallas TX 75284-3146

2000000016500857000000002945500

TEXAS WINDSTORM INSURANCE ASSOCIATION

Alternative Mailing Methods

NOTICE: All payments mailed using the below methods must be mailed to the Texas Windstorm Insurance Association address listed below. They will not be accepted at the post office box address listed on the detachable payment coupon.

If mailing your payment, to ensure your policy will go into effect without a lapse in coverage, mail your payment no later than the 10th day following the due date by using one of the following alternative mailing methods:

- USPS Registered Mail
- USPS Certified Mail
- USPS Priority Mail Express
- Regular mail that is hand cancelled by USPS
- Other services that provide acceptable, traceable proof of mail date

When using an alternative mailing method, please make checks payable and send payment to:

Texas Windstorm Insurance Association
4801 Southwest Parkway
Building 1, Suite 200
Austin, TX 78735

ONLINE PAYMENTS: You can also make a payment online by logging into your TWIA account at www.twia.org. Payments made online will post to your account immediately.

TEXAS WINDSTORM INSURANCE ASSOCIATION

Renewal Offer Summary

COVERAGES - Windstorm and Hail Only

COVERAGE SUMMARY	
TOTAL POLICY PREMIUM:	**$29,455**
	Minimum earned premium applies

LOCATION INFORMATION: LOCATION 1		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
14001H CR 257 Freeport, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 1		PREMIUM:$2,139
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$144,000	$2,431
Deductible 1% ($1000 min)	$1,440	-$292
Coinsurance 80%		
Construction Type: Frame (ISO 1) Property Class Code: 0844 Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 2		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
14001A CR 257 Addition: San Luis Park Freeport, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 2		PREMIUM:$4,109
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$50,000	$4,566
Deductible 1% ($1000 min)	$1,000	-$457
Coinsurance 80%		
Construction Type: Frame Property Class Code: 0844 Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 3		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
14001D CR 257 Addition: San Luis Park Freeport, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 3		PREMIUM:$90
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$7,000	$118
Deductible 1% ($1000 min)	$1,000	-$28
Coinsurance 80%		
Construction Type: Frame (ISO 1) Property Class Code: 0844 Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 4		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
14001F CR 257 Addition: San Luis Park Freeport, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 4		PREMIUM:$90
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$7,000	$118
Deductible 1% ($1000 min)	$1,000	-$28
Coinsurance 80%		
Construction Type: Frame (ISO 1) Property Class Code: 0844 Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 5		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
14001 CR 257 Addition: San Luis Pass Freeport, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 5		PREMIUM:$7,122
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$501,000	$8,459
Deductible 1% ($1000 min)	$5,010	-$1,946
Coinsurance 80%		
Construction Type: Frame (ISO 1)		
Property Class Code: 0844		
Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included
Coverage B		
Business Personal Property Coverage	$50,000	$677
Deductible 1% ($1000 min)	$1,000	-$68
Coinsurance 80%		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

COVERAGE SUMMARY - BUILDING ID: 6		PREMIUM:$1,039
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$219,000	$1,143
Deductible 1% ($1000 min)	$2,190	-$171
Coinsurance 80%		
Construction Type: Steel Frame (ISO 4)		
Property Class Code: 0844		
Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included
Coverage B		
Business Personal Property Coverage	$20,000	$82
Deductible 1% ($1000 min)	$1,000	-$15
Coinsurance 80%		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 6		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
330G 5th ST Addition: Quintana Beach Park Quintana, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 8		PREMIUM:$5,505
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$67,000	$6,117
Deductible 1% ($1000 min)	$1,000	-$612
Coinsurance 80%		
Construction Type: Frame		
Property Class Code: 0844		
Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 7		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
330K 5th ST Addition: Quintana Beach Park Quintana, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 9		PREMIUM:$1,754
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$118,000	$1,993
Deductible 1% ($1000 min)	$1,180	-$239
Coinsurance 80%		
Construction Type: Frame (ISO 1)		
Property Class Code: 0844		
Property Class Description: Community Recreational Facilities - not operated by governmental agency		
TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	N/A	Included

LOCATION INFORMATION: LOCATION 8		
LOCATION ADDRESS	**COUNTY**	**TERRITORY CODE**
330 5th ST Addition: Quintana Beach Park Quintana, TX 77541	Brazoria	10

COVERAGE SUMMARY - BUILDING ID: 13		PREMIUM:$7,607
BUILDING AND BUSINESS PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Building Coverage	$500,000	$8,442
Deductible 1% ($1000 min)	$5,000	-$1,688
Coinsurance 80%		
Construction Type: Frame (ISO 1)		
Property Class Code: 0844		
Property Class Description: Community Recreational Facilities - not operated by governmental agency		
Coverage B		
Business Personal Property Coverage	$70,000	$948
Deductible 1% ($1000 min)	$1,000	-$95
Coinsurance 80%		

POLICY FORMS AND ENDORSEMENTS

FORMS APPLICABLE TO ALL COVERAGES				
COVERAGE FORM	**FORM NUMBER**	**EDITION**	**LIMIT**	**PREMIUMS**
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

BRAZORIA COUNTY
111 E LOCUST ST
STE 303
ANGLETON, TX 77515-4664



Texas Windstorm Insurance Association

4801 Southwest Parkway
Building 1, Suite 200, Austin, TX 78735

PO Box 99090 Austin,
TX 78709-9090

www.twia.org
(800) 788-8247

TWRD0000161943

TEXAS WINDSTORM INSURANCE ASSOCIATION

Policy Renewal Offer

Offer Date:	10/08/2025	Agent Name:	Arthur J Gallagher Risk Management Services LLC Arthur J Gallagher Risk Management Services Inc - PRODUCER GROUP (23032)
Offer Reference Number:	0016500466	Agent Phone:	(281) 655-6728
Policy Number:	TWRD0000161943	Agent Address:	2618 Broadway St Pearland, TX 77581
Property Location:	301 Parkview DR Surfside Beach, TX 77541 Brazoria		

Dear Brazoria County,

This packet contains the information you need to renew your Texas Windstorm Insurance Association (TWIA) policy.

Your current policy expires soon. To ensure you do not have a lapse in coverage, we must receive payment no later than the 10th day following the due date listed below. Payments received after that may cause your policy effective date to change to the date your payment was received.

To make a payment online and view your billing and payment options, please log into your TWIA account at www.twia.org. Payments made online will post to your account immediately. If that isn't an option, use an alternative mailing method listed on the back of this page.

If your insurance premium has been setup as mortgagee billed, an invoice has also been sent to your mortgage company.

Proposed Policy Effective Date	Proposed Policy Expiration Date	Total Premium	Payment Due Date	Amount Due
November 12, 2025	November 12, 2026	$1,935.00	11/12/2025	$1,935.00

Payments received on or after 12/13/2025 will be returned without a policy issued.

If you have questions regarding this renewal offer, please contact your agent or TWIA at (800) 788-8247.

Sincerely,
Texas Windstorm Insurance Association

Detach and return with payment. Please do not send cash.

Policy or Offer Number	Total Premium	Due Date	Amount Due	Amount Enclosed
0016500466	$1,935.00	11/12/2025	$1,935.00	

Make check payable to Texas Windstorm Insurance Association and include your offer/policy reference number on your check. **Please do not mail any other correspondence to this address.**

Insured:
Brazoria County
111 E Locust St, Ste 303
Angleton, TX 77515-4664

Mail To:
Texas Windstorm Insurance Association
P.O. Box 843146
Dallas TX 75284-3146

20000000165004660000000000193500

TEXAS WINDSTORM INSURANCE ASSOCIATION

Alternative Mailing Methods

NOTICE: All payments mailed using the below methods must be mailed to the Texas Windstorm Insurance Association address listed below. They will not be accepted at the post office box address listed on the detachable payment coupon.

If mailing your payment, to ensure your policy will go into effect without a lapse in coverage, mail your payment no later than the 10th day following the due date by using one of the following alternative mailing methods:

- USPS Registered Mail
- USPS Certified Mail
- USPS Priority Mail Express
- Regular mail that is hand cancelled by USPS
- Other services that provide acceptable, traceable proof of mail date

When using an alternative mailing method, please make checks payable and send payment to:

Texas Windstorm Insurance Association
4801 Southwest Parkway
Building 1, Suite 200
Austin, TX 78735

ONLINE PAYMENTS: You can also make a payment online by logging into your TWIA account at www.twia.org. Payments made online will post to your account immediately.

TEXAS WINDSTORM INSURANCE ASSOCIATION

Renewal Offer Summary

LOCATION INFORMATION						
LOCATION ADDRESS	**CONSTRUCTION TYPE**	**YEAR BUILT**	**OCCUPANCY**	**COUNTY**	**TERRITORY CODE**	**COASTAL ZONE**
301 Parkview DR Surfside Beach TX 77541	Frame	1970	Secondary	Brazoria	10	Seaward

COVERAGES - Windstorm and Hail Only

COVERAGE SUMMARY

TOTAL POLICY PREMIUM: **$1,935.00**

Minimum earned premium applies

DWELLING AND PERSONAL PROPERTY	**LIMITS**	**PREMIUMS**
Coverage A		
Structure	$166,000	$1,808
Deductible 1% ($100 min)	$1,660	Included

POLICY FORMS AND ENDORSEMENTS

NUMBER	**EDITION**	**NAME**	**LIMIT**	**PREMIUMS**
TWDP	04/01/2020	TWIA Dwelling Policy	N/A	Included
TWIA-220	03/01/2012	Automatic Adjusted Building Cost Endorsement	N/A	Included
TWIA-431	05/05/2015	Extension of Coverage - Increased Cost of Construction	$8,300	$127
TWIA-802	11/08/2019	Replacement Cost Coverage A (Dwelling)	N/A	Included

TEXAS WINDSTORM INSURANCE ASSOCIATION

Policy Change Notice

Date Processed:

Change Effective Date: 11/12/2025
Policy Number: TWRD0000161943
Policyholder: Brazoria County
Property Location: 301 Parkview DR
Surfside Beach, TX 77541
Brazoria

Agent Name: Arthur J Gallagher Risk Management Services LLC
Arthur J Gallagher Risk Management Services Inc - PRODUCER GROUP (23032)
Agent Phone: (281) 655-6728
Agent Address: 2618 Broadway St
Pearland, TX 77581

ADDED

REMOVED

CHANGED

	PREVIOUS	NEW
Dwelling - Actual Cash Value	99223	99824
Dwelling - Replacement Cost	180406	181499
Structure Coverage Limit	$165,000	$166,000

If you have any questions regarding these changes, please contact your agent or call TWIA at (800) 788-8247.

Texas Windstorm Insurance Association

P.O. Box 99090, Austin, Texas 78709-9090

(800) 788-8247 | www.twia.org

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **10/28/2025**

Amend Tyler Technologies Software as a Service Agreement

Approve Amendment to Tyler Technologies Software as a Service Agreement initially approved by Court Order H.26 dated July 22, 2025 in order to correct grammatical errors contained in the executed agreement.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Brazoria County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 25, 2025 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The highlighted and underlined portion of the Investment Summary (Exhibit A to the Agreement) pictured below in subsection (a), is hereby deleted and replaced with the language in subsection (b).

   (a)

Software Fees			
SaaS Payments	Year 1	Year 2	Year 3
Annual SaaS Fees	$65,500	$68,775	$72,214
Services	$15,000		
Total Annual SaaS Fee	$80,500	$68,775	$72,214

   (b) Total Annual Fee

2. Section 3.1.2 of the Invoicing and Payment Policy, attached as Exhibit B to the Agreement and pictured below in subsection (a), is hereby deleted and replaced with the language in subsection (b).

   (a) 3.1.2 Civil Process. Fees for Civil Process implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, as they relate to the implementation of the Civil Process software only:

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Civil Process Software in live production	10%

   (b) 3.1.2 Civil Process. Professional Services for the Civil Process Migration shall be invoiced upon completion.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions

of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Brazoria County, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46. **7/22/2025**

Amend Agreement with Tyler Technologies

Approve the attached Tyler Technologies Software as a Service Agreement to replace the original Agreements and any amendments as approved by Commissioners Court Order No. VII.B.3.c dated July 10, 2012 - Agreement dated August 14, 2012; Court Order No. 8.K.14 dated January 12, 2021 - Agreement dated February 1, 2021, and pursuant to the sole source justification approved in Court Order No. 7.H.5 dated November 24, 2020.

Further, that County Judge be authorized to execute the Agreement or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

Further, that a copy of this order be sent to Information Systems and Purchasing Department.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to an End User License Agreement and Professional Services Agreement dated August 14, 2012, as amended, pursuant to which Client purchased a license to Tyler's Odyssey Case Manager solution and associated software and services (the "Odyssey Agreement");

WHEREAS, Client and Tyler are also parties to a License and Services Agreement dated February 1, 2021, as amended, pursuant to which Client purchased a license to Tyler's Civil Process software and associated services (the "Civil Process Agreement," and, collectively with the Odyssey Agreement, the "Original Agreements"); and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreements and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Brazoria County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.

- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreements. When Tyler makes the Tyler Software set forth in the

Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreements will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.

2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

4. Ownership.

   4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

7. SaaS Services.

7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

7.7 We provide secure Data transmission paths between each of your workstations and our servers.

7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to

ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process,

we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.

You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. Notwithstanding the Effective Date, the initial term of this Agreement is three (3) years from October 1, 2025, unless earlier terminated as set forth below. Tyler reserves the right to begin the SaaS migration services on or around the commencement date of the initial term. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation

infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions

not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of

this Agreement by a party or its employees or agents; or

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your

end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at https://www.tylertech.com/terms/cybersecurity-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	TEAMS Terms and Conditions
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Brazoria County, TX

By:_____

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

Title: County Judge

Date: 7/22/25

Address for Notices:
Brazoria County, TX
Information Systems
237 E. Locust, Suite 505
Angleton, TX 7515
Attention: Russell Webb

With a copy to:
Brazoria County District Attorney's Office
237 E. Locust, Suite 305
Angleton, TX 77515
Attention: Civil Division



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Civil Process Investment Summary

Software Fees				
SaaS Payments	**Year 1**	**Year 2**	**Year 3**	
Annual SaaS Fees	$65,500	$68,775	$72,214	
Services	$15,000			
Total Annual SaaS Fee	**$80,500**	**$68,775**	**$72,214**	
Civil Process				**Annual SaaS Fee**
Civil Serve				$65,500
CivilProcess Mobile				Included
Attorney Access (CivilView)				Included
Public Sales Access (SalesWeb)				Included
Civil Case Access Internal (Civil Quesry/Precinct Search)				Included
PeopleSoft Custom Export				Included
Enterprise Justice Case Manager / Civil Process Standard Integration				Included
			Annual SaaS Fees Sub-Total	**$65,500**
Implementation Services				
Professional Services (Fixed-Cost)				
One-time professional services				$15,000
			Total Professional Services Cost	**$15,000**

Notes:

Civil Serve:

- Includes two environments
- Includes TID Workforce Direct

Enterprise Justice Investment Summary

Software Fees				
SaaS Payments	**Year 1**	**Year 2**	**Year 3**	
Annual SaaS Fees	$1,182,081	$1,240,435	$1,301,707	
Migration Incentive for Case Manager	($93,366)	($49,017)	$0	
Total Annual SaaS Fee	**$1,088,715**	**$1,191,418**	**$1,301,707**	
Enterprise Justice				**Annual SaaS Fee**
Enterprise Case Manager - All Case Types				$1,182,081
Enterprise Attorney Manager				Included
Enterprise Justice Check Manager				Included
Enterprise Document Management Bundle				Included
Enterprise Record on Appeal				Included
Portal				Included
eSignature (Includes merged Tiff)				Included
Enterprise Judge Edition (10 users)				Included
Enterprise Case Manager Integration Toolkit				Included
OCR Level 1				Included
Enterprise Financial Manager				Included
Enterprise Jail Manager				Included
Enterprise Mugshots				Included
Enterprise Jail Data Export				Included
Enterprise Law Enforcement				Included
Enterprise Jail Manager Integration Toolkit				Included
Biometric Identification				Included
Enterprise Custom Reports				Included
VINE				Included
Managed Detection and Response - Free 4 week trial				Included
			Annual SaaS Fees Sub-Total	$1,182,081
Implementation Services				
Professional Services (Fixed-Cost)				
Teams 10				Included
			Total Professional Services Cost	**$0**

Notes:

Enterprise Justice:

- Tyler has included storage up to 35TB. Additional TB storage may be purchased at $1,300 per TB.
- Includes one production and two non-production environements.
- First year of Teams 10 is used to perform the migration to SaaS.

** The Managed Detection and Response (MDR) 4-week trial period begins with the installation of the Tyler MDR service. The client's access to the Tyler MDR services terminates at the end of the Trial Period unless the client provides written confirmation that it wishes to receive Tyler MDR as a paid service, and the parties execute an amendment setting for the ongoing terms and fees for such service.

** Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a sponsorship credit of $70,492. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term (October 1, 2025) as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on October 1, 2025, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

2. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of October 1, 2025.

3. Other Tyler Software and Services.

   3.1 Professional Services.

   3.1.1 Enterprise Justice. Fees for Enterprise Justice implementation and other professional services (including training) are included with Year 1 of the TEAMS-10 services.

   3.1.2 Civil Process. Fees for Civil Process implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, as they relate to the implementation of the Civil Process software only:

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Civil Process Software in live production	10%

   3.2 TEAMS-10 Services. The TEAMS-10 Services shall have an annual term that runs concurrently with the SaaS term of this Agreement, unless earlier terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your annual

TEAMS-10 fees are included in, and will be invoiced with, your annual SaaS fees. TEAMS-10 Services are subject to the terms set forth in Exhibit D.

3.3 Managed Detection and Response ("MDR") Services. Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the "Trial Period"). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(24) of this Agreement.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.

(2) Email – for less urgent situations, users may submit emails directly to the software support group.

(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.

(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.

(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Tyler Education, Adoption & Managed Services (TEAMS) Terms and Conditions

TEAMS Level	**Annual Units of Service**	**Annual Tyler Connect Pass**	**Annual Cost**
TEAMS-10	**10**	**1**	**Included with SaaS Fees**

Program Details:

- TEAMS Units and Connect Passes must be consumed during the current annual term. Units and passes not utilized shall be forfeited and will not carry over to any subsequent term.
- Connect pass does not include Client travel and expenses, only the cost of the conference attendance is included.
- TEAMS units can be utilized for activities listed in Tyler's published TEAMS verticals of service.
- All TEAMS services will be completed remotely by Tyler staff and are inclusive of deployment, project management, and consulting activities.
- All Travel will utilize two (2) Units of the annual TEAMS allotment for each trip of up to four (4) consecutive days in length.
- Tyler reserves the right to update the unit cost in our published TEAMS verticals annually in accordance with changes to implementation or training scope.
- Unit costs do not include additional software licenses, maintenance, or SaaS fees. Any additional required software licenses, maintenance, or SaaS fees will need to be purchased by the client through an additional agreement or amendment.
- 1-hour Checkpoint meeting to ensure that regular, structured communication is maintained throughout the service (focus on planning activities with TEAMS agreement).

Exhibit E
Statement of Work

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Statement of Work

Brazoria County

"Client"

SaaS Migration

Tyler Technologies, Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
(972)713-3770 phone

"Tyler"



Brazoria County– Enterprise Justice Implementation

Statement of Work (SOW)

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1. Introduction

Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 ("Tyler SaaS Migration and Upgrade Schedule"), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client's readiness and

acceptance process.

Products and Services Included: The following products and services are governed by this Statement of Work:

Table 1 - Licensed Products and In Scope Services

Licensed Products
• N/A – No software products will be installed or delivered. This is a migration activity only.
Services Summary

• Project Management – Project Duration
  ○ Scope and contract verification
  ○ Maintain project schedule
  ○ Schedule tasks and activities for Tyler staff
  ○ Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources
  ○ Status reporting
  ○ Testing plan assistance
  ○ Go-Live Planning Assistance
• On-Premise to SaaS Migration Technical and Consulting Services
  ○ Build two (2) non-production and one (1) production SaaS environments per SaaS agreement
  ○ Migrate (copy) Data to SaaS Test and SaaS Production environments
  ○ Migrate (Copy) Data to SaaS Stage environment if applicable
  ○ Migrate (copy) Images to SaaS Production environment
  ○ Enterprise Justice SaaS environment and Enterprise Justice configuration verification
  ○ Enterprise Custom Reports validation
  ○ Solution Validation Assistance – Client completes the activity, Tyler assists
  ○ Go-Live Support

Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

2. Definitions

The following terms and definitions shall be used through this Statement of Work.

1. Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps

that do not use the legacy system, or a combination of both.

3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
4. Data has the same meaning herein as it does in the Agreement.
5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.

19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment and must maintain both a primary and secondary internet connection through Client's chosen Internet Service Providers.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

Project Management Highlights		
Activities & Services	❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting) ❖ Create and update the project schedule ❖ Ensure project is within scope ❖ Create change orders for new scope as needed ❖ Track the project budget ❖ Assist in scheduling project activities ❖ With assistance and input from the Client project manager, track, manage, and update issues and risks ❖ With assistance and input from Client project manager, create the go-live transition schedule	
Objectives	❖ Manage project scope ❖ Track issues and risks ❖ Deliver the project on time, on budget, and within scope ❖ Assist the Client project manager as needed	
Participants	**Tyler**	**Client**
	❖ Project Manager	❖ Project Manager

Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client's Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler's hosted data center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

Assumptions

- Task is scheduled at least two weeks in advance.

Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

Deliverables

Deliverable	Description
1.2.1 Build SaaS Environment – Production	Tyler establishes a Production environment per the SaaS agreement
1.2.2 Build SaaS Environment - Test	Tyler establishes a Test environment per the SaaS agreement
1.2.2 Build SaaS Environment – Stage Environment	Tyler establishes a Stage environment per the SaaS agreement

Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client's on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current Stage environment Data to the SaaS Stage environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

Assumptions

- None

Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

Deliverables

Deliverable	Description
1.3.1 Migrate to SaaS Production for Testing	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

Integration Validation Assistance

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

Testing and Validation Assistance

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

Assumptions

- Pre-production SaaS migration has been completed.
- All internal or 3rd party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

Deliverables

Deliverable	Description
1.4.1 Org Chart Verification	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
1.4.2 ECR Validation	Tyler updates ECR configuration to reflect the SaaS environment.
1.4.3 Testing Assistance Complete	Tyler assists client with process testing and site verification. Client is responsible for testing.

Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support

until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

Assumptions

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance and cutover will take place during normal business hours.
- As part of the migration, Tyler will provide access to the newly deployed SaaS site that will become the future Production Environment. As part of this deployment and migration, Tyler will also upgrade the new SaaS Production Environment to a currently supported Enterprise Justice version. After the migration from the on-premise environment to the new SaaS environment, Tyler will manage all future upgrades, updates, and deployments of Enterprise Justice and supporting packages.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

Deliverables

Deliverable	Description
1.5.1 Go-Live Data Migration	Tyler migrates the on-premise Data to the SaaS Production environment
1.5.2 Go-Live Image Migration	Tyler migrates the on-premise Images to the SaaS Production environment
1.5.3 Go-Live: First Record Created in SaaS Environment	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

Task 1.6 - Transition to Support & Project Closeout

This task will occur only if the implementation is accepted as provided in the Agreement.

This task represents project completion and will signal the conclusion of implementation activities. In this

final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
1.6.1 Project Closeout Report	Report that indicates all deliverables have been completed and the project is closed.

Project Complete

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **10/28/2025**

Update Evaluation Committee for Flood Mitigation Project

Approve the correction to the updated evaluation committee as amended by Court Order I.8 dated October 14, 2025 to remove Ashlee Ferguson and replace with an Auditing Designee for “RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation”. All other members will remain the same.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **10/14/2025**

Amend Court Order 8.X.1 Dated February 14, 2023 Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation

Amend Court Order 8.X.1 “Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation” dated February 14, 2023 to remove Sofia Gibson of the Flood Plain Office from the evaluation committee and replace with Ashlee Ferguson as an Auditing Designee.

All other members will remain the same.

February 14, 2023

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 8.X.1

RE: Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation

---

Approval to advertise Request for Statement of Qualifications for "Contractor Qualifications-Residential Elevations for Flood Mitigation-FEMA Harvey Disaster Funding Recipients".

Further, that the Court appoint a committee to evaluate the responses from the persons shown below, their designee, or others persons as determined by the Court.

Joe Ripple, FloodPlain Office
Sofia Gibson, FloodPlain Office
Gerald Hendrick, Facilities Management
Ashlee Ferguson, Auditing
Natasha Stulberg, Purchasing Department (non-voting)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **10/28/2025**

Renew Equipment Breakdown Policy

Upon final review by the District Attorney's Office-Civil Division, approve the renewal for "Equipment Breakdown Policy" insurance with Arthur J. Gallagher Risk Management Services for a period of November 11, 2025 to November 11, 2026 for a not to exceed amount of $19,298.00.

Such expenditure will be funded by the County's General fund for Fiscal Year 2026 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement in order to bind coverage for the renewal period; and that the final documents be authorized to attach to the Minutes.



Proposal of Insurance

Brazoria County

111 E. Locust, Room 3030
Angleton, TX 77515

Presentation Date: October 16, 2025

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos.IL 100292093 / CA 0D69293

Gallagher

Insurance | Risk Management | Consulting

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Equipment Breakdown

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Flood
- Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, ***"Client Authorization to Bind Coverage":***

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,
Marie Suhey

Marie Suhey
Client Service Manager

Enclosure

Gallagher
Insurance | Risk Management | Consulting

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	*Role*	*Email*	*Phone*
Caleb Cooper Area Vice President	Producer	caleb_cooper@ajg.com	(281) 670-2972
Charlie Herr Regional Director	Producer	Charlie_herr@ajg.com	(630) 913-4378
Marie Suhey Client Service Supervisor	Service	marie_suhey@ajg.com	(281) 670-2955
Marcos Needle Account Executive	Support	marcos_needle@ajg.com	(281) 670-2949

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Renewal Option
		Liberty Mutual Fire Insurance Company	Liberty Mutual Fire Insurance Company
Equipment Breakdown	Premium	$16,500	$19,198.00
	Estimated Cost*	**$16,500**	**$19,198.00**
Agency Bill Administration Fee		$0.00	$100
Total Cost		**$16,500**	**$19,298.00**

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Excess Property, Windstorm, Property, Equipment Breakdown, Errors & Omissions, Terrorism Standalone, Active Shooter, Pollution Liability, Cyber Liability, Crime, Commercial Package (General Liability, Property), Flood, Aviation General Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a $100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

Named Insured

Named Insured	Equipment Breakdown
Brazoria County	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Equipment Breakdown	Liberty Mutual Fire Insurance Company (A XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Coverage Highlights

Equipment Breakdown

	Recommended Quote
Policy Term	**11/11/2025 – 11/11/2026**
Carrier Information	Liberty Mutual Fire Insurance Company
Payment Plan	Payment is due in full at binding
Payment Method	Agency Bill
Premium & Exposures	
Equipment Breakdown/Boiler & Machinery Premium	$19,198.00
Terrorism / TRIA (Included)	$0.00
Estimated Cost	**$19,198.00**
Exposure / Total Insurable Value	$421,819,403
Coinsurance (Coinsurance)	Waived - Business Income
Core Equipment Breakdown Coverages	
Limit Per Breakdown	$100,000,000
Property Damage	Included
Expediting Expenses	$2,500,000
Business Income	Included
• Extra Expense	Combined with Business Income
• Extended Period Of Restoration (# Of Days Of Coverage)	365 Days
• Data Or Media	Combined with Data and/or Media-PD
Spoilage Damage	$250,000
Utility Interruption (The maximum limit for Utility Interruption, subject to any applicable lower coverage limits, including business income, extra expense, and/or spoilage, respectively)	$1,000,000
Newly Acquired Premises	$2,500,000
• (Number Of Days Of Coverage)	90 Days
Ordinance Or Law	$2,500,000
Errors And Omissions	Included
Brands And Labels	Included
Contingent Business Income/Extra Expense	$2,500,000
• Covered Premises:	All Direct Supplier & Recipient locations
• Delivery of Services or Materials; or Sales:	All Services & Materials
Coverage Limitations	
• Ammonia Contamination	$250,000
• Consequential Loss	$250,000
• Data And Media	$2,500,000
• Hazardous Substance	$2,500,000
• Water Damage	$250,000
Limited Coverage for Fungus, Wet Rot and Dry Rot	
• Limit	$15,000
• Business Income and/or Extra Expense – Number of Days	30 Days
Increased Cost of Loss and Related Expenses for "Green" Upgrades	
• Property Damage Limit	$100,000
• Business Income and/or Extra Expense – Number of Days	30 Days
• Diagnostic Equipment (Included Or Excluded)	Included

• Limit of Insurance Off Premises Equipment Coverage	$2,500,000
• Limit of Insurance Miscellaneous Locations	$2,500,000
• Equipment Breakdown Enhancement Endorsement (See attached form for full details) – Key enhancements include:	- Civil Authority extension within 100 miles/4 weeks - Ingress/Egress - $250,000 sublimit - Claim Preparation Fees - $250,000 sublimit - Dependent Location extension for Contingent BI/EE - 150% replacement cost for Safety Improvements
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Equipment Breakdown Deductible	
Combined Deductible	$5,000
Property Damage Coverages	Included in Combined Deductible
Business Income	Included in Combined Deductible
Extra Expense	Included in Combined Deductible
Spoilage	Included in Combined Deductible
Coverage applies only if the interruption of services lasts at least	24 Hours
Binding Requirements	
Subject to :	
• Signed TRIA form.	

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Equipment Breakdown	Immediately report claims directly to:
Insurer: Liberty Mutual Fire Insurance Company **Policy Term:** 11/11/2025 – 11/11/2026	Insurer/TPA Name: Liberty Mutual Fire Insurance Company Phone: 800-362-0000/1-844-325-2467 Fax: Email: clclaimreports@libertymutual.com Web: https://business.libertymutualgroup.com/business-insurance/claims-process/report-a-claim

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Equipment Breakdown	Immediately report claims directly to:
Gallagher Claim Center **Policy Term:** 11/11/2025 – 11/11/2026	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/ . Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Compensation Disclosure Schedule

Client Name: Brazoria County

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name[1]	Est. Annual Premium[2]	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Equipment Breakdown	Liberty Mutual Fire Insurance Company	Risk Placement Services, Inc.	$19,198.00	N/A

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health**: 15-25%
- **Aviation**: 14-15%
- **Contract Bonds**: 20-30%
- **All Other Bonds/Surety**: 30-35%
- **Builders Risk**: 15-18%
- **Property**: 15-22%
- **Inland Marine**: 20-22.5%
- **Ocean Marine**: 15-17.5%
- **Casualty**: 14-15%
- **Commercial Auto**: 12.5-15%
- **Package / Business Owners Package**: 15-16.8%
- **Workers Compensation**: 8-11%
- **All Other Commercial**: 10-20%
- **Executive/Professional Lines**: 15-17.5%
- **Medical Malpractice**: 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 10/16/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ **Accept** ☐ **Reject**	**Equipment Breakdown** Liberty Mutual Fire Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Equipment Breakdown**

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Cyber Liability

☐ Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Other Services to Consider

☐ Yes ☐ No - **CORE**360™ STEP

☐ Yes ☐ No – eRiskHub

Coverage Amendments and Notes:

_____

_____

Fee Breakdown:

Agency Bill Administration Fee: $100.00

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

Brazoria County

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **10/28/2025**

Transfer of Surplus Heavy Equipment

Approve the transfer of two (2) surplus International Dump Trucks from the North Service Center to the Parks Department per the attached transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: __8/28/25_____

Transfer From: Road and bridge North Dept #: __73000_____Fund:10000_____

Transfer To: Parks _____ Dept #: _56000_____ Fund: 10000_____

TYPE OF ASSET:

General Property ____

Track Asset ($2,000-$4,999) ____

Capital Asset ($5,000+) __x__

Comments:_____na_____

__

_____

_____

Completed By: _Robert Franks_____ Date: 8/28/25_____

Department Head: _____ Date: _8/28/25_____
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2001 International Dump Truck	1HTSCAAR91H364751	3232	100000002423	Age, regular PM, bent bumper,functional,safe
2002 International Dump Truck	1HTMMAAR13H560546	3246	100000002438	Regular pm, operates functional

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **10/28/2025**

Transfer of Heavy Equipment

Approve the transfer of a Catepiller D2 Dozer from forfeiture to the Central Service Center per the attached court order from Justice of the Peace, Precinct 2, Place 2 and the transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: 10/17/2025

Transfer From: Forfeiture Dept #: _____ Fund: _____

Transfer To: Central Service Center Dept #: _____ Fund: _____

TYPE OF ASSET:

General Property	☐
Track Asset ($2,000-$4,999)	☐
Capital Asset ($5,000+)	✔

Comments: This was ordered to the Purchasing Agent for disposition by Judge Sherry Kersh Justice of the Peace, Pct 2, Place 2 Cause No. D-051198. Property forfeited to the Purchasing Agent to assign to a County Department for use.

Completed By: Susan P Serrano Date: 10/17/2025

Department Head _____ Date: 10/17/2025
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
Catepiller D2 Dozer	CATT000D2TXKR00307			Used/no known defects

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

CAUSE NO. D-051198

THE STATE OF TEXAS	§	IN THE JUSTICE OF THE PEACE
	§	
v.	§	PRECINCT 2, PLACE 2
	§	
KELLY MOORE	§	BRAZORIA COUNTY, TEXAS

ORDER FOR DISPOSITION

On this day the Court heard the States Motion for Disposition of Property.

After having heard and considered said Motion, it is hereby ORDERED, ADJUDGED AND DECREED that the black Tem-Trail utility trailer without a vehicle identification number or license plate, and the black car hauler trailer without a vehicle identification number or license plate be forfeited to the Brazoria County Sheriff's Office. It is further Ordered that Caterpillar D2 dozer PIN CAT000D2TXKR00307 be forfeited to the Brazoria County Purchasing Agent to assign to a County Department for its use.

SIGNED this 6 day of October, 2025.

JUDGE PRESIDING

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **10/28/2025**

Sole Source for Thomson Reuters

Grant an exemption from competitive bidding requirements for the purchase of legal publications on a broad scope relevant to all subjects of law to meet the needs of attorneys, patrons, and courthouse staff, per the attached Sole Source Justification Form.

The purchase from Thomson Reuters is in accordance with exemptions allowed under Texas Local Government Code §262.024(a)(7)(B).

Publications are paid for utilizing budgeted funds from various departments' approved budgets.

JUSTIFICATION FOR PROPRIETARY OR NON-COMPETITIVE PURCHASE

DATE: 10/9/25

TO: Susan Serrano, Purchasing Director

For Presentation to Commissioners Court:

Below is justification for a proprietary or non-competitive purchase pursuant to Texas Local Government Code section 262.024(a)(7)(B):

A. Explanation or the need for the specification, i.e., which part or parts of the stated specification restricts the requisition to one manufacturer or provider:

Thomson Reuters is our main source of our books, which the courts, attorneys, and DA's office use. These books are also available for the patrons to use for their legal research of cases. Most of our books from Thomson's are form books which really help patrons and attorneys find forms for court, including very obscure forms that are not found online.

Tracy Gonzales
DEPARTMENT HEAD

10/9/25
DATE

PURCHASING DIRECTOR

DATE

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **10/28/2025**

Change Order No. 1 RFSQ #24-36 Master Plan for the Sheriff's Office

Approve Changer Order No. 1 for "RFSQ #24-36 Master Plan for the Sheriff's Office" in the amount of $8,100.00 to AECOM of Houston, Texas, per the attached proposal.

Additionally, the change order was to accommodate a request for a population forecast update and will be paid for utilizing the Sheriff's Office FY26 budgeted funds; and

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

Brazoria County Sheriff's Office Master Plan

Change Order 1 – Justice Planner Population Analysis

September 22, 2025

Delivering a better world

September 22, 2025

Susan Serrano
Brazoria County Purchasing
451 N. Velasco, Suite 100
Angleton, Texas 77515

Re: Change Order 1 – Justice Planner Population Analysis

Dear Susan,

We are submitting this additional service for the Brazoria County detention population forecast update for the **Brazoria County Sheriff's office Master Plan** project, located at 3602 County Rd 45, Angleton, TX 77515. The Terms and Conditions of this proposal are based on the current project contact, I.19 10-22-24 24-36 Master Plan SO PSA fully executed final_AECOM R1, dated November 11, 2024.

Scope of Services

AECOM Justice Planners propose providing professional services according to the attached **Exhibit A: Justice Planners Brazoria Forecast Update Request.** There is no anticipated change to the project schedule. As part of this additional service, the scope of work consists of the following disciplines:

- Population forecast update (Justice Planners)

Compensation for Professional Services

AECOM will provide professional services on with a not to exceed fee of as indicated in the table below for Basic Services and Add-Alternate Services. Invoices shall be issued monthly on a lump sum percent complete basis.

Basic Services Compensation

Task	Description	AECOM	Justice Planners	Total Fee
Population Forecast	Creation of forecast data summary charts and tables	$0	$8,100	$8,100
Not-To-Exceed Basic Services Total		**$0**	**$8,100**	**$8,100**

Total Proposal Fee Summary

Fee Amount for:	Fee
Basic Services	**$8,100**
Total Fee	**$8,100**

Sincerely,

AECOM Technical Services, Inc.

Alex Acemyan, AIA
Associate Vice President, Managing Principal
832-289-1391
alex.acemyan@aecom.com

Alex Acemyan
Principal in Charge
M: 832-289-1391
E: alex.acemyan @aecom.com

AECOM
19219 Katy Freeway, Suite 100
Houston, TX 77094
aecom.com

JUSTICE PLANNERS

September 8, 2025

Sébastien Simonnet
Re: Brazoria County Forecast Update

Sébastien.

Justice Planners constructed the 2025 Brazoria County Detention Center forecast in early April 2025 based on a variety of known variables and assumptions at that time. Since April, however, Brazoria County's expectation of receiving two court divisions has been significantly modified such that only one court division can be expected to come online, in 2026 or 2027. This has major implications for the forecast model. Justice Planners has found it prudent to update the forecast in light of the court change, as well as an unforeseen increase in bookings during the Summer.

The process of updating the forecast is relatively straightforward and involves the reception of a new series of data extracts covering both the detention center's population as well as criminal court case processing. Updating the population analysis report is a bit more complicated due to the necessity of modifying charts, tables, and text. The table below details the tasks and hours involved:

Brazoria Projections Update		
Task		Fee
Data Analysis File Update	$	900
Charts/ Table Updates	$	900
Projection Model Updates	$	2,700
Report Updates	$	3,600
Total:	$	8,100

Please let me know if this is acceptable, and if so, we are available to begin this work right away. As always, I am available to discuss this further if you have any questions.

Best regards,

Alan Richardson, *President*
Justice Planners

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.19. **10/22/2024**

Award RFSQ #24-36 Master Plan for the Sheriff's Office Campus

At the recommendation of the evaluation committee, award "RFSQ #24-36 Master Plan for the Sheriff's Office Campus" to the highest ranked firm, AECOM of Houston, Texas, who submitted the best evaluated and negotiated offer, in the amount of $1,120,000.00, per the attached proposal.

In addition, the project will utilize fund 52100 (2018 Certificate of Obligation).

Further, the County Judge be authorized to sign any and all documents necessary to execute the Professional Services Agreement on behalf of the County.

RFSQ# 24-36 Award Summary

A total of ten thousand eighty-two (10082) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSD) website. There were one hundred and fifty-one (151) document takers resulting in six (6) responsive submissions.

Upon recommendation of the evaluation committee, award "RFSQ #24-36 Master Plan for the Sheriff's Office Campus", to the highest ranked firm, AECOM of Houston, Texas, who submitted the best evaluated and negotiated offer, in the amount of $1,120,000.00.

In addition, the project will utilize funds from the United States Treasury American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF).

Evaluation Committee

Ian Patin, Chief Deputy Sheriff's Office

Matt Hanks, County Engineer

Chad Jones, Facility Superintendent/Lieutenant Sheriff's Office

Kaysie Stewart, County Auditor

Wayne Williams, Captain Sheriff's Office

Stacy Adams- Commissioner Pct. 3

Susan Serrano, Purchasing (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **10/28/2025**

Amend Contract #24-48 RetireeFirst Post 65 and Retiree Health Benefits

Upon final review by the District Attorney - Civil Division, approve the amendment to the contract #24-48 RetireeFirst Post 65 and Retiree Health Benefits for an additional prescription plan option, per the attached documents.

The plan and rates will be effective January 1, 2026 through December 31, 2026.

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

AMENDMENT TO RETIREE FIRST RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

This Amendment (this "Amendment") to the RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT between RETIREE FIRST LIMITED LIABILITY COMPANY ("Manager") and BRAZORIA COUNTY, TEXAS (the "Client" or "Fund") dated May 30, 2024 (the "Agreement") is made and entered into by Manager and Client effective on January 1, 2025.

WHEREAS, Manager and Client desire to amend the Agreement in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, Manager and Client hereby amend the Agreement as follows:

1. The 2025 rate shall be revised to include $319.68. Additionally, the document shall be revised to include Exhibit B1 (attached).
2. The document shall be revised to include exhibit A1 (attached).
3. This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Amendment.
4. Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC , a licensed insurance agency. Client further acknowledges that all insurance products and services offered herein are provided by our affiliate Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC in CA and Labor First Insurance Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by Labor First are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by Retiree First. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, Manager and Client hereto have executed this Amendment.

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement. 1

BRAZORIA COUNTY, TEXAS

By _____

Authorized Signature

Print Name_____

Print Title_____

Date _____

RETIREE FIRST

By _____

Authorized Signature

Print Name _____

Print Title _____

Date _____

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

Exhibit A1

EMPLOYER GROUP WAIVER PLAN (EGWP) WORK ORDER

A. Pre-Implementation

1. Provide to client consultation on retiree benefit and vendor strategies and perform a market analysis of insurance carrier bids as applicable.

B. Implementation Services.

1. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client;

2. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Employer Group Waiver Plan (EGWP) Part D Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plan");

3. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and

4. Provide implementation manager experienced in Employer Group Waiver Plan (EGWP) Part D plans to manage the transition process and is a dedicated point of contact for Client.

5. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;

6. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;

7. Host a kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable;

8. In coordination with insurance vendor, send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

C. Ongoing Plan Management.

1. Help manage all eligibility maintenance and convert to a CMS's approved format;

2. Review CMS return files and update eligibility information accordingly including ensuring no deceased members are on file and to ensure PII and address accuracy;

3. Accept eligibility updates electronically as determined by the Client;

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4. Provide the Client with support as needed with all CMS filing and reporting requirements;

5. Handle all group billing administration and collections as required by the Client and insurance vendors.

6. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;

7. Submit payment to Insurance Vendor in timely fashion to ensure uninterrupted coverage;

8. Make available reports, on services provided under this Agreement including:

    a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and highlighting any outliers or trends;

    b. Call Stats: ASA, Abandonment, and Average Call Time

9. Coordinate with Insurance Vendor to provide Client with monthly eligibility maintenance and reporting;

10. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;

11. Perform all functions in compliance with CMS;

12. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;

13. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;

14. Provide Account Management team to assist Client with all aspects of plan maintenance;

15. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;

16. Provide Member Advocates who are experts in the details of the plan and Medicare system to:

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;

b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;

c. Provide claims, billing and premium payment support.

d. Assist disabled members and members turning 65 with applying for Medicare;

e. Provide proactive pharmacy and Rx related physician support to Eligible Members and Eligible Dependents;

f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;

g. Interface directly with Social Security, CMS and physicians on behalf of Eligible Members to solve problems;

h. Assist Members and Dependents with copay/coinsurance and assist members with getting incorrect amounts rectified;

i. Provide assistance with Part B medications and supplies;

j. Provide Eligible Members with solutions when prescription formulary disruptions occur;

k. Make resolution calls to all Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;

l. Assist with appeals to Medicare or the Employer Group Waiver Plan (EGWP) insurance vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all the benefits of the Approved Plan and Medicare;

17. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

D. Benefit Renewals & Request for Proposal ("RFP") Work.

1. Provide report to Client with comprehensive review of Insurance Vendor's Approved Plan (including competitive pricing and cost review);

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

2. Provide recommendations to the Client on the renewal options for subsequent calendar year(s);

3. Negotiate with proposed Insurance Vendors to obtain best price for vendor agreements for the following calendar year; and

4. Assist Client in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

E. CMS Plan Regulatory Notification Procedures.

1. Prepare CMS mandated Member communications;

2. Prepare Client Specific Announcement Letters; and

3. Prepare Group Creditable Coverage attestation filing.

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

Exhibit B1

Part D Financial Rate Summary Prepared for: Brazoria County

Plan: Part D - Humana - Brazoria County - 2026 - 10/20
Rate Period: 1/1/2026 - 12/31/2026
Part D Pharmacy Rate - **$319.68 PMPM**

Pharmacy Coverage	Member Pays
Prescription Deductible	$0
Retail 30 Day Supply	
Tier 1-A (Preferred Generics)	N/A
Tier 1 (Generics)	$10
Tier 2 (Pref. Brands)	$20
Tier 3 (NP Brands)	$40
Tier 4 (Specialty)*	$80
Retail 90 Day Supply	
Tier 1-A (Preferred Generics)	N/A
Tier 1 (Generics)	$30
Tier 2 (Pref. Brands)	$60
Tier 3 (NP Brands)	$120
Tier 4 (Specialty)	Limited to one-month supply
Mail-Order 90 Day Supply	
Tier 1-A (Preferred Generics)	N/A
Tier 1 (Generics)	$0
Tier 2 (Pref. Brands)	$40
Tier 3 (NP Brands)	$80
Tier 4 (Specialty)	Limited to one-month supply
Part D Coverage Specifications	
RX Tiers	4 Tier
Prescription Out-of-Pocket Maximum	$2,100 CMS Requirement
Drug Formulary	Most Comprehensive (Open)
Lifestyle Drugs Covered	Yes
All Non-Part D Drugs Covered	Yes
Part B Diabetic Rider	No
ACA Preventative Drug	No
Utilization Management	Prior Authorizations, Quantity Limits and Step Therapy
Coverage Gap	Does Not Apply in 2026

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

Catastrophic Coverage	Members pay $0

*Most specialty drugs can only be dispensed up to a 31-day supply at retail

Part D Stipulations

- The plan rate includes all Medicare Part D subsidies with no additional subsidy filing needed.
- The catastrophic coverage for 2026-member cost share post-TrOOP ($2100) is $0.
- Pharmacy network of over 60,000+ locations including all major chains, supermarkets, and independently owned pharmacies.
- All Part D drug plans are creditable coverage; therefore, Creditable Coverage Notices are not required.
- Price above is based on census provided. We reserve the right to rerate this policy pending any new census information.
- During this policy term, if there are changes by CMS or federal law in relation to MAPD, MA, Med Supp, or EGWP plans there may be changes to the rates and/or benefit provisions. In the event that this were to occur, any changes will be communicated to the Group not less than 60 days before the effective date of any such change (other than mutually agreed changes) or shorter notice as may be required to comply with CMS or federal law.

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) ("Licensed Affiliate"), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

Summary – Amendment to Contract 24-48 RetireeFirst Post 65 and Retiree Health Benefits

The amendment to the RetireeFirst agreement offers a new prescription plan benefit to retirees. The plan, via Humana, replaces the Medicare Part D plan the County utilized thru Baybridge/Express Scripts (in effect until 12/31/25). However, due to price increases with the Medicare D coverage through Express Scripts, the County employed RetireeFirst to find very similar plans, but with much lower premiums.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **10/14/2025**

Post 65 and Retiree Health Benefits Plan - RetireeFirst

Approve the renewal of the contract with RetireeFirst, LLC, of Mount Laurel, New Jersey for a twelve (12) month term attached and initially approved by Commissioners Court Order I.6 dated April 23, 2024. Term of renewal contract will be January 1, 2026 through December 31, 2026.

Further, that upon recommendation of Human Resources and Brazoria County's consultant for Post 65 Retiree Health Benefits, RetireeFirst LLC, approve the Post 65 and Retiree Health Benefits plan and rates as attached.

The plan is a renewal with BlueCross BlueShield of Texas and includes a prescription drug plan. Funding for the plan is paid for from the Health Benefits Fund budget.

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

MAPD-BCBS
Effective January 1, 2026

Over 65 Retiree Supplemental Dependent Coverage Rates

Retiree- Medical and Prescription Plan	
Monthly Premium	$444.20
Less 401H Reimbursement	(295.00)
Total	$149.20 Monthly

Spouse- Medical and Prescription Plan	
Monthly Premium	$444.20
Total	$444.20 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

RetireeFirst



Version 1

2026 Renewal Package

Prepared For:

Brazoria County, TX

RetireeFirst
1000 Midlantic Drive, Suite 100, Mount Laurel, NJ 08054-1513

RetireeFirst

Brazoria County, TX
237 East Locust Street
Angleton, TX, 77515

2026 RetireeFirst Renewal Rates and Requirements

Dear Plan Sponsor:

Thank you for choosing RetireeFirst to provide Retiree Benefits Management and Advocacy Services for your members. We are committed to supporting your Plan by delivering effective healthcare solutions and advocating for your retirees.

To prepare for your upcoming renewal, we have reviewed market trends, engaged carriers to secure competitive bids, and negotiated on your behalf to present the best available options for your Plan and its members.

The following materials are enclosed for your review:

- **Population Demographics**
- **Incumbent Renewal Rate**
- **Market Analysis**
- **Renewal Addendum**

Next Steps:

To finalize your renewal, please:

1. Mark your carrier selection by checking the appropriate box on the Plan Selection page
2. Sign and date the form below the box.

If we do not receive your response by this date, the Plan will automatically renew with the incumbent carrier to allow sufficient time (90 days) for processing.

It is a privilege to work with you in serving your members. Please don't hesitate to reach out if you have any questions or need further assistance.

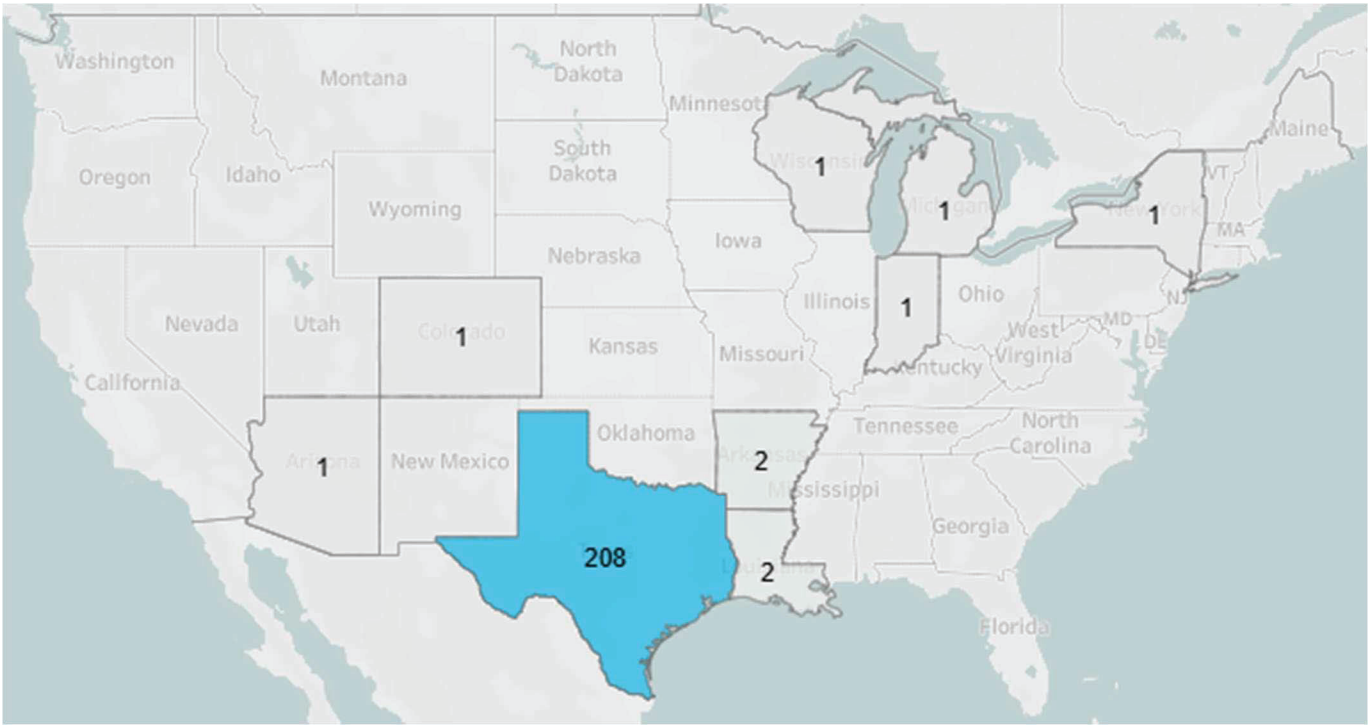
Sincerely,

Shannan Wilkerson-Brown
VP, Client Relations

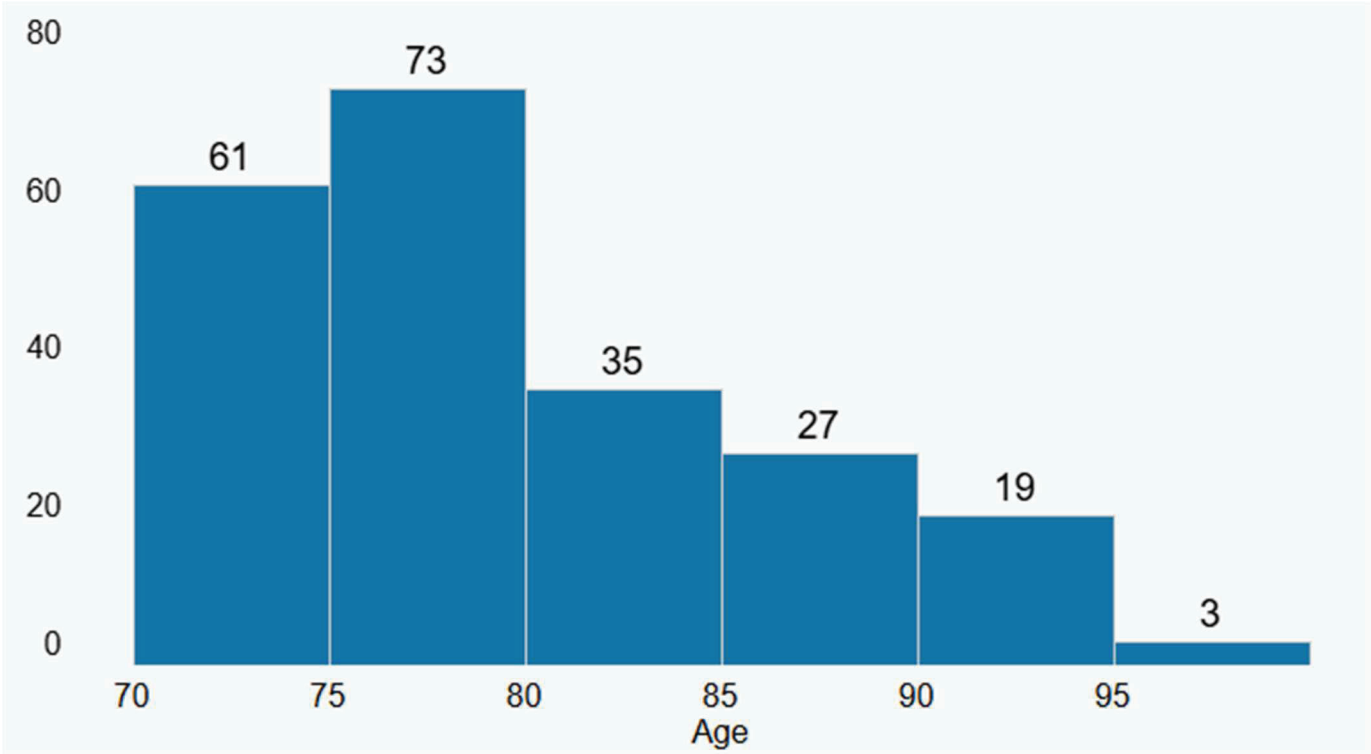
RetireeFirst

Brazoria County, TX Population Demographics

Geographic Retiree Residence Chart **(218 Approximate Total Participants)**



Retiree Population Age Chart **(218 Approximate Total Participants)**



*Eligibility counts may vary slightly based on the date/ time when the data was extracted.

RetireeFirst

Key Changes Contributing to Renewal

There are many factors that affect renewal rates including: claims activity, CMS subsidy amounts, market demographics, and regulatory changes. With changes in the regulatory landscape, there are corresponding changes impacting group underwriting. Below, please see key highlights of CMS changes for 2026.

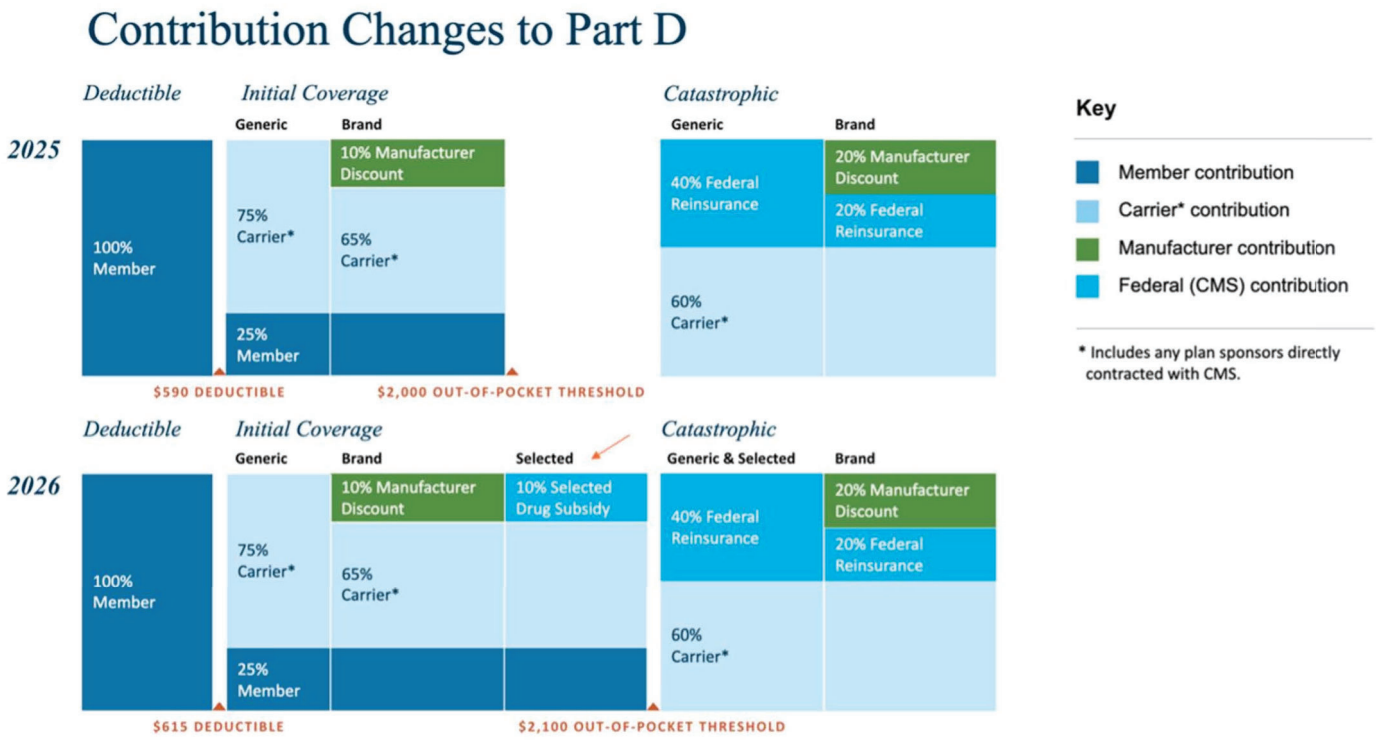
Part D

Inflation Reduction Act — The Inflation Reduction Act of 2022 was signed into law and continues to make changes to Part D plans.

These key changes will be made to the base Part D benefit and will also impact the group benefit and the underlying pricing models for Part D prescription drug coverage:

- Increase in the annual member out-of-pocket spending cap to $2,100 from $2,000 for 2026
- Annual deductible increase to $615 from $590 for 2026
- Out-of-pocket insulin prices will continue to be capped at $35 for a one-month supply
- Out-of-pocket costs for adult vaccines covered under Part D will be $0
- Continued option for members to enroll in the Medicare Prescription Payment Plan (M3P) to spread out their out-of-pocket prescription drug cost over 12 months
- Establishment of the Selected Drug Subsidy program where Part D sponsors will receive a 10% subsidy, until the $2,100 out-of-pocket cap is met, for drugs that are part of the Medicare Drug Price Negotiation Program
- Implementation of the Medicare Drug Price Negotiation Program effective 1/1/26.
- One of the most significant provisions of the IRA will allow the government, for the first time ever, to negotiate pricing on 10 well-known and highly utilized, high-cost drugs starting 1/1/2026. These drugs are used to treat some of the most common diseases such as heart failure, diabetes, blood clot prevention, psoriasis, rheumatoid arthritis, Crohn's disease, and blood cancer. The targeted drugs include Eliquis, Jardiance, Xarelto, Januvia, Farxiga, Entresto, Enbrel, Imbruvica, Stelara, and Fiasp/NovoLog.

See below for a visual of the Part D plan design in 2025 and 2026 with key changes to the financial contribution by CMS, drug manufacturers, the member, and Part D sponsor.



Medicare Advantage Implications

Each year, CMS updates their payment methodologies which drive payments from CMS to the carriers. Changes in payment methodologies typically drive changes to carrier premiums and benefit offerings. Highlights for 2026 include:

Year 3 of the risk adjustment model changes– reflecting the ICD9 to ICD10 coding change including:

- Streamlining disease categories
- Reducing number of codes available for some key disease states
- Creating pressure on risk scores as phased in over three-years (2024 - 2027)
- CMS increased the growth rate to 9.04%, higher than the 5.93% in the Advance Notice
- The growth rate calculation is based on CMS expected growth in costs for Medicare
- Represents CMS prediction of growth trends reflecting the year over year change in costs for Medicare
- CMS included payment data from 4Q2024 which helped drive the increase in growth rate
- CMS estimated payments to the health plans expected to increase on average by 5.06% from 2025 to 2026, which is an increase of 2.83% from the Advance Notice.

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Looking Forward

The Medicare Price Negotiation Program is expected to continue in future years. CMS has selected 15 additional drugs covered under Part D for negotiation for 1/1/2027 that include drugs for treatment of chronic conditions such as diabetes, asthma, cardiovascular disease, irritable bowel, cancer, bipolar disorder, and autoimmune disease and up to 15 more drugs for 2028 (including drugs covered under Part B and Part D), and up to 20 more drugs for each year after that, as outlined in the Inflation Reduction Act.

The targeted drugs for 1/1/2027 include Ozempic/Rybelsus/Wegovy, Trelegy Ellipta, Xtandi, Pomalyst, Ibrance, Ofev, Linzess, Calquence, Austedo, Breo Ellipta, Tradjenta, Xifaxan, Vraylar, Janumet, and Otezla.

The IRA updates and changes, including the Medicare Drug Price Negotiation program effective 1/1/26, will continue to contribute to the Part D plan costs for 2026 and beyond. For RDS plans, these changes will continue to impact credible coverage for 2026 and beyond.

As CMS continues to define the requirements of these key elements, we will be working closely with our carrier partners on implementation activities throughout this process.

Please note: The information provided is based on initial review of the language and is not intended to constitute legal advice. We suggest that you consult with your attorney for legal advice and interpretation.

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2025 Medicare Advantage with Prescription Drug

Deductible		$0
Annual Out-of-Pocket Max		$0
Primary Care		$0
Specialist		$0
Emergency		$0
Urgent Care		$0
Ancillary Benefits	Foreign Travel	$0, Emergency Room & Urgently Needed Care
	Hearing	$0, Routine Hearing Exam, 1 per year $500 Total Hearing Aid Allowance, every 3 years
	Vision	$0, Routine Eye Exam, 1 per year $100 Eyewear Allowance, every 2 years
	Dental	Medicare Covered Services Only
	Podiatry	$0, 6 Visits per year
	Chiropractic	$0, 20 Visits per year
	Acupuncture	Medicare Covered Services Only
	Private Duty Nursing	-
	Fitness Benefit	SilverSneakers

For complete benefit details please refer to the carrier issued materials. This document includes a simplified summary of benefits and does not create any contractual rights.

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2025 Medicare Advantage with Prescription Drug (Cont.)

Part D Deductible	$0		
	30 Day Retail	**90 Day Mail Order**	**90 Day Retail**
Tier 1-A Preferred Generics	$15 Preferred / $20 Standard	$30	$45 Preferred / $50 Standard
Tier 1 Generics	$15 Preferred / $20 Standard	$30	$45 Preferred / $50 Standard
Tier 2 Preferred Brands	$30 Preferred / $35 Standard	$60	$90 Preferred / $95 Standard
Tier 3 Non-Preferred Brands	$50 Preferred / $55 Standard	$100	$150 Preferred / $155 Standard
Tier 4 Specialty	$50 Preferred / $55 Standard	Limited to a one month supply	Limited to a one month supply
Rx Out-of-Pocket Max	$2,000 CMS Requirement		
Part D Gap Coverage	Full-Coverage *Due to the Inflation Reduction Act, effective 1/1/2025, Part D plans will not have a Gap Phase		
Formulary	Most Comprehensive (Open)		
Bonus Drug List	Included		
Catastrophic Coverage	Members pay $0 *Due to the Inflation Reduction Act, effective 1/1/2025, members will pay $0 after reaching their $2,000 annual Rx out-of-pocket threshold		
Utilization Management	Prior Authorizations, Quantity Limits and Step Therapy		

For complete benefit details please refer to the carrier issued materials. This document includes a simplified summary of benefits and does not create any contractual rights.

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2026 Incumbent Renewal and Market Analysis

PRODUCT: **Medicare Advantage with Prescription Drug Plan**
MAPD Incumbent: **Blue Cross Blue Shield of Texas**

	MAPD - BCBSTX - Brazoria County - 2025	
Total Rate PMPM	$432.00	$444.20
Annualized *	$1,130,112.00	$1,162,027.20
Annualized Change	-	$31,915.20
% Change	-	2.82%

* Annualized amounts are based on 218 retirees
* Plans are quoted with robust formularies to minimize disruption.
* Please note that medications can change tiers between carriers and between plan years.

Please refer to Appendix - Terms, Stipulations, and Rating Assumptions.

Plan Differences

* Please refer to the Plan Comparison for plan Enhancements and Deviations.

RetireeFirst

RetireeFirst Renewal Contract Addendum

This Renewal Addendum extends the terms and conditions of the Retiree Benefit Management Services Agreement contract. This is to serve as notice of the 2026 renewal rates for your organization's retiree benefit plan for the period 1/1/2026 through 12/31/2026.

The parties hereby accept the 2026 rate selected below which will be effective from 1/1/2026 through 12/31/2026. All other terms and conditions of the Retiree Benefit Management Services Agreement previously executed between the parties shall remain in full force and effect for the new renewal term. Please refer to Appendix – Terms, Stipulations, and Rating Assumptions.

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, RetireeFirst, LLC, a licensed insurance agency. Client further acknowledges that all insurance products and services offered herein are provided by our affiliate RetireeFirst, LLC (d/b/a LaborFirst Insurance Solutions, LLC in CA and LaborFirst Insurance Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by RetireeFirst are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by RetireeFirst. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement. All payments are made to LaborFirst or designated affiliate.

RetireeFirst

Please sign and return as soon as possible

Plan Selection

Medicare Advantage with Prescription Drug Plan Options	Monthly Rate	Select With "X"
Blue Cross Blue Shield of Texas - MAPD - Brazoria County - 2026	**$444.20 PMPM**	

Plan Sponsor Representative Signature **Date**

David Zawrotny

933C9C6146D140DBE9313C25EA669B1B contractworks.

09/22/2025

RetireeFirst Representative Signature **Date**

Please refer to Appendix – Terms, Stipulations, and Rating Assumptions.

RetireeFirst

Re: Consolidated Appropriations Act

To Whom It May Concern,

1) On behalf of our clients, RetireeFirst supports a host of services, which vary by client, and may include, but are not limited to, the following:

A. Pre-Implementation and Implementation Services

1. Perform market analysis for benefit programs provided through qualified Insurance Vendors.
2. Work with Client to finalize Insurance Vendor's quotes and proposals for benefit programs that are consistent with Client's benefit plan requirements.
3. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client's Trustees.
4. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans").
5. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
6. Provide implementation manager experienced in retiree healthcare plans to manage the transition process and is a dedicated point of contact for Client.
7. Obtain all necessary information from Client on Eligible Members and Eligible Dependents.
8. Obtain and review an electronic eligibility return file generated from CMS.
9. Host onsite or virtual kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable.
10. In coordination with Insurance Vendor send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card.

B. Ongoing Plan Management Services

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Compare the Client's eligibility information against Medicare to ensure no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;
4. Provide carrier Electronic Data Interchange (EDI) services for Member eligibility support, where applicable;
5. Provide the Client with support as needed with all CMS filing and reporting requirements;

6. Administer all group billing, administration, and collections as required by the Client
7. Manage premium aggregation services for the various Insurance Vendors;
8. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;
9. Submit payment to Insurance Vendors in timely fashion to ensure uninterrupted coverage;
10. Prepare and make available reports, on services provided under this Agreement including:
    a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and average call times, so problems can be identified for individual members;
    b. Call Summaries – Provide individual call recording summaries upon request.
11. Coordinate with Insurance Vendors to provide Client with monthly eligibility maintenance and reporting;
12. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
13. Perform all functions in compliance with CMS;
14. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;
15. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
16. Provide Account Management team to assist Client with all aspects of plan maintenance;
17. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
18. Provide Member Advocates whose services are dedicated to Client and who are licensed, AHIP certified health professionals and experts in the details of the Medicare system to:
    a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;
    b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
    c. Provide claims, billing and premium payment support;
    d. Assist disabled members and members turning 65 with applying for Medicare;
    e. Provide pharmacy and physician support to Eligible Members and Eligible Dependents;
    f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;

g. Interface directly with Social Security, CMS, pharmacies and physicians on behalf of Eligible Members to solve problems;
h. Assist Members and Dependents with copay/coinsurance and assist members with getting discrepancies rectified;
i. Provide assistance with Part B medications and supplies;
j. Provide Eligible Members with potential solutions if formulary disruptions occur;
k. Assist with provider selection and alternative provider assistance;
l. Make completion calls to Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
m. Assist with appeals to Medicare or the Insurance Vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
n. Assist Insurance Vendor with well care management initiatives including wellness programs, health coaching, etc. including but not limited to health risk appraisals and tools, outreach to high-risk retirees, targeted risk education, ongoing wellness support and preventative outreach;

19. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

C. Benefit Renewals & Request for Proposal ("RFP") Work Services

1. Provide report to Trustees with comprehensive review of Insurance Vendor's Approved Plan (including competitive pricing and cost review);
2. Provide recommendations to the Trustees on the renewal options for subsequent calendar year(s);
3. Negotiate with proposed Insurance Vendors to obtain best price for vendor agreements for the following calendar year; and
4. Assist Trustees in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

D. CMS Plan Regulatory Notification Procedure Services

1. Prepare CMS mandated Member communications;
2. Prepare Client Specific Announcement Letters; and
3. Prepare and file Group Creditable Coverage attestation filing, as necessary.

E. Health and Wellness Services

1. Provide member access to a dedicated advocacy team;
2. Educate and facilitate annual wellness visit scheduling;
3. Educate and facilitate annual diabetic eye visit scheduling;
4. Educate and facilitate annual flu shots, breast cancer screening, colon cancer screenings;
5. Facilitate PCP Assignment;
6. Educate members and refer to carrier-based care programs where applicable;
7. Increase medication adherence through member education and mail order penetration;
8. Coordination with various carrier clinical programs, e.g. behavioral health, MTM, home care, etc.;
9. Provide pharmacy and provider support services via the dedicated advocacy team.

2) RetireeFirst does not serve as a Fiduciary to the Fund. However, we do manage billing and collection of client Medicare premiums and handle those Funds in a Fiduciary capacity.

3) Direct and Indirect Compensation

The Consolidated Appropriations Act ("CAA") requires a covered service provider to provide: (i) a description of all direct and indirect compensation that the covered service provider, an affiliate, or a subcontractor reasonably expects to receive in connection with the specified brokerage or consulting services that the covered service provider performs under a contract or arrangement with a covered plan; and (ii) a description of any compensation paid among the covered service provider, an affiliate, or a subcontractor in connection with such specified services if the compensation is set on a transaction basis.

RetireeFirst is compensated in a variety of ways for the services we are contracted to provide to our clients. Our direct and indirect compensation often is results-driven and/or contingent on performance requirements, the satisfaction of which cannot be determined in advance. Final compensation amounts frequently are unknown before the close of a given plan year. RetireeFirst may receive compensation on a transaction basis from various health insurance companies and their subcontractors in connection with services such as hosting in person educational seminars, producing pre-recorded and/or live online educational materials, creating, printing and mailing member materials, taking inbound member phone calls, assisting with the scheduling of annual wellness visits, etc.

For the forthcoming plan year, we estimate that our total compensation may range from 2% to 4% of insurance carrier revenue for a given client, with specific compensation amounts in connection with a client potentially dictated by performance and/or results over the course of a given plan year. RetireeFirst continues to report final reconciled compensation for any given client and plan year as required under IRS Form 5500 Schedule A and / or Schedule C reporting requirements.

RetireeFirst

Appendix – Terms, Stipulations, and Rating Assumptions

Blue Cross Blue Shield of Texas - 2026

- We make every reasonable effort to honor the rates listed herein, and reserve the right to revise such rates quoted at any time before or during the contract period if these assumptions change or as otherwise outlined below.

- We may modify the rates quoted herein any time before or during the contract period if:

(1) Changes to any federal, state, or local law or regulation (or amendment or clarification thereto) applicable to the Medicare Advantage or Part D program that will have an impact to the program costs or revenue;

(2) Changes are announced by the Centers for Medicare and Medicaid Services (CMS) in the Final Medicare Rate Notice and/or the actual national average Part D bid for CMS contract periods in effect during the plan's contract period.

All insurance products and services offered herein are provided by LaborFirst, LLC (d/b/a LaborFirst Insurance Solutions, LLC in CA and LaborFirst Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by LaborFirst are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote, or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by RetireeFirst.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **10/28/2025**

Scope of Work to Master Services Agreement for PeopleSoft Upgrade with Sierra Cedar

Upon final review by the District Attorney's Office - Civil Divison, approve the attached Scope of Work to the Master Services Agreement with Sierra- Cedar, of Alpharetta, Georgia, to perform upgrades to the PeopleSoft system software. The cost of the updates will not exceed $31,250.00 and will be paid for using budgeted funds from Information Systems' budgeted FY26 funds.

The Court awarded "RFP #18-26 PeopleSoft Financials and HCM Upgrade" to Sierra-Cedar via Court Order 6.S.3 dated November 13, 2018.

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

This Statement of Work ("**SOW**") is made as of October 15, 2025 ("**SOW Effective Date**") by and between Sierra-Cedar, LLC f/k/a Sierra-Cedar, Inc. ("**Sierra-Cedar**") and Brazoria County ("**CLIENT**"). This SOW incorporates by reference the Master Services Agreement between the Parties ("**Agreement**") dated January 25, 2019. **In the event of a conflict in terms between this SOW and the Agreement, the terms of this SOW shall prevail.** All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify the Agreement or this SOW.

1. General Information:

Sierra-Cedar Account Executive	**Name:**	Chris Myers
	Address:	1255 Alderman Drive
	City/State/ZIP	Alpharetta, GA 30005
	Phone:	972-400-7261; 470-235-5851
	E-mail:	chris.myers@sierra-cedar.com
CLIENT Project Manager	**Name:**	Jessica Norris
	Address:	237 E Locust Street
	City/State/ZIP	Angleton, TX 77515
	Phone:	979-864-1182
	Fax:	
	E-mail:	rhondam@brazoria-county.com
CLIENT Billing Contact	**Name:**	Denise Echols
	Address:	237 E Locust Street
	City/State/ZIP	Angleton, TX 77515
	Phone:	979-864-1890
	Fax:	
	E-mail:	is.invoices@brazoriacountytx.gov
CLIENT Site at which Services are to be performed[1]	**Name:**	Work performed remotely.

[1] Services may be performed at additional sites as may be mutually agreed upon by the Parties.

2. Definitions:

2.1 **"ASLMA"** means Application Software License and Maintenance Agreement or, if applicable, Oracle License and Services Agreement ("**OLSA**").

2.2 **"Environment"** means the system and software that supports a specific instance of the database and infrastructure required to access and run the software. Examples include Production, Test, Development and Demo Environments.

2.3 **"PeopleSoft"** refers broadly to Oracle, Inc., a vendor of enterprise management software and to PeopleSoft software products licensed by the CLIENT.

2.4 **"PeopleSoft FIN"** refers broadly to a suite of software licensed by the CLIENT from Oracle to assist in the management of Financial systems, including general ledger and payables-related functionality.

2.5 **"PeopleSoft HCM"** refers broadly to a suite of software licensed by the CLIENT from Oracle to assist in the management of Human Resources systems.

2.6 **"PUM"** means PeopleSoft Update Manager and refers broadly to a suite of software licensed by the CLIENT from Oracle to assist in applying updates to Oracle PeopleSoft software products.

3. Services to Be Provided: Sierra-Cedar will provide the following Services pursuant to this SOW: Sierra-Cedar will perform both a catch-up PUM application and HCM Tax Update through 25-D on Client's PeopleSoft HCM application on Client's infrastructure. Sierra-Cedar will also perform a catch-up on PUM application, including 1099 updates, on Client's PeopleSoft FIN application on Client's infrastructure.

3.1 **Catch-up PUM Application:** Sierra Cedar will perform remote application of the cumulative PUM image "catch-up" services for the Clients PeopleSoft HCM application from the current image 50 to target image 53 (anticipated release in mid-October 2025) respectively, and Clients PeopleSoft FIN application from the current image 52 to target image 55 (anticipated release in early December 2025) as follows:

3.1.1 Install PeopleSoft FIN PUM Image 55 (anticipated release in early December 2025).

3.1.2 Install PeopleSoft HCM PUM Image 53 (anticipated release in mid-October 2025).

3.1.3 Create PUM Change Packages for HCM and FIN.

3.1.4 Apply the PUM Change Package to the CLIENT's DEM, DEV, TST, and Production environments. The fee estimates are for demo, two

non-prod environments and one production environment per application pillar. Any additional non-prod environments will be refreshed from a copy of one of the updated environments and will be the responsibility of Client.

3.1.5 Provide technical troubleshooting support for issues related to the PUM image application.

3.1.6 Assist Client during the PUM image production cutover.

3.1.7 Apply PeopleSoft HCM Tax Updates through update 25-D including the available PRP for HCM PUM image 53 and provide Client with the documentation required for Client to complete post-patching manual functional tasks. Sierra Cedar will create 2025 tax form definitions, unless Client does this ahead of time.

3.1.8 Apply PeopleSoft FIN 1099 updates included in FIN PUM image 55.

3.1.9 Upon Client request, Sierra-Cedar can provide customization retrofits at the hourly rates listed in Section 6.3

3.1.10 **Additional PUM Updates:** As part of this SOW, Sierra-Cedar can provide additional PUM updates (not included in the fee estimates provided in Section 6.2):

3.1.10.1 At CLIENT direction, and upon mutual approval, apply additional PUM Update(s) and/or PeopleSoft Release Patchset (PRP) at the rates provided in Section 6.3.

3.1.11 Services such as those listed below are not included in the scope or estimated fees of this SOW. If any of these services are requested by the Client in writing, they will be provided at the rates in Section 6.3.

3.1.11.1 Functional consulting

3.1.11.2 Requests to apply PUM image to additional environments other than as stated in Section 3.1.1 and 3.1.2.

3.1.11.3 Assistance with customization reapplication.

3.1.11.4 Assistance with application of security changes due to updated security objects delivered in the image.

3.1.11.5 Assistance with technical development.

4. CLIENT Obligations:

4.1 Client shall be responsible for the overall project management, the technical infrastructure, and support during the PUM application including, without limitation, knowledge and experience of the operating environment and database. Client shall be responsible for the technical architecture design,

deployment, performance tuning and operations to support the Software including, without limitation, server hardware, database platform, operational procedures, and networking in accordance with Sierra-Cedar's hardware and software requirements.

4.2 Client shall provide input, review, and participation during performance of the Services, including, without limitation, requirements gathering, design, working sessions, and day-to-day engagement tasks. Client shall ensure that its employees make time available and provide Sierra-Cedar personnel access to key users and technical personnel within Client's organization as it relates to the performance of Services

4.3 Client shall be responsible for establishing and following such change control procedures as it deems appropriate for this engagement. Sierra-Cedar shall be entitled to rely on any change order given to it by Client, regardless of the form of such change order. Although its use is not required for a Client change order to be effective, an example of a change order document is attached as Exhibit A.

4.4 Client shall pay for the Services in the manner and within the amount of time agreed to by the Parties.

4.5 Client will provide VPN connectivity and Terminal Server access to its PeopleSoft environments for assigned resources to work remotely.

4.6 Client's project manager is recognized as the "point person" for all project related decisions. Client's project manager will work with Sierra-Cedar personnel to achieve the project's objectives in a timely and cost-efficient manner.

4.7 Client's project manager will be responsible for managing and coordinating its internal and external resources related to the project.

4.8 Client's internal project team members will be knowledgeable on current company processes, policies, and system configurations.

4.9 Client will assign the appropriate number of core team members including business process owners and/or Subject Matter Experts (SMEs) and will empower the team to make decisions, especially as they relate to customizations and process changes.

4.10 Client is responsible for retrofitting required customizations.

4.11 Client is responsible for system testing and acceptance testing. Sierra-Cedar will provide functional testing support and technical troubleshooting support during testing as requested per the rate card provided in Section 6.3.

4.12 All Sierra-Cedar services provided under this SOW are contingent on CLIENT maintaining a current ASLMA, OLSA or equivalent and upon CLIENT's assurance, which shall be deemed provided by CLIENT's signature on this SOW, that CLIENT is not bound to any Oracle/PeopleSoft support obligation which has not been satisfied. If CLIENT's license expires or is discontinued, CLIENT shall notify Sierra-Cedar promptly but in no case longer than 30 days thereafter so that the services and pricing can be modified as needed to comply with Oracle/PeopleSoft licensing and access restrictions.

4.13 Network and CLIENT Equipment. Provisioning, security, support, and maintenance of CLIENT's Local Area Network and all network equipment, network connections, printers, computing devices, and all software and other hardware operating on such equipment are the responsibility of CLIENT. CLIENT is also responsible for correctly configuring and maintaining the desktop environment used by CLIENT to access systems supported by Sierra-Cedar. This includes CLIENT network router and firewall, which must also be in place and properly configured to allow data to flow between CLIENT system and Sierra-Cedar in a secure manner.

4.14 Parties agree that prompt decision-making and problem resolution is required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within two business days.

5. Consent to Use of Remote and Offshore Resources: - CLIENT expressly consents to the performance of services under this SOW by Sierra-Cedar employees who will be working from a location within or outside the United States which can be non-Sierra-Cedar facilities (i.e., their places of residence or remote work within or outside the United States).

6. Catch-up PUM Application Fees

6.1 One-time Set up Fee

SERVICE COMPONENT	ONE – TIME SET UP FEE
One-time set up fee for VPN and administrative setup activities	Waived

6.2 Sierra-Cedar will provide catch-up PUM Application services described in Section 3 on a Time and Expense basis and invoice twice monthly in arrears at the rates set forth below.

SERVICE COMPONENT	ESTIMATED HOURS	DURATION	ESTIMATED COST
Apply PUM Updates to the HCM and FIN PeopleSoft pillars as defined in Section 3.	240	3-4 months	$25,000 **

*** Assumes a 65% (Offshore) / 35% (Onshore) mix of Sierra-Cedar consultants. Actual percentages will be determined at project start and may impact the estimates*

6.3 Project Rate Card

PEOPLESOFT CONSULTING US EXCLUDING TRAVEL EXPENSE*	PEOPLESOFT TECHNICAL US– RESOURCE REMOTE	PEOPLESOFT TECHNICAL OFFSHORE	CSM BILLABLE TIME (US REMOTE)
$175	$175	$65	$225

*Travel expenses for on-site consultants will be billed separately

7. Payment Terms

7.1 Provided CLIENT fulfills the CLIENT Obligations outlined herein, Sierra-Cedar shall provide CLIENT with the advice and consultation services outlined herein ("the Services") on a time and expense basis. Sierra-Cedar shall send twice monthly invoices to CLIENT, payment of which shall be due thirty days after the invoice date.

7.2 Sierra-Cedar does not accept payment by credit card or purchasing card.

7.3 If CLIENT requests Sierra-Cedar to submit information such as time records or invoices to a third party agency such as a vendor manager or payment manager, all costs associated with Sierra-Cedar's use of the third party agency shall be borne by CLIENT. Sierra-Cedar shall have no obligation to provide such third-party agency with confidential or personal information nor shall Sierra-Cedar's submission of information to the third party agency relieve CLIENT of any obligations hereunder.

7.4 To the extent, if any, that Sierra-Cedar has estimated the time or fees required to perform any services, these figures are based on averages of prior engagements and the preliminary information collected thus far from CLIENT. Sierra-Cedar does not guarantee such estimates.

8. Term and Termination:

8.1 This SOW is scheduled to terminate April 30, 2026, or upon project completion, whichever occurs first, unless extended by written mutual agreement between the Parties at least 30 days prior to the scheduled termination date.

8.2 CLIENT or Sierra-Cedar may terminate this SOW at will and at any time by giving the other party written notice of termination 30 days prior to the effective termination date. All fees due under this SOW for Sierra-Cedar services performed through the date of termination shall be paid by CLIENT to Sierra-Cedar on or before the effective date of such termination.

9. Schedules, Exhibits, and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein.

REFERENCE	DESCRIPTION
A.	Sierra-Cedar Travel and Expense Billing Policy
B.	Sierra-Cedar Labor and Rates
C.	Sierra-Cedar Sample Change Order Forms – (Attached)

10. Expiration of Offer: The offer set forth in this SOW and in the Agreement is valid only through October 31, 2025, and in the event, such documents are not executed by such date, the offer is rescinded, and all terms are null and void.

The authorized representatives of the parties have signed this Statement of Work.

SIERRA-CEDAR, LLC	**CLIENT**
Sierra-Cedar, LLC	**Brazoria County**
By: <FOR REVIEW ONLY>	**By: <FOR REVIEW ONLY>**
Name: <FOR REVIEW ONLY>	**Name: <FOR REVIEW ONLY>**
Title: <FOR REVIEW ONLY>	**Title: <FOR REVIEW ONLY>**
Date: <FOR REVIEW ONLY>	**Date: <FOR REVIEW ONLY>**

SIERRA-CEDAR TRAVEL AND EXPENSE BILLING POLICY

The following are Sierra-Cedar's policies for consultant travel and expenses:

Actual Costs:
All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Sierra-Cedar in accord with IRS guidelines.

Airfare:
Client is responsible for the cost of round-trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. Sierra-Cedar assumes the cost for any penalties arising from Sierra-Cedar requested schedule changes.

On international travel with flight time greater than seven hours, Client will be charged for a business class ticket unless other arrangements have been made in advance.

Lodging:
Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of Sierra-Cedar's or Client's corporate rate at designated national brand hotels whenever possible.

Per Diem:
Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA) tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at www.gsa.gov/perdiem, and the meal per diem breakdown at www.gsa.gov/mie. Foreign Per Diem Rates can be found at http://aoprals.state.gov/web920/per_diem.asp.

Car Rental:
Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.

Taxis/Trains:
Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

Parking/Tolls:
Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

Mileage:
Mileage is billed at the current published IRS mileage rate.

EXHIBIT B
LABOR AND RATES

BILLABLE TIME POLICY

The following are Sierra-Cedar's policies with respect to consultant time billable to Client:

Hours Worked:
Consulting support is billed on a time and material basis, based on the actual hours worked on Client matters, whether performed onsite or offsite. Client matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight hours per day will be charged unless prior arrangements have been made for part time work.

International Travel:
For assignments in North America, including Canada and Mexico, Sierra-Cedar will bill Client a minimum of eight hours when travel is required. For assignments to South America and Europe, Sierra-Cedar will bill Client a minimum of 40 hours. For assignments to Asia, Africa, Antarctica, Australia, and New Zealand, Sierra-Cedar will bill Client a minimum of 65 hours.

Lunch Time:
Client will not be billed for consultants' lunchtime, unless work or business is conducted during that time.

SIERRA-CEDAR STANDARD RATES & PAYMENT

Payment of any invoice sent by Sierra-Cedar shall be due 30 days after the invoice date. Invoices shall issue twice monthly. Sierra-Cedar's preference is to receive payment via ACH. It will provide ACH remittance information upon contract execution. If Client cannot pay via ACH, remittance shall be made to the address designated on the invoice or to the following lockbox address:

Sierra-Cedar, LLC
PO Box 402521
Atlanta, GA 30384-2521

Standard Hourly Rates change periodically based upon market conditions and other factors as determined by Sierra-Cedar. Sierra-Cedar services shall be invoiced at the rates specified pursuant to a given SOW or, if unspecified, at the Standard Hourly Rate then in effect. Current Standard Hourly Rates are set out in the table below. Sierra-Cedar agrees to provide a minimum of thirty days notice to Client of any change in the Standard Hourly Rate applicable to a Client project.

Consultant Level	Support Level	Hourly Rate
PeopleSoft Consulting– US Remote (Excluding Travel)	Senior	$175
PeopleSoft AMS–US Remote	Senior	$175
PeopleSoft AMS – Offshore Remote	Senior	$65
CSM Billable time (US Remote)	Senior	$225

*Travel expenses for on-site consultants will be billed separately

Compensatory Tax – The parties acknowledge that temporary living reimbursements to Sierra-Cedar consultant(s) may be deemed compensatory under federal, state, and local tax laws if a consultant's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Sierra-Cedar will plan with Client to limit the duration of a consultant's assignment in a particular location to less than one year. If Client's requirements are such that it becomes necessary for a consultant's services in a particular location to continue for a year or more and as a result such consultant's living expenses are deemed compensatory for tax purposes, Client agrees to pay Sierra-Cedar the amount of additional compensation provided to such Sierra-Cedar personnel to compensate for taxes imposed therefor.

Travel Inflation Adjustment (applicable only to engagements with travel-inclusive rates) – On January 1 of each year during the life of this Agreement, Consultant shall be entitled to increase the travel component of fees payable under this Agreement by the effective increase in Consumer Price Index for All Urban Customers ("CPI-U") for the 12 months ending November 30th of the prior year. Consultant shall provide not less than 30 days notice of such increase.

Inflation Adjustment (applicable only to engagements which do not have specific language regarding rate increases during the life of the Agreement) – On January 1 of each year during the life of this Agreement, Consultant shall be entitled to increase the fees payable under this Agreement by the effective increase in CPI-U for the 12 months ending November 30th of the prior year. Consultant shall provide not less than 30 days notice of such increase.

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: _____/_____/_____	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar: _____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar: _____
REQUEST SUBMITTED BY:	_____, _____, Sierra-Cedar
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS:	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:	
ATTACHMENTS, SCHEDULES OR TABLES:	
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled .	
Expiration of Offer: The offer set forth in this Change Order is valid only through _____. Unless Sierra-Cedar has waived expiration, if the Change Order is not executed by both parties on or before such date, the offer is rescinded, and all terms are null and void.	

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, LLC	**CLIENT**
Sierra-Cedar, LLC	**Brazoria County**
By: <FOR REVIEW ONLY>	**By: <FOR REVIEW ONLY>**
Name: <FOR REVIEW ONLY>	**Name: <FOR REVIEW ONLY>**
Title: <FOR REVIEW ONLY>	**Title: <FOR REVIEW ONLY>**
Date: <FOR REVIEW ONLY>	**Date: <FOR REVIEW ONLY>**

November 13, 2018

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 6.S.3
RE: Award RFP #18-26 PeopleSoft Upgrade

In review of the proposals received, it is the recommendation of the evaluation committee to award "RFP #18-26 PeopleSoft Financials and HCM Upgrade to 9.2" to Sierra-Cedar of Alpharetta, Georgia, who submitted the best evaluated proposal meeting the specifications at the pricing shown on the attached.

Further, that the County Judge be authorized to sign any and all documents necessary to execute an agreement on behalf of Brazoria County, pending review of the agreement by the District Attorney's Office.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **10/28/2025**

Issuance of a Purchase Order After the Fact - Engineer's Office

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the County Engineer's Office for which a requisition was not obtained prior to the purchase being made:

AL&B Engineering Services, LLC invoice #0903202501 dated September 3, 2025 in the amount of $4,500.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

AL&B Engineering Services, LLC

9119 Hwy 6, Suite 230 #233
Missouri City, Texas 77459
(979) 264-3510

RECEIVED
SEP 16 2025
Engineering Dept.

INVOICE

INVOICE #0903202501
SEPTEMBER 03, 2025

TO:
Mrs. Megan Cook
Senior Development Technician
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

FOR:
Preliminary Drainage Plan Review
Cascade Solar Project
Brazoria County, TX

DESCRIPTION	CONTRACT AMOUNT	BILLED AMOUNT	REMAINING AMOUNT	INVOICED AMOUNT
Drainage Plan Review Fee	$4,500	$0.00	$4,500	$4,500
		TOTAL		$4,500

Make all checks payable to AL&B Engineering Services, LLC

THANK YOU FOR YOUR BUSINESS!

DA5762

Recurrent Energy Development Holdings,
98 San Jacinto Blvd.
Suite 750
AUSTIN, TX 78701

330

Date: 09/10/2025
Check #: 501361
Payment Amount: 4,500.00
Vendor #: 0000112109

006193 R3N5T1A
BRAZORIA COUNTY ENGINEERING DEPARTMENT
451 N. VELASCO, SUITE 230
ANGLETON TX 77515

Remittance Advice

Invoice Date	Invoice #	Invoice Gross Amt	Discount Amount	Invoice Net Amt
09/04/2025	ENG-14	4,500.00	0.00	4,500.00

RECEIVED
SEP 15 2025
Engineering Dept

PLEASE DETACH BEFORE DEPOSITING CHECK

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

Recurrent Energy Development Holdings,
98 San Jacinto Blvd.
Suite 750
AUSTIN, TX 78701

VOID VOID VOID

11-24/1210

Date: 09/10/2025
Check #: 501361

Pay Exactly **Four Thousand Five Hundred and 00/100 -US Dollars **

Amount
$**4,500.00**

TO THE ORDER OF BRAZORIA COUNTY ENGINEERING DEPARTMENT

VOID AFTER 90 DAYS

Laura Justice
Authorized Signer

WELLS FARGO BANK, N.A.

2 Signatures on Checks $25,000.00 and Over

Security Details on Back

⑈0000501361⑈ ⑆121000248⑆4121893481⑈

Brazoria County
Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

(979) 864-1265
(979) 388-1265
(281) 756-1265
Fax (979) 864-1270

INVOICE

Cascade Solar Drainage Review

INVOICE NO. **ENG-14**
DATE: **9/4/25**

RE: Drainage Review
Consultant: AL&B Engineering Services LLC

$4,500.00

Balance Due **$4,500.00**

PLEASE MAKE CHECK PAYABLE TO:
BRAZORIA COUNTY
c/o Brazoria County Engineering Department

Please Send Payment to:
Brazoria County Engineering Department
451 N. Velasco, Suite 230
Angleton, Texas 77515

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **10/28/2025**

Issuance of a Purchase Order After the Fact - Sheriff's Office Crime Lab

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the Sheriff's Office Crime Lab for which a requisition was not obtained prior to the purchase being made:

ANSI National Accreditation Board, LLC invoice #INV-020009 dated October 2, 2025 in the amount of $6,800.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

ANSI National Accreditation Board, LLC
1899 L Street NW, Suite 1100-A
Washington, DC 20036
414-501-5494

Bill To:
Brazoria County Sheriff's Department
Crime Laboratory
3602 CR 45
Angleton, TX 77515
UNITED STATES

Invoice No. INV-020009
Date: 10-02-2025
Due Date: 11-01-2025
Terms: Net 30 days
Customer #: 1111111440

Invoice

Description	Price	Quantity	Total
2025 Annual Accreditation Fee	1,500.00	1.00	1,500.00
ISO/IEC 17025 Surveillance Assessment Fee: Date: 08/05/2025	5,300.00	1.00	5,300.00
Total:			**$6.800.00**

Payable in US Dollars

For Questions about this invoice please contact: achalk@anab.org

ACH/WIRE Transfer
HSBC Bank USA NA 452 5th Ave, New York NY 10018

Account No: 038005280
ACH Transfer Routing NO: 022000020
Foreign Wire Information:
FED/ABA: 021001088 SWIFT: MRMDUS33

Pay Online at
https://securepayment.link/ansiaccreditation

Remit Checks to
ANSI National Accreditation Board, LLC
11617 Coldwater Road, Suite 101
Fort Wayne, Indiana 46845

Invoices past due are subject to 2% monthly finance charge, backdating to the original invoice date.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **10/28/2025**

Issuance of Purchase Order After the Fact - North Service Center

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the North Service Center for which a requisition was not obtained prior to the purchase being made:

Power Field Services invoice #15117 dated August 11, 2025 in the amount of $897.63.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

Power Field Services
1555 FM 517 Rd W
Dickinson, TX 77539-2743
+3377683
lhavis@powerfieldservices.com

INVOICE

INVOICE # 15117
DATE 09/23/2025
DUE DATE 10/23/2025
TERMS Net 30

BILL TO
BRAZORIA CO. AUDITOR
111 E. LOCUST, RM 303
ANGLETON, TX 77515

SHIP TO
PCT. 3

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

08/11/2025	**LABOR**	T'SHOOT GENERATOR FAULT. **TWO FAULTS INDICATED. CONNECT TO CONTROLLER AND CODE INDICATES LOW FUEL PSI. SUGGEST REPLACING INJECTION PUMP.	1	897.63	897.63

SUBTOTAL	897.63
TAX	0.00
TOTAL	897.63
BALANCE DUE	**$897.63**

1555 FM 517 W.
Dickinson, TX 77539

POWER FIELD SERVICES

281.337.7683
FAX- 281.337.7684

Rec'd: 8/11/25 By: Comp: 8.11.25 By: DP PO#

Customer: Brazoria Co. POC: Robert Franks

Location: PCT 3 PH: 979.864.2588

PH: O: 281.331.3197

Address: Keys/ Combo

Problem: "Code" "2-Wire"

Prev Hrs: 568.8 Arr Hrs: 585.9 End Hrs: 586.2 Time On Site: 15:08 - 17:30

M# SPEC: SER# 20983554

ATS M# SER# XER:

ATS M# SER# XER:

Eng M# SER#

Service Detail: Hrs:

Float V 25.3 Crank V 26.0 Run V. 27.6

- Tshoot codes
- "2 wire remote start" present @ Exercise today. No issue
- "ECU warning H" other warning
- Connect to ECU + H-Panel
- Code: ECU 001347.07, Fuel PSI Actual to desired mismatch.
- Monitor readings while running.
- PSI is good, sensor appears operational
- Disco. Fuel supply line. Inspect hose + check valve: Good
- Suggest replacing SCV, suction control valve as is responsible for Fuel Flow to HPCR. Fluctuation
- Genset Ran + Operational 480/60
- Workspace Clean
- Genset In Auto

QTY	PARTS	EXT
x1	Genlink Plug-in	
x1	JD EDL/ServiceAdvisor	
	Labor 2 1/16	346.50
	OT Labor 1.75/2.47	433.13
	▶ Diesel is clean + Green.	

Labor ____ hrs@ ____ = 779.63

Parts ____

Supplies E 20.00

Other CL 50.00

Trvl 20 mi@ 2.40 = 48.00

Trvl ____ hrs ____ = ____

Subtotal 897.63

Taxes ____

Total Due ____

SIGN: PRINT:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **10/28/2025**

Issuance of Purchase Order After the Fact - Constable Pct 1

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Constable Pct 1 for which a requisition was not obtained prior to the purchase being made:

NAPA Auto Parts invoice #171604 dated September 23, 2025 in the amount of $349.08.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

800005312
B & K MOTOR PARTS, INC.
125 Dixie Dr.
Clute, TX 77531
(979) 529-2267

Invoice Number 171604 Page: 1/1
Invoice Date: 09/23/2025 16:11
eInvoice# HOU00312171604

10977
BRAZORIA CO CONSTABLE PCT 1
202 Peach St
Lake Jackson, TX 77566

Employee: 136 , Vincent
Sales Rep: 99 , salesman
Accounting Day: 19
Tax Exemption:

Attention:
PO#: 2500341
Delivery:
Delivery Option:
Terms: SERVICE CHG

Part Number	Line	Description	Quantity	Price	Net	Total
61-0331	NPT	Carlyle Socket Set 1/2 in 9 (631) Qty: 3 from: HOU - HOUSTON, TX Above Item on Sale	4.00	303.46	87.27	349.08

ON ACCOUNT

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

Customer Signature

DELIVER TIME OUT_____
ARRIVAL AT SHOP_____
EMPLOYEE NUMBER_____

Tender Type:	Amount:
Charge Sale	349.08

Subtotal	349.08
TABLE 5 8.2500%	0.00
Total	349.08

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **10/28/2025**

Issue Change Orders for ITB #25-16 Construction for Follet's Island Dune Restoration Phase 2 Blue Water Highway Dunes "Project" (Precinct 1)

Permission to issue change orders 1-4 to RES Environmental Operating Company, LLC to perform the following work:

- Change Order No. 1: Extend the original dune by 729 LF for a total of $215,700.00.
- Change Order No. 2: Repair the existing "Emergency Dunes" placed and subsequently damaged by Hurricane Beryl for a total of $46,200.00.
- Change Order No. 3: Requesting a contingency not to exceed $50,000.00 to be set up in case of additional unknown repairs or issues if required, and if not to be able to use to extend the limits of the dune project.
- Change Order No. 4: Changing the measurement of 2 bid items from units to LF. Zero dollar change order; and

Whereas, RES Environmental (Contractor) agrees that all change orders #1 through change order #4 amounts are not to exceed 25% of the original RES construction bid price of $1,259,763.29 for a total of $1,574,704.00; and

Whereas, copies of all the aforementioned change orders are attached; and

Whereas, funds for this expenditure are available via the General Land Office Grant awarded to the County for the "Project" via Court Order No. 7.B.1 that was approved on October 10, 2023 Commissioners Court.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

		Client: Brazoria County
		Project: Follets Island Dune Restoration Ph
		Number: PK-FOLLET-ISL

Change Details

Submitted To Name:	Fitch, Jack	**Submitted To Company:**	RES Environmental Operating Company
Submitted By Name:	Madera, Mark	**Submitted By Company:**	ATSER, LP
Change ID (External #):	CHG-2025-0001	**Summary Description:**	Change Order to Extend the Dune Project by 729LF
Status of Change:	3) PM Approved/Close (10/14/2025 11:42 AM)		

Change Value:

Cost: $218,700.00 **Schedule:** 0 day(s)

Detailed Description of Change:

RES Environmental at the time of bidding included "Add Alternate - Dune Construction" price of $300 per Linear Foot all inclusive for excavating, placing 4'dia center and 3'dia hay bales front/back, covering with sand and planting. It was determined funding was available to place an additional 729 LF @ $300/LF for a total add of $218,700. Note: If the entire contingency is NOT used, use the remainder of the contingency to add additional LF of "Dune" NOT to exceed more than 25% of the entire contract amount.

Attachment List

Image	File Name	Link Expires	Notes
	Change Detail - 9/12/2025 10:36 AM.pdf	4/14/2026	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR/OWNER/SUBCONTRACTOR

ACCEPTED:

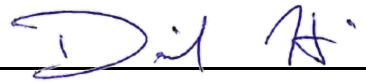
By: _____

_____

PRINT NAME/TITLE

Date: _____

CONTRACTOR/OWNER/SUBCONTRACTOR:

By: 

David Hill, VP Central

PRINT NAME/TITLE

Date: 10/14/2025

		Client: Brazoria County
		Project: Follets Island Dune Restoration Ph
		Number: PK-FOLLET-ISL

Change Details

Submitted To Name:	Fitch, Jack	**Submitted To Company:**	RES Environmental Operating Company
Submitted By Name:	Madera, Mark	**Submitted By Company:**	ATSER, LP
Change ID (External #):	CHG-2025-0002	**Summary Description:**	Repairs to Emergency Dunes placed previously and damaged by hurricane
Status of Change:	3) PM Approved/Close (10/14/2025 7:21 PM)		

Change Value:

Cost: $46,200.00 **Schedule:** 0 day(s)

Detailed Description of Change:

Based on field walks with the EOR, Brazoria County and the contractor; subsequent negotiations the contractor submitted the agreed pricing to complete the repairs (All inclusive) for clean-up the damaged "Emergency Dunes" placed and subsequently damaged by hurricane Beryl. Complete the repairs and clean up the damaged emergency dunes placed and subsequently damaged by hurricane Beryl in the amount of $46,200.

Emergency Repair
$46,200.00

Attachment List

Image	File Name	Link Expires	Notes
	Change Detail - 9/12/2025 10:46 AM.pdf	4/14/2026	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR/OWNER/SUBCONTRACTOR

ACCEPTED:

By: _____

_____
PRINT NAME/TITLE

Date: _____

CONTRACTOR/OWNER/SUBCONTRACTOR:

By: _____

David Hill, VP Central
PRINT NAME/TITLE

Date: 10/14/2025

		Client: Brazoria County
		Project: Follets Island Dune Restoration Ph
		Number: PK-FOLLET-ISL

Change Details

Submitted To Name:	Fitch, Jack	**Submitted To Company:**	RES Environmental Operating Company
Submitted By Name:	Madera, Mark	**Submitted By Company:**	ATSER, LP
Change ID (External #):	CHG-2025-0003	**Summary Description:**	Brazoria County is requesting a Project Contingency
Status of Change:	3) PM Approved/Close (10/14/2025 7:23 PM)		

Change Value:

Cost: $50,000.00 **Schedule:** 0 day(s)

Detailed Description of Change:

Brazoria County is requesting a Contingency to be set up in case of additional unknown repairs or issues, if required and if not to be able to use the Addendum pricing of $300 per LF to extend the limits of the dune project. Note: RES Environmental (Contractor) agrees that all Change Order #1 (extension) through Change Order #3 extension & Change Order #4 (zero cost change) amount not to exceed 25% of the original RES construction bid price of $1,259,763.29

Contingency NTE $50,000.00

Attachment List

Image	File Name	Link Expires	Notes
	Change Detail - 9/12/2025 10:52 AM.pdf	4/14/2026	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR/OWNER/SUBCONTRACTOR

ACCEPTED:

By: _____

_____

PRINT NAME/TITLE

Date: _____

CONTRACTOR/OWNER/SUBCONTRACTOR:

By: _____

David Hiill, VP Central

PRINT NAME/TITLE

Date: 10/14/2025

		Client: Brazoria County
		Project: Follets Island Dune Restoration Ph
		Number: PK-FOLLET-ISL

Change Details

Submitted To Name: Fitch, Jack	**Submitted To Company:** RES Environmental Operating Company
Submitted By Name: Madera, Mark	**Submitted By Company:** ATSER, LP
Change ID (External #): CHG-2025-0004	**Summary Description:** Change of Item(s) Units of Measure
Status of Change: 3) PM Approved/Close (10/14/2025 7:23 PM)	

Change Value:

Cost: $0.00 **Schedule:** 0 day(s)

Detailed Description of Change:

Plan Item 9998 4' dia Round Hay Bale (plan length 4') was bid at $134.48 x 988 each for a total of $70,466.52
Plan Item 9999 3' dia Round Hay Bale (plan length 4') was bid at $130.31 x 2528 each for a total of $95,387.07

The contractor submitted a request to use 5 foot length hay bales for each item; because of hardship locating 4 foot length hay bales.

The EOR, Resident Engineer and Brazoria county all agreed to change would be acceptable and the length/measurement would be modified by Change Order.

The Plan units will change to Lump Sum $70,466.52 (4'Dia) and $95, 387.07 (3'Dia) for a ZERO Dollar Change Order.

Measurement in the field will be measured by the LF (4' total = 3952 LF & 3' total = 10,112 LF) and paid monthly by LF placed divided by Total LF up to the Total Lump Sum pricing amount.

Attachment List

Image	File Name	Link Expires	Notes
	Change Detail - 9/12/2025 11:12 AM.pdf	4/14/2026	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR/OWNER/SUBCONTRACTOR

ACCEPTED:

By: _____

_____

PRINT NAME/TITLE

Date: _____

CONTRACTOR/OWNER/SUBCONTRACTOR:

By: _____

David Hiill, VP Central

PRINT NAME/TITLE

Date: 10/14/2025

October 10, 2023

THE COMMISSIONERS COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.B.1

RE: Resolution – Follets Island Gulf Beach and Dune Restoration Coastal Study Project

---

The Court hereby adopts the attached Resolution in support of partnering with the Texas General Land Office to implement Follets Island Gulf Beach and Dune Restoration Coastal Texas Study Project.

The Judge is hereby authorized to sign any paperwork related to the resolution upon final review by the District Attorney's Office.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **10/28/2025**

Engineering Services for the New Shop Building at the Central Service Center “Project” (Precinct 2)

Approve the additional expenditure of $152,061.00 to Concept Engineers Inc, to develop Plans, Specifications and Estimates for the New Shop Building at the Central Service Center “Project”.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Concept Engineers, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to construct a new shop building at the central service center, hereinafter called the "Project"; and

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Concept Engineers, Inc.
451 N. Velasco, Suite 230	2550 North Loop West #200
Angleton, Texas 77515	Houston, Texas 77092
ATTN: Matthew Hanks, JD, PE	ATTN: Priya Sharma, ENV SP
Email: matth@brazoria-county.com	Email: PSharma@ConceptEngrs.com
Phone: 979-864-1265	Phone: 713-552-9200

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 23
Execution

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Concept Engineers, Inc.

a Texas company

By: _____

Name: Priya Sharma, ENV SP

Title: President

Date: 10/16/2025

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

PREPARED FOR BRAZORIA COUNTY

SUBMITTED BY

CONCEPT ENGINEERS, INC.

2550 NORTH LOOP WEST, SUITE 200,
HOUSTON, TEXAS 77092
TELEPHONE: 713-552-9200

SEPTEMBER 17, 2025

September 17, 2025

Brazoria County Engineering Department
Attention: Wael Tabara, PE, MASC, CFM
Assistant County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: New proposed pre-engineered metal building located on County Road 171, Angleton, Brazoria County, Texas.

Dear Mr. Tabara,

Thank you for the opportunity to provide engineering services for the above mentioned facility. Concept Engineers, Inc. and team is pleased to submit enclosed detailed scope of work including:

1. Structural Engineering Design
2. Civil Engineering Design
3. Architectural Design Services
4. Survey and SUE
5. Geotechnical Report
6. MEP Services
7. Cost-Estimate for structural items
8. Addressing comments during permitting phase
9. Attend progress meetings, as needed
10. Construction Administration Services (Structural & Civil Engineering only)

Please let us know if you have any questions. We look forward to being a valuable team member and partner in every respect.

Sincerely,
Concept Engineers, Inc.

Priya Sharma, ENV SP
President

SCOPE OF WORK

Project Name: Pre-Engineered Metal Shop Building
Project Location: CR 171, Angleton, Texas
Client Name: Brazoria County Engineering Department

Concept Engineers, Inc. (Concept) is pleased to submit this proposal for the design and development of a new shop building located on County Road 171, Angleton, Brazoria County, Texas.

The project building type will be one story metal building with a mechanical/storage mezzanine approximately 15,061 square feet. Concept will work with Brazoria County Engineering Department and will provide fully integrated services, including the following:

1. Structural Engineering Services: Concept Engineers will provide structural engineering design services for the proposed steel building located in Brazoria County, Texas.

   The building is intended to serve as a maintenance/shop building for Brazoria County vehicles and will have overall dimensions of approximately 125 feet in length and 120 feet in width—including a 40-foot awning for vehicle cover. Our scope of services will include:

   - Analysis, design, and preparation of construction documents for the building foundation and support of the manufactured steel building system.
   - Construction Administration services as per Texas Department of Insurance (TDI) are included in the total project fees.

2. Civil Engineering Services: Concept Engineers will provide civil engineering services that will include site design for the proposed building and its integration with existing infrastructure. Our scope of services will include:
   - Site layout for the PEMB and awning
   - Grading and drainage plan and tie-ins to the existing system
   - Concrete paving under the awning and at door/apron tie-ins; details at PEMB columns
   - Utility coordination to identify/resolve conflicts (minor relocations only if needed)
   - Basic erosion control/SWPPP (if required)

   Assumptions:
   - No off-site improvements or new water/sewer services are required
   - Detention not anticipated; final approach to be confirmed with the client

3. Architectural Design Services: Included – See Exhibit A – Submitted by Draft House Design Studio

4. Topographic Survey and Subsurface Utility Investigation: Included – See Exhibit B – Submitted by Weisser Engineering & Surveying

5. Geotechnical Services: Included – See Exhibit C – Submitted by B2Z Engineering

6. MEP Design Services: Included – See Exhibit D – Submitted by DBR, Inc.

Service Area	Fee Estimate
Structural Engineering	$ 20,000.00
Civil Engineering	$20,000.00
Architectural Design	$30,000.00
Architectural Coordination	$3,000.00
Topographic Survey, Boundary Survey, and SUE	$ 19,910.00
Survey Coordination	$1,991.00
Geotechnical Services	$5,600.00
Geotechnical Coordination	$560.00
MEP Design Services	$35,000.00
MEP Coordination	$3,500.00
Construction Administration Fees (Structural)	$ 7,500.00
Construction Administration Fees (Civil)	$5,000.00
TOTAL PROJECT FEES	$ 152,061.00

Construction Cost Estimate

Below are the cost estimates for the structural components of the building. Please see Exhibit E for the cost of the prefabricated building provided by Allied Steel Buildings.

Description	Quantity		Unit Cost	Total
Install New SOG + Foundations (Including Grade Beams + Piers)	15,061	SF	37.00	$557,257
PEMB Building (Material + Freight)	1	LS	281,960.00	$281,960
PEMB Building (Sales Tax 8.25%)	1	LS	23,261.70	$23,262
PEMB Building Installation	1015	HRS	80.00	$81,200
Design Contingency		20%		$188,816
TOTAL				**$1,132,495**

Project Schedule

Concept Engineers are equipped to start the above scope of services upon receipt of your fully executed authorization to proceed. Our design schedule will mirror the project schedule.

Terms and Conditions

This proposal is valid for sixty days and is based upon a mutually agreeable scope of services and project schedule.

All reports, drawings, specifications, and electronic media remain the property of Concept Engineers. Copies retained by the Client shall be utilized for Client's exclusive internal use. Unauthorized use or distribution of Concept Engineers' work shall be at Client's and recipient's sole risk and without liability to Concept Engineers.

Concept Engineers invoices are due upon receipt. Accounts unpaid for forty-five (45) days from the date of invoice are subject to a 1.5 percent (1.5%) per month service charge. Accounts unpaid for sixty days from the date of invoice will be cause for Concept Engineers to suspend all performance under this Agreement upon a fourteen (14) day written notice, unless payment in full is received within fourteen (14) days from the of the written notice. Acceptance by Concept Engineers of any payment more than sixty days old shall not serve as a waiver of Concept Engineers contractual right to suspend services for nonpayment. Client agrees to pay Concept

Engineers cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. Failure to make payment within thirty days of invoice shall constitute a release of Concept Engineers from any and all claims which Client may have, either in tort or in contract, and whether know or unknown at the time.

Limitation of Liability and Warranties

Concept Engineers will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality at the time of service.

Client agrees that Concept Engineers shall provide only the services set out herein and that Concept Engineers makes no warranties, express or implied in our proposal or our oral or written reports, with respect to products or their fitness for a particular purpose. Client agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said products.

Any representations, recommendations, opinions, or conclusions relating to the work performed by Concept Engineers must be made in writing by duly authorized Concept Engineers representatives. Concept Engineers will not be bound by any oral representations, recommendations, opinions or conclusions.

Risk Allocation

Many risks potentially affect us by virtue of entering into a contract to perform professional engineering consulting services on your behalf. The principal risk is the potential for human error by Concept Engineers personnel; For our client to obtain the benefit of a fee which includes a nominal allowance for dealing with our liability, client agrees to limit services described in this contract. Concept Engineers, Inc. aggregate liability under this contract will not exceed our total fee for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and client agrees to indemnify and hold harmless Concept Engineers from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this contract are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Concept Engineers as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon

herein by the parties. Parties mean client and Concept Engineers, Inc. and their officers, employees, agents, affiliates, and subcontractors.

Both client and Concept Engineers agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this contract.

Indemnification

If any claim is brought against Concept Engineers, its employees, agents and subcontractors and/or client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Concept Engineers and client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of Concept Engineers caused any damage, injury or loss claimed by the third party, then Concept Engineers and client shall each indemnify the other against any loss of judgement on a comparative negligence basis (client responsibility to include that of its agents, employees, and other contracts); and
2. Unless Concept Engineers was liable for negligence, breach of contract or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, client shall indemnify Concept Engineers against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

Entire Agreement

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the Client by Concept Engineers and contains all of the covenants and agreements between the parties with respect to such transaction in any manner whatsoever.

Choice of Law / Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Brazoria County, Texas.

AUTHORIZATION

Please complete the following sections, sign, date and return this proposal in its entirety to signify your acceptance of this proposal and to authorize us to proceed with the work.

AUTHORIZED BY:

NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

SIGNATURE AND DATE: _____

We thank you for the opportunity to provide this proposal and look forward to serve your engineering needs.

Please see enclosed Exhibit A - E.

EXHIBIT A

DRAFT HOUSE
DESIGN STUDIO

To: Concept Engineers, Inc.
Date: September 17, 2025
RE: Proposal for Architectural Services

Congratulations on the start of a new project! Draft House Design Studio, LLC would like to provide architectural services for the design of one PEMP building to be located at 21017 County Road 171, Angeton, TX 77515. The proposed floor plan for this site will be 2 levels with approximately 10,000sf. The space will consist of a large shop, crew room, sign shop, tool room, office and storage spaces along with (2) mezzanines which will also be used for storage. The plans will be based on the Pct 4 Shop Building plans/layout, but will be modified to include the 40x125 covered awning space.

Draft House Design Studio, LLC will produce a builder's set of drawings that are sufficiently detailed to submit to the local municipality for permitting. Structural, Civil, Electrical, Mechanical and Plumbing engineering services and drafting, if applicable, are not included in this proposal.

Specifically, Draft House Design Studio, LLC will perform the following services:

Scope of Services:
Part A: Schematic Design
Preliminary Floor Plans and Exterior Elevations and Site Plan. (8.5x11 PDF documents)
Prepare Existing and Preliminary Floor Plans, Exterior Elevations and Site Plan. (8.5x11 PDF documents)

Part B: Construction Documents
Architectural Fee: **$3/sf**
Total estimated architectural fees: $30,000.00 (Based on 10,000sf bldg area)

Deliverables (24x36 PDF documents): Draft House will provide the Site Plan, Floor Plans, Exterior Elevations, 3D Axons, Interior Elevations, Building Sections and Details necessary for permitting with the local municipality. Drawings to comply with the 2021 International Building Code and all applicable building code requirements.

The Client will provide the plat, survey, soils report, applicable deed restrictions, architectural controls, and any other standards that may govern the project.

-- Total Estimated Design Fees for this project: $30,000.00 --

Part E: Client Responsibilities:
It is the Client's responsibility to provide Draft House Design Studio, LLC with the following information:

1. Plat
2. A professional site topo survey completed by a surveyor registered in the state of Texas.
3. A geotechnical soils report
4. Answers to questions in a timely manner and abide by decisions that have been agreed upon.

Revisions & Customizations:
All Client requested revisions to the architectural drawings beyond the agreed upon scope will be charged based on an hourly rate of $125.00/hour. All proposed revisions and fees will be discussed and agreed upon before the completion of work.

Fee Schedule for Payments & Invoicing:

Payments will be structutured by project phases or as agreed upon.

GENERAL CONDITIONS

I. SCOPE

Draft House Design Studio, LLC. (hereinafter "Architect") agrees to perform the services described in the attached letter proposal, dated September 17, 2025, which shall incorporate these terms and conditions. Unless modified in writing by the parties hereto, the duties of the Architect shall not be construed to exceed those services specifically set forth in the letter proposal. The letter proposal and Standard Terms and Conditions, when executed by **Concept Engineers Inc.** (hereinafter "Client") shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay invoices for their undisputed portions within 30-days of receipt. Final payment due upon delivery of completed design drawings. Payment later than 30-days shall include interest at 1.5% per month, or lesser maximum enforceable interest rate, from the date the client received the invoice until the date the Architect receives payment. Such interest is due and payable when the overdue payment is made.

Time related charges will be billed as specified in the proposal. Direct expenses and reimbursables along with subcontracted services will be billed at actual cost plus a service charge of 10%.

III RESPONSIBILITY

Architect is engaged to render a service only, and any payments made by Client are solely for such service rendered and recommendations made in conjunction with Architect's performance of the work. Architect shall follow the standard practices of the architecture profession to make findings, provide opinions, provide professional advice and recommendations.

In performing professional services, Architect shall act as agent of Client. Architect's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work, nor shall such involvement by Architect constitute an assumption of liability therefore. It is understood that any resident architect or inspection provided by Architect is for the purpose of determining compliance with its technical provisions of the project and does not constitute any form of guarantee or insurance with respect to a Contractor. Architect does not assume any responsibility for means and methods used by a contractor, for the safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to provide those items or services indicated in the attached letter proposal.

V INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in connection with this Project or the performance by any parties under this Agreement, excepting only those damages, liabilities or costs attributed to the negligent act or negligent failure to by the Architect.

VI LIMITATION OF LIABILITY

EXCEPT FOR ACTS AMOUNTING TO WILLFUL OR INTENTIONAL WRONGS, NEITHER THE ARCHITECT, ARCHITECT'S CONSULTANTS, NOR THEIR AGENTS OR EMPLOYEES SHALL BE JOINTLY, SEVERALLY, OR INDIVIDUALLY LIABLE TO THE CLIENT IN EXCESS OF THE COMPENSATION TO BE PAID PURSUANT TO THIS AGREEMENT.

In the event that applicable law prohibits enforcement of this limitation of liability provision as written then, and only then, this provision shall be deemed to be modified to provide the maximum protection allowable under applicable law.

VII SUBCONTRACTS

Architect shall be entitled to the extent determined appropriate by Architect, to subcontract any portion of the work to be performed under this project.

VIII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client or Architect without the prior written consent of the other.

IX INTEGRATION

These terms and conditions and the letter proposal to which they are attached represent the entire understanding the Client and Architect as to those matters contained herein. No prior oral or written understanding shall be of force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X JURISDICTION AND VENUE

This agreement shall be administered and interpreted under the laws and the State in which the Architect office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the agreement shall be made in that State.

If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is a conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be set in a Texas District Court in Harris County.

Xi SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event of unforeseen circumstances beyond the control of the Client that make normal progress in the performance of the work impossible.

Architect may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of work. Architect may suspend work on the project in the event that Client does not pay invoices when due. The time of completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90-days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XI.

XII TERMINATION OF WORK

Client or Architect may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 7-days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with receipt returned to the sender.

XIII OWNERSHIP AND USE OF DOCUMENTS

All documents as instruments of services are and shall remain the sole and exclusive property of the Architect whether the Project for which the work is rendered is executed or not. The Client shall be permitted to retain copies, including reproducible copies of documents for information and reference purposes only in connection with the Client's use and occupancy of this Project; provided, however , that the Architect shall retain any and all copyright privileges in and to such documents. The documents shall not be used by the Client on other projects, or additions to the Project, or for completion of the Project by others, or published in any manner whatsoever, except by prior agreement of the Architect in writing and with appropriate compensation to the Architect. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Client or Architect rights nor a violation of the terms hereof. The Architect agrees to not replicate these plans for projects of other builders.

XIV ARBITRATION

No claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration.

If the above information describes the work that you expect Draft House Design Studio, LLC to perform, please sign and date this proposal and return a copy to info@drafthousedesign.studio.

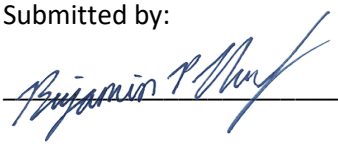
Submitted by:	Date:	Accepted by:	Date:
	9/17/2025	_____	
Ben Navo Jr., Architect Draft House Design Studio, LLC		_____ (Print: Name, Title)	

EXHIBIT B

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: September 16, 2025

Brazoria County
c/o David Moore
Concept Engineers
2550 N Loop W, Suite 200
Houston, TX 77092
713-552-9200
dmoore@conceptengrs.com

Proposal for Professional Services in Connection With: Construction Project located on an approximate 8.77-acre tract of land known as Tracts 53B-54B, situated in the I.T. Tinsley Survey, A-375, located at 21017 County Road 171, Angleton, Brazoria County, Texas

Dear Mr. Moore

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Brazoria County c/o Concept Engineers (the "Client").

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

1. Boundary Surveying Services: Perform a Category 1B, Condition 3 Boundary Survey of the entire above-referenced tract.
   COST: $5,800.00 (non-taxable – Public Agency)

2. Topographic Surveying Services: A Topographic Survey of the area out of the above-referenced tract as shown on the attached Aerial Image. The Topographic Survey will include spot elevations at 50-foot intervals with high- and low-grade breaks, site improvements (buildings, fences, etc.), edges of pavement and driveways (curb & gutter, edge of asphalt, edge of gravel, etc.), drainage features (tops, toes, flowlines of ponds/swales/ditches, culverts, etc.), and visible utilities with rim and flowline elevations. Deliverable will include a Topographic Survey Map at appropriate scale and an AutoCAD file.
   COST: $6,210.00 (non-taxable)

3. Engineering Services: Subsurface Utility Research and Mapping.
   COST: $7,900.00 (non-taxable)

NOTE: Subsurface Services does not include Level A or Level B coordination.

The Client will provide the following:
Site access

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.

8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact John Harvill, RPLS (jharvill@weissereng.com) or Kenny Jordan, SIT (kjordan@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT	**WEISSER ENGINEERING & SURVEYING**
Brazoria County c/o Concept Engineers	
By: _____	By: Taylor R. Sass
Printed Name: _____	Printed Name: Taylor R. Sass
Title: _____	Title: President & CEO
Date of Acceptance: _____	Date of Acceptance: 09/16/2025

Please provide an email address for Accounts Payable contact for invoicing purposes:

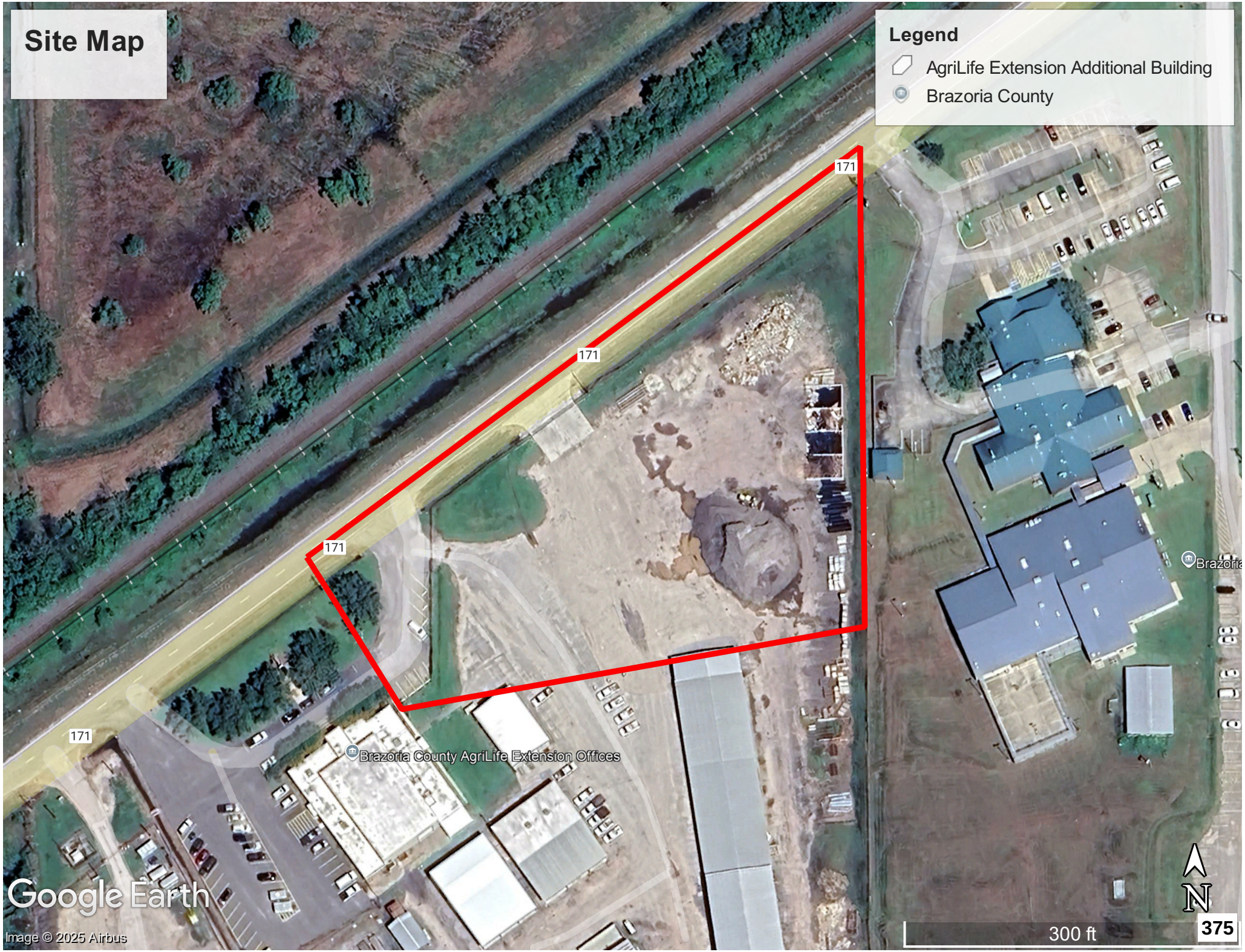

Site Map
Legend
AgriLife Extension Additional Building
Brazoria County
171
171
171
171
Brazoria County AgriLife Extension Offices
Brazoria
Google Earth
Image © 2025 Airbus
300 ft
N
375

EXHIBIT C

September 16, 2025

Concept Engineers, Inc.
ATTN: Priya Sharma, ENV SP (PSharma@conceptengrs.com)
David Moore, P.E., PMP (DMoore@conceptengrs.com)

RE: Proposal for Geotechnical Services (GEO)
Proposed Brazoria County Shop Building Project

B2Z Engineering is pleased to submit this cost proposal to provide Geotechnical Engineering Services (GEO) for the above referenced project. We are presenting this letter and cost estimate to confirm our understanding of this project and providing a description of the tasks to be performed. The broad objectives of our study will be to determine subsurface conditions for use by others in completing the design of the above referenced project. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

I. Geotechnical Drilling and Miscellaneous Field Services (GEO - Drill)

Based on the location map (or general directive) provided to **B2Z**, we are proposing the drilling and sampling of subsurface materials within the project limits as follows:

- Geotechnical Borings
  - One (1) Boring will be drilled at proposed location of the Prop. Building (Borings will be advanced to a depth of approximately 20 feet below the existing top of natural ground) (Borings will be field tested – SPT).
  - Two (2) Borings will be drilled at proposed location of the Prop. Parking & Drives (Borings will be advanced to a depth of approximately 6 feet below the existing top of natural ground) (Borings will be field tested – SPT).

The Client will be responsible for obtaining any necessary permits or authorization, including any needed clearing, to access areas (right of entry) where the borings are to be drilled. B2Z will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project.

The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with ASTM Standard Test Procedures (ASTM D1586 – Standard Penetration Testing). The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of our drilling operations.

All samples will be removed from the sample apparatus during drilling operations. B2Z personnel will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory.

Drilling services will also include a 24-hour water level reading at each boring location where applicable. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If there is not enough soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal ***does not*** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

II. Geotechnical Laboratory Testing Services (GEO - Test)

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318)
(2) Gradation (-200) (ASTM D1140)
(3) Gradation (Full Sieve & Hydrometer) (ASTM D6913 & D7928)
(4) Lab. Determination of Moisture in Soils (ASTM D2216)

III. Geotechnical Engineering Services (GEO – Eng)

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in an electronic engineering memo/report (.pdf), which will be prepared by one of our engineers. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering analyses/recommendations for:

1	Geo Report Deliverable / Tech Memo (Shallow Foundation Analysis)

Project Schedule

We should be able to start the field work immediately after receiving your written authorization or after obtaining permission for rights of entry (ROE), whichever is later. Final report will be submitted 2 weeks after completion of the field and laboratory testing and field work.

Cost

Based on the scope of work outlined within this proposal, the cost of the field investigation, laboratory testing & report will be:

- Lump Sum Cost for GEO will be $5,600.00.

We appreciate the opportunity to propose on this project. We hope this proposal meets with your approval. If you have any questions, please contact us.

Respectfully Submitted,
B2Z Engineering

David A. Saenz, P.E., C.F.M.

If this Proposal meets the requirements for your project and you wish to enter into an agreement with us for Professional Services (as noted in this proposal) please sign and date this proposal and we will follow-up with any required formal Contractual Documents in a follow-up submittal/email.

Sign here – _____

Date here – _____

Site Plan for Brazoria County Shop Building (Provided by Client)

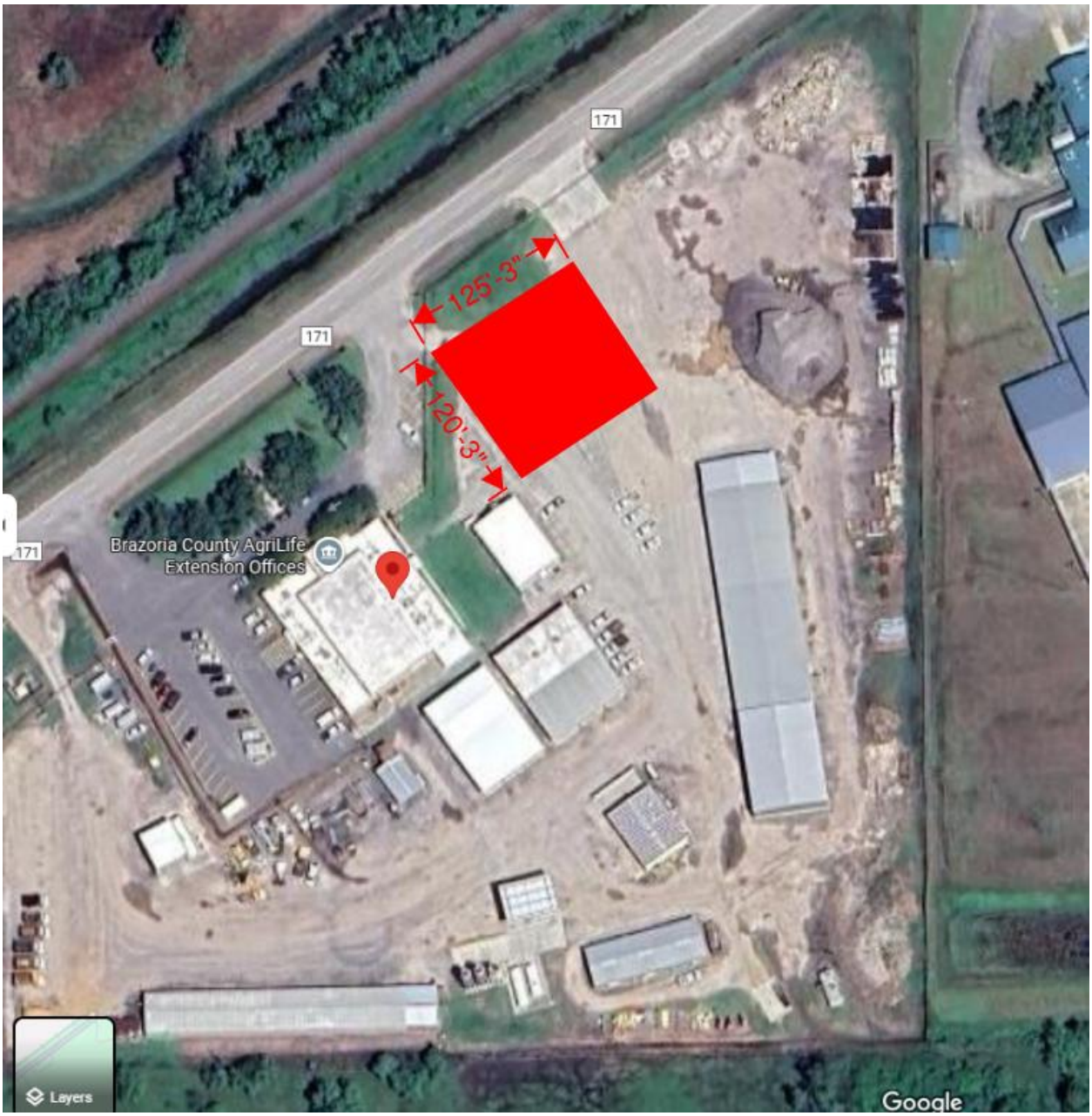


EXHIBIT D

SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

9990 Richmond Avenue, South Building, Suite 300
Houston, TX 77042
v 713.914.0888

September 12, 2025

Mr. David Moore, PE
Concept Engineers, Inc.
2550 North Loop West, Suite 200
Houston, Texas 77092

PROJECT: BRAZORIA COUNTY – NEW ADDITION
21017 COUNTY ROAD 171
ANGLETON, TEXAS 77515

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical, and Plumbing (MEP) Engineering Services on the above referenced project.

1. We understand this project to consist of engineering services design services for a new PEMB building.

2. The fee, not including expenses, shall be **Thirty-Five Thousand Dollars ($35,000.00).**

   All expenses incurred will be billed at cost plus 10%.

3. **SCOPE OF WORK:**
   a. HVAC: Split DX FCUS and ventilation fans in shop. Design new zoning or layout as required.
   b. Fire Protection: New fire sprinkler system to be by performance spec as necessary by code.
   c. Electrical: Circuit devices as determined by the clients' power and data location plan.
   d. Lighting: Circuiting and lighting controls. Light fixtures and schedule provided by DBR. Coordinate with ceilings.
   e. Coordination: Coordinate tie in of all utilities including mechanical, electrical and plumbing.
   f. Perform electrical and mechanical energy calculations when required by local authority.
   g. Fire Alarm: Provide performance specification as required for build-out.

4. **BID/CONTRACT DOCUMENTS:**
   a. Provide one (1) set of signed drawings and specifications as required for bidding and permit review.
   b. Provide a set of .pdf and bound .dwg drawings and specifications.
   c. Provide one (1) drawing revision due to owner review or code review is included. Additional drawing revisions shall be extra as outlined below.

5. **CONSTRUCTION ADMINISTRATION:**
   a. Review of shop drawings.
   b. Respond to RFIs during construction.

6. **ASSUMPTIONS:**
   a. MEP is based on the attached Exhibit.
   b. Electronic floor plans, ceiling plans, sections, details and electrical and data plans will be provided by architect.
   c. All work is for one (1) set of bidding documents.
   d. Specifications will be issued in book format.
   e. Light fixtures and all fixture layout will be provided by DBR.
   f. No BAS for HVAC

7. **ADDITIONAL SERVICES:**
   a. Revisions to drawings after issue other than clarifications during bid time or response to code reviews.
   b. Revisions to drawings to implement "value engineering".
   c. Design of alternate bids that result in additional work to be negotiated with architect/owner prior to work commencing.

8. **MEP EXCLUSIONS (These services can be provided as additional fee once scope of work has been confirmed):**
   a. Project design and construction meetings.

b. Upgrades to existing HVAC equipment.
c. Telephone, data, sound and security design.
d. Design of fire sprinkler system (performance specifications included).
e. Budget estimating and statements of probable cost.
f. Specialty lighting systems other than outlined above.
g. Additional site observation during construction.
h. Commissioning.
i. Emergency generator design.
j. IDF room rack and UPS design.
k. Design of as-built drawings. Cad files will be provided to the contractor for use and implementation of as-builts.
l. Plumbing
m. Low Voltage

9. **We will bill monthly according to progress. The breakdown below shows the approximate portion of the fee for each of the proposed services:**

a.	MEP Design	
	i. Construction Documents	85%
	ii. Construction Administration	15%
		100%

10. **The hourly billing rates shall be as follows:**

Partner	$300.00/hour	Quality Control	$175.00/hour
Principal	$270.00/hour	Commissioning Agent	$160.00/hour
Practice Area Leader	$240.00/hour	Assistant Project Manager	$160.00/hour
Design Director	$220.00/hour	Engineer in Training II	$160.00/hour
Director	$220.00/hour	Construction Administrator	$150.00/hour
Senior Project Manager	$220.00/hour	Designer II	$150.00/hour
Senior Commissioning Agent	$205.00/hour	Engineer in Training I	$140.00/hour
Senior Commissioning Engineer	$200.00/hour	Sustainability Professional	$140.00/hour
Design Leader	$190.00/hour	Designer I	$130.00/hour
Project Manager	$190.00/hour	Designer Trainee	$130.00/hour
Senior Engineer	$190.00/hour	BIM Modeler	$105.00/hour
Engineer	$180.00/hour	Business Administrative Assistant	$100.00/hour
Senior Designer	$180.00/hour	Construction Clerk I & II	$100.00/hour
Senior Construction Administrator	$180.00/hour		

If this proposal meets your approval, please indicate your acceptance by providing your signature in the space provided below and returning this signed original to our office. We will proceed with the work upon receipt of the executed proposal.

Accepted by Client:
By (signature):

_____
Print Name:
Title:
Date:

Accepted for DBR Engineering Consultants, Inc.:
By (signature):



Print Name: Brent B. Moe, PE
Title: Partner
Date: September 12, 2025

When accepted by Client this proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. DBR is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If DBR proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Version: April 2019

EXECUTION

Any agreement that these terms and conditions are incorporated into, including the exhibits and schedules made a part thereof, constitutes the entire agreement ("Agreement") between DBR and CLIENT, and supersedes and controls over all prior written or oral understandings. Except as set forth in the paragraph titled "Changes" in these terms and conditions, this Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

CHANGES

Subject to DBR's rights to change these terms and conditions, the parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by DBR are estimates to perform the services required to complete the project as DBR understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. DBR will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services result in an increase or decrease in the cost of or time required for the performance of the services, an equitable adjustment shall be made and the Agreement modified accordingly.

CONTROLLING AGREEMENT

These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any agreement, proposal, contract, purchase order, requisition, notice-to- proceed, or like document.

INVOICES

DBR will submit invoices monthly or more frequently as appropriate for services rendered and CLIENT will make prompt payments upon receipt of DBR's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and sub-consultant expenses will be marked up 10% to cover administrative and insurance costs.

When CLIENT is the Architect, CLIENT shall make payment immediately (within 7 days) after receiving payment from owner.

CLIENT shall make prompt payment to DBR when DBR is prime consultant.

DBR will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in DBR's invoices for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify DBR of the dispute and request clarification and/or correction. After any dispute has been settled, DBR will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for DBR. DBR retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of DBR's invoices are not paid when due, DBR also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by DBR under this Agreement will be the care and skill ordinarily used by members of DBR's profession practicing under the same or similar circumstances at the same time and in the same locality. DBR makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with DBR's services.

OPINONS OF PROBABLE COST (COST ESTIMATES)

We are not professional cost estimators. We will provide our opinion on costs but shall not be held liable for our cost estimates. If the project is redesigned due to budget, DBR shall be compensated for the additional man-hours in meetings and re-designing. Any opinions or estimates of probable project cost or probable construction cost provided by DBR are made based upon information available to DBR and DBR's experience and qualifications. Such estimates or opinions represent DBR's judgment as an experienced and qualified professional engineer. However, since DBR has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') means and methods of determining prices, or over competitive bidding or market conditions, DBR does not guarantee that proposals, bids or actual project or construction cost will not vary from any opinions of probable cost prepared by DBR.

CONSTRUCTION PROCEDURES

DBR's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. DBR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, DBR shall not be responsible for the acts or omissions of the contractor or other parties on the project.

CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

CERTIFICATE OF MERIT

The CLIENT or any entity relying on this agreement shall make no claim for professional negligence, either directly or by way of a cross complaint against any employee of DBR unless the CLIENT has first provided this company with a written certification executed by an independent consultant currently practicing in the same discipline as the work performed and licensed in the state which work was performed. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for the engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to this office not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration. Any breach of these terms is subject to civil action by DBR against the CLIENT.

SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by DBR. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that DBR is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advices of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by DBR, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by DBR.

SUCCESSORS AND ASSIGNS

CLIENT and DBR, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor DBR will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

TERMINATION OF AGREEMENT

CLIENT or DBR may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs DBR incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

Termination of this Agreement does not prevent any later dispute from being covered under the terms of this Agreement. DBR does not waive any rights under this Agreement if DBR chooses to terminate this Agreement.

HAZARDOUS MATERIALS

CLIENT represents to DBR that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to DBR the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event DBR or any other party encounters undisclosed hazardous materials, DBR shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and DBR may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that DBR is performing professional services for CLIENT and that DBR is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with DBR's services under this Agreement. If DBR's services hereunder cannot be performed because of the existence of hazardous materials, DBR shall be entitled to terminate this Agreement for cause on 30 days' written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless DBR, its officers, directors, partners, employees, and sub consultants form and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous

materials, provided that (i) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity form and against the consequences of that individual's or entity's sole negligence or willful misconduct.

LIMITATION OF LIABILITY

DBR's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including DBR's professional negligent acts, errors, or omissions, shall not exceed the lessor of $50,000 or the total compensation received by DBR under this Agreement, except as otherwise provided under this Agreement. CLIENT hereby releases and holds harmless DBR from any liability above such amount.

VALUE ENGINEERING AND SUBSTITUTIONS

For any modifications required for substitutions and / or value engineering, DBR shall be compensated according to DBR's additional services under this Agreement. Value Engineering or substitutions for all document revisions must be submitted in a timely manner as to not cause project delay. If CLIENT accepts a change not recommended by DBR in writing, the CLIENT agrees to indemnify, defend, and hold DBR harmless from all claims damage, liability, or cost which arise in connection with, or as a result of, the incorporation of such changes accepted by CLIENT.

BETTERMENT

For documents produced by DBR that have any component or required item left out of the construction documents in error, DBR's liability shall be limited to the cost difference between (i) the cost of adding the item at the time of discovery of the omission; and (ii) the cost of the item had the item been included in the construction documents. In NO case shall DBR be responsible for the expense of the betterment, upgrade or enhancement of the project. DBR shall revise as necessary all documents requiring modification due to error or missing components.

LEED CERTIFICATION

DBR will make a reasonable effort to achieve LEED certification where specified but cannot guarantee LEED Certification or actual performance of the building systems. LEED certification requires input and effort from client, contractor, architect and other sub-consultants that are not parties of this contract and over whom DBR has no control.

ENERGY MODELING

The estimate of cost and energy savings represents DBR's professional opinion. DBR does not guarantee the actual cost or savings as too many factors outside of DBR's control can modify the predicted cost and savings.

DISTRIBUTION OF DOCUMENTS

DBR makes no representation as to the compatibility of any CAD / Revit files with any hardware or software.

Since the information set forth on the CAD / Revit files can be modified unintentionally or otherwise, DBR reserves the right to remove all indicia of its ownership and / or involvement from each electronic display.

All information on the CAD / Revit files are considered instruments of service of DBR and shall not be used for other projects, or completion of this project by others. CAD / Revit files shall remain the property of DBR and in no case shall the transfer of these files be considered a transfer or a sale.

DBR makes no representation regarding the accuracy, completeness or permanence of CAD / Revit files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD / Revit files may not have been incorporated. In the event of a conflict between DBR's sealed contract drawings and CAD / Revit files, the sealed contract drawings shall govern. It is the Contractor / Proposer's responsibility to determine if any conflicts exist. The CAD / Revit files shall not be considered to be Contract Documents as defined by any project general conditions.

The use of CAD / Revit files prepared by DBR shall not in any way obviate the Contractor / Proposer's responsibility for the proper checking and coordination of dimensions, details, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

INDEMNITY

DBR shall indemnify and hold the CLIENT and the CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of DBR, its employees and its consultants in the performance of professional services under this Agreement.

CLIENT shall indemnify and hold DBR and the DBR's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CLIENT, its employees and its consultants in the performance of professional services under this Agreement, or any other agreement.

DBR shall not be responsible for the acts or omissions of the CLIENT, CLIENT's other consultants, any contractor, subcontractor, their agents or employees, or other persons performing work on any project covered by this Agreement.

NO THIRD-PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against DBR.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and

binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

DISPUTE RESOLUTION

Any entity, including any non-party relying on this agreement, claiming any claim, dispute, or other matter which arises out of or relates to this Agreement, shall provide 30-days' written notice as a condition precedent.

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent. If the parties fail to resolve the claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following:

The parties agree to enter into the following arbitration agreement below with the intention for this agreement to be a broad form agreement designed to encompass all possible disputes:

(1) Rules. The arbitration shall be conducted in accordance with the following arbitration rules (as then in effect) (the "Rules"): Rules of the American Arbitration Association in accordance with its Construction Industry Arbitration Rules.
(2) Number of Arbitrators. The arbitration shall be conducted by three arbitrators unless all parties to the dispute agree to a sole arbitrator within (30) days after filing of the arbitration. For greater certainty, for purposes of this section titled "Dispute Resolution", the filing of the arbitration mans the date on which the claimant's request for arbitration is received by the other parties to the dispute.
(3) Method of Appoint for Sole Arbitrator. If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the parties to the dispute. If the parties to the dispute fail to agree on the arbitrator within thirty (30) days after the filling of the arbitration, then AAA shall appoint the arbitrator.
(4) Method of Appointment for Two Parties. If the arbitration is to be conducted by three arbitrators and there are only two parties to the dispute then each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators has been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrator or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time, then AAA shall appoint the remainder of the three arbitrators not yet appointed.
(5) Method of Appointment for More than Two Parties. If the arbitration is to be conducted by three arbitrators and there are more than two parties to the dispute then within thirty (30) days of the filing of the arbitration, all claimants shall jointly appoint one arbitrator and all respondents shall jointly appoint one arbitrator, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators has been appointed by the parties to the dispute. If either all claimants or all respondents fail to make a joint appointment of an arbitrator or if the party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time, then AAA shall appoint the remainder of the three arbitrators not yet appointed.
(6) Consolidation. If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then all such proceedings may be consolidated into a single arbitral proceeding.
(7) Place of Arbitration. The place of arbitration shall be Houston, Texas.
(8) Entry of Judgment. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.
(9) Qualifications and Conduct of the Arbitrators. All arbitrators shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any *ex parte* communications with any of the parties to the dispute concerning the arbitration or the underlying dispute other than communications directly concerning the selection of the presiding arbitrator, where applicable.
(10) Costs and Attorneys' Fees. The arbitral tribunal is authorized to award costs and attorneys' fees and to allocate them between the parties to the dispute. The costs of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.
(11) Interest. The award shall include interest, as determined by the arbitral award, from the date of any default or other breach of this Agreement until the arbitral award is paid in full.
(12) Exemplary Damages. The parties waive their rights to claim or recover, and the arbitral tribunal shall not award, any punitive, consequential, multiple, or other exemplary damages (whether statutory or common law).
(13) Non-Appearance. The arbitration shall proceed in the absence of a party who, after due notice, fails to answer or appear. An award shall not be made solely on the default of a party, but the arbitrator(s) shall require the party who is present to submit such evidence as the arbitrator(s) may determine is reasonably required to make an award.


171
171
171
125'-3"
120'-3"
Brazoria County AgriLife
Extension Offices
Layers
Google

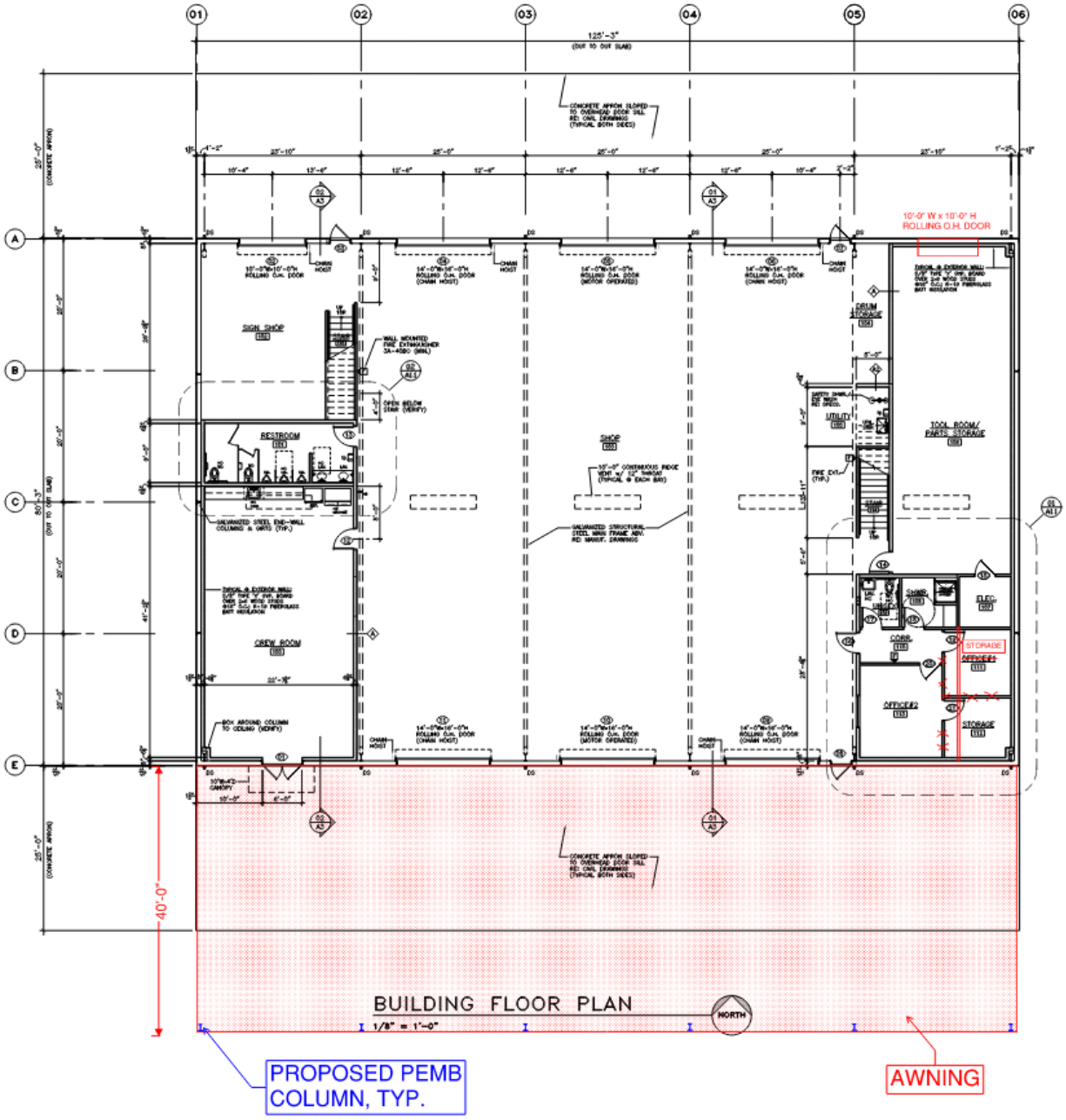

01
02
03
04
05
06
125'-3"
(OUT TO OUT SLAB)
CONCRETE APRON SLOPED TO OVERHEAD DOOR SILL PER CIVIL DRAWINGS (TYPICAL BOTH SIDES)
10'-0" W x 10'-0" H ROLLING O.H. DOOR
SIGN SHOP
RESTROOM
CREW ROOM
SHOP
DRUM STORAGE
UTILITY
TOOL ROOM/ PARTS STORAGE
STORAGE
OFFICE#2
40'-0"
BUILDING FLOOR PLAN
1/8" = 1'-0"
NORTH
PROPOSED PEMB COLUMN, TYP.
AWNING

EXHIBIT E

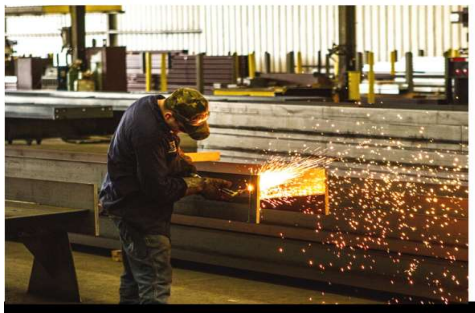
ALLIED STEEL BUILDINGS

Project: DavidMoore_Proj12540
Location: Angleton, TX
Contact: David Moore
Date: 09/12/25

WE PROVIDE STEEL STRUCTURES, BUT WHAT WE REALLY DELIVER IS PEACE OF MIND









DESIGN | ENGINEERING | PROCUREMENT | FABRICATION | MANAGEMENT | LOGISTICS | SUPPORT

Office Locations:
Florida, Texas, Panama, Spain, Chile

1.877.997.8335
alliedbuildings.com

This proposal includes the page numbers as shown including the Terms and Conditions, Pages TC-1 through TC-4

Summary

This Structure Includes:

- • Surface preparation of steel: SSPC-6

Design Deliverables

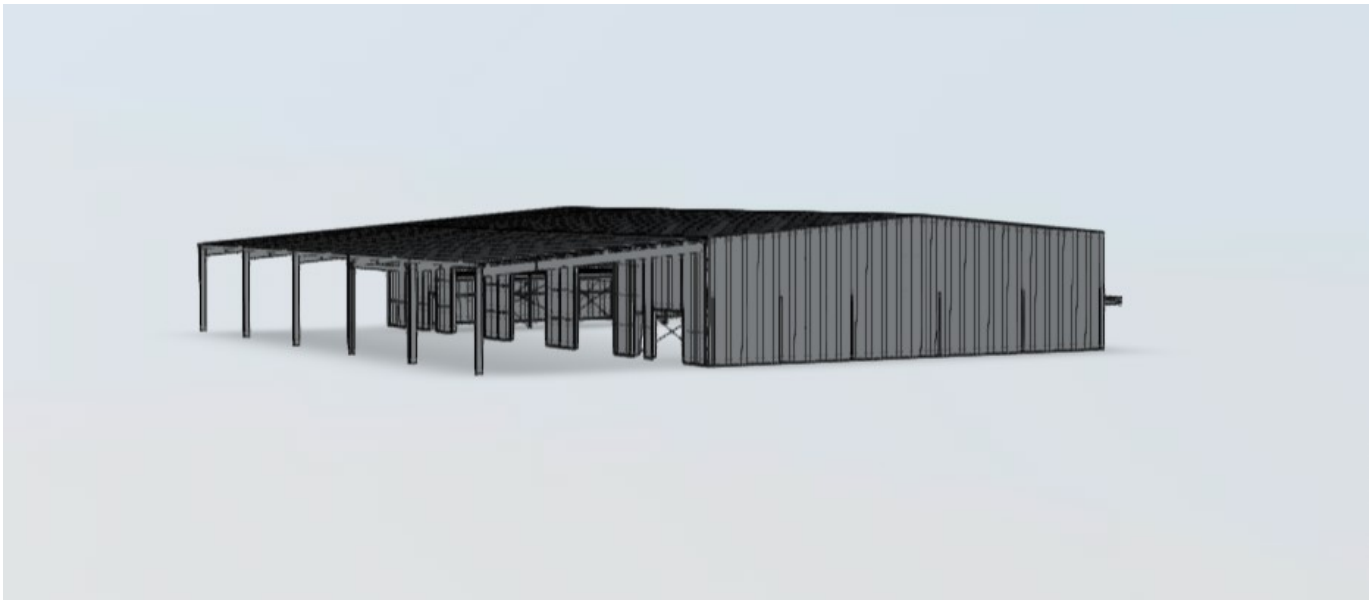


You will receive as standard provision:

- Full Set of Approval Drawings
    - Includes Anchor Setting Details & Reactions
    - Includes Standard Details
- Full Set of Permit Drawings (With Engineer Seal)
    - If Required by Local Municipality
    - If NOT Required, a Eng. Sealed Construction Set Will Be Provided.
- Full Set of Construction Drawings
- Complete Bill of Materials Upon Delivery

Allied will collaborate with your team for proper coordination and communication.

Scope drawings are delivered to you so that you can verify for us the overall concept of the project. They do not represent the agreed design of the project until they, or subsequent versions of them, are incorporated into the signed building purchase order.





Project Information

Account Manager CWilliams

TSS Rep

Client Information

Quote Number	
Client Contact	Concept Engineers
Mailing Address	
Physical Address	
	Anglton TX 77515
County	Brazoria
Attention	David Moore
Phone	832-253-8896
Fax	
Cell Phone	
Email	dmoore@conceptengrs.com

Drawings and Documentation

1	Sets of	Approval Drawings w/o Seal		
	Sent to		By	
1	Sets of	Engineered Sealed Permit Drawings		
	Sent to		By	
1	Sets of	Anchor Bolt Setting Plans		
	Sent to		By	
1	Sets of	For Construction Drawings		
	Sent to		By	
	Sets of			
	Sent to		By	

End User Information

Project Name	DavidMoore_80125 / Concept Engineers
MBMA User Code	
End User	
Mailing Address	

Shipping Information

Jobsite	
	Anglton TX 77515
County	Brazoria
Jobsite Phone	832-253-8896
Ship From	
Requested Date	
Freight Notes	

Support Documents

Type		Date	
Notes			
Type		Date	
Notes			
Type		Date	
Notes			
Type		Date	
Notes			
Type		Date	
Notes			
Type		Date	
Notes			

Building Description

Frame Type	Gable (Symmetrical)						
Width	80'-3"	Eave Height (FSW)	20'-0"	(High Side)	Roof Slope (FSW)	1.0:12	
Length	125'-3"	Eave Height (BSW)	20'-0"	(Low Side)	Roof Slope (BSW)	1.0:12	
Distance to Ridge (From BSW)	40'-1 8/16"						
Sidewall Bay Spacing (From LEW)	1 @ 25'-1 9/16", 3 @ 25'-0", 1 @ 25'-1 9/16"						
Left EW Bay Spacing (From BSW)	1 @ 20'-1 9/16", 2 @ 20'-0", 1 @ 20'-1 9/16"						
Right EW Bay Spacing (From FSW)	1 @ 20'-1 9/16", 2 @ 20'-0", 1 @ 20'-1 9/16"						
Left Endwall Expanable?		Right Endwall Expandable?					

Codes and Loads

Building Code	IBC_18		Building Shell	Enclosed		Occupancy	II - Normal	
Live Load	20.00	PSF	Tributary Reduction?	Yes		Collateral Load	3.00	PSF
Wind (3 sec gust)	145.00	MPH	Wind Importance Factor	1.00		Wind Exposure	C	
Ground Snow	0.00	PSF	Snow Importance Factor	1.00		Snow Exposure	1.00	
Roof Snow	0.00	PSF	(If Required By Local Jurisdiction)			Thermal Factor	1.00	
Seismic Site Class	d		Seismic Importance Factor	1.00		Ss (Short Period)	0.0622	
Rain Intensity	10.00	in/hr	Seismic Design Category	A		S1 (1 Sec Accel)	0.0352	

- ☐ Factory Mutual — FM Notes
- ☐ UL 90 Cert.
- ☐ Another Building within 20' of Proposed Building?

Special Wall Loads

Front Sidewall	6.00	Back Sidewall	6.00
Left Endwall	6.00	Right Endwall	6.00

Notes

Deflection Criteria

EW Col	EW Raft (Live)	Purlin (Live)	Wall Panel	Roof Pnl (Live)	Frame (Horz)	Frame (Seismic)	Bracing (Wind)
120	180	150	90	180	60	60	60
Wall Girt	**EW Raft (Wind)**	**Purlin (Wind)**	**Partial Wall**	**Roof Pnl (Wind)**	**Frame (Vert)**	**Frame (Crane)**	**Bracing (Seismic)**
90	180	150	0	120	180	100	60

Sidewall Information

Front SW Girt Type	Bypass	Front SW Base Elevation (If Not at Fin. Floor)	0.0000
Front SW Girt Size	By Design	Front SW Girt Spacing	By Design
Girt Attachment	Welded Clip		
Back SW Girt Type	Bypass	Back SW Base Elevation (If Not at Fin. Floor)	0.0000
Back SW Girt Size	By Design	Back SW Girt Spacing	By Design
Girt Attachment	Welded Clip		

Roof Information

Roof Purlin Type	Bypass	Roof Purlin Size	By Design
Purlin Brace Type			
Purlin Attachment	Welded Clip		

Bracing Information

Front SW Type	Wind Bent	Bays Braced (If Specified)	2	Tier Height (If Specified)	
Back SW Type	Wind Bent	Bays Braced (If Specified)	4	Tier Height (If Specified)	
Left EW Type	Rod	Bays Braced (If Specified)	2	Tier Height (If Specified)	
Right EW Type	Rod	Bays Braced (If Specified)	3	Tier Height (If Specified)	
Roof Type	Rod	Bays Braced (If Specified)	By Design	Tier Height (If Specified)	

Endwall Information				
Left EW Framing Type	Bearing	Left EW Inset	By Design	
Left EW Corner Type	By Design	Left EW Col. Type	By Design	
Left EW Girt Type	Bypass	Left EW Base Elevation	0.00	(If Not at Fin. Floor)
Left EW Girt Size	By Design	Left EW Rafter Type	By Design	
Left EW Girt Spacing	By Design			
Girt Attachment	Welded Clip			
Right EW Framing Type	Bearing	Right EW Inset	By Design	
Right EW Corner Type	By Design	Right EW Col. Type	By Design	
Right EW Girt Type	Bypass	Right EW Base Elevation	0.00	(If Not at Fin. Floor)
Right EW Girt Size	By Design	Right EW Rafter Type	By Design	
Right EW Girt Spacing	By Design			
Girt Attachment	Welded Clip			

Canopies							
Location	Back Sidewall	Type	By-Pass	Start Bay	1	End Bay	1
Projection	4'-0"	Height	9'-0"	Slope	1.0:12		
Start Extend	0'-0"	End Extend	0'-0"	Shape	Constant		
Soffit Panel	PBU	Panel Color	NC	Gutter?	Yes	Flat Bottom?	
Roof Panel		Roof Color		SSR Clip			

Rigid Frame Information

Frame Lines	2, 3, 4, 5						
Column Type	Tapered	Rafter Type	Tapered				
Hold Depth (Out to Out Column)	Not Applicable	Hold Depth (Out to Out Rafter)	By Design	Base Elev. (Front)	0.00	(Back)	0.00
Interior Column Type	Hot Rolled	Base Elev.	Not Applicable				
Distance(s) From BSW	Not Applicable						

Framed Opening Information								
Location	**Bay**	**Width**	**Height**	**Sill Height**	**Opening Type**	**Wrap**	**Offset**	**Option**
Front SW	1	3'-4"	7'-2"	0'-0"	Walk door w/o Wrap Trim	No	20'-0"	Remove Panel
Front SW	2	14'-0"	16'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	5'-6"	Remove Panel
Front SW	3	14'-0"	16'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	5'-6"	Remove Panel
Front SW	4	14'-0"	16'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	5'-6"	Remove Panel
Front SW	5	3'-4"	7'-2"	0'-0"	Walk door w/o Wrap Trim	No	1'-6"	Remove Panel
Front SW	5	10'-0"	8'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	7'-6 12/16"	Remove Panel
Back SW	1	6'-4"	7'-2"	0'-0"	Walk door w/o Wrap Trim	No	7'-6 12/16"	Remove Panel
Back SW	2	14'-0"	16'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	5'-6"	Remove Panel
Back SW	3	14'-0"	16'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	5'-6"	Remove Panel
Back SW	4	14'-0"	16'-0"	0'-0"	Overhead Door w/ Wrap Trim	Yes	5'-6"	Remove Panel
Back SW	5	3'-4"	7'-2"	0'-0"	Walk door w/o Wrap Trim	No	1'-9 8/16"	Remove Panel

Mezzanines Information

Floor Width	23'-10"	Floor Length	51'-3"	Floor Height	10'-6"	To	Top of Floor	
Distance From Left Endwall	0'-0"	Distance From Back Sidewall	29'-0"	Mezz Nbr.	1			

Floor Width	20'-0"	Floor Length	53'-0"	Floor Height	10'-6"	To	Top of Floor	
Distance From Left Endwall	105'-0"	Distance From Back Sidewall	0'-0"	Mezz Nbr.	2			

Floor Width	25'-0"	Floor Length	27'-3"	Floor Height	10'-6"	To	Top of Floor	
Distance From Left Endwall	100'-0"	Distance From Back Sidewall	53'-0"	Mezz Nbr.	3			

Covering and Colors Information

Finish Warranty

☐ Galvalume ☐ Silicone-Poly ☐ Kynar

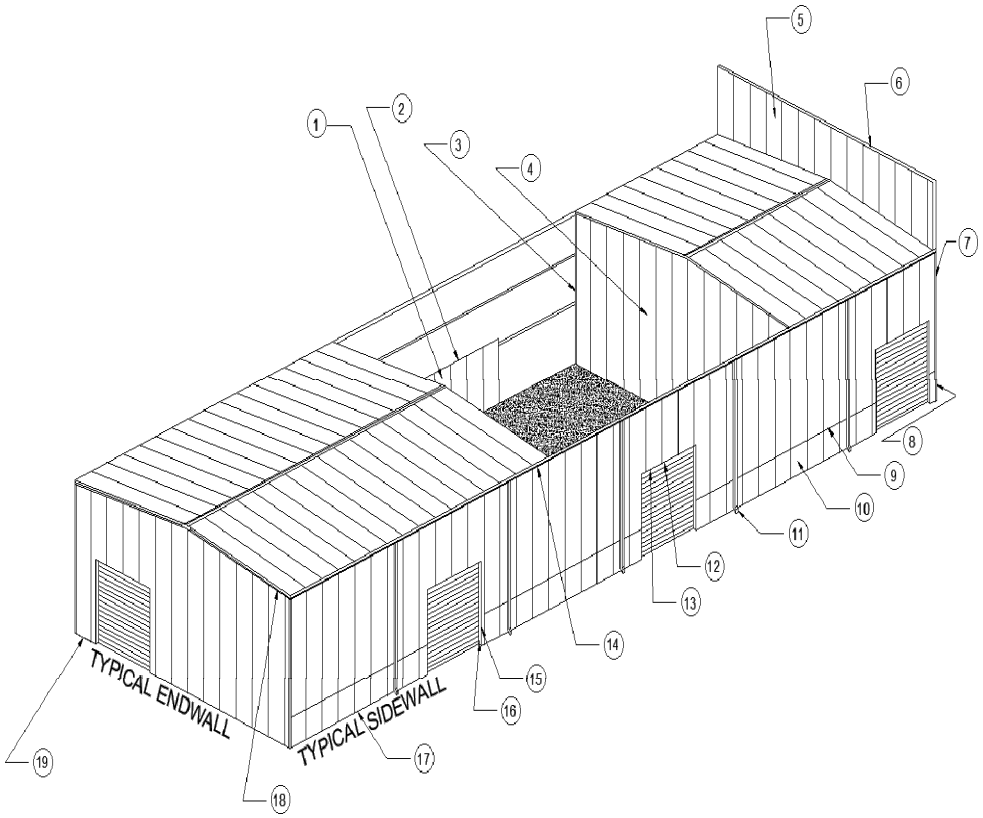
Roof Panels	24ga. PBR	Color	Need Kynar Color	Wall Panel	26ga. PBR	Color	Need Std. Color
Est. Sq. Ft.				Est. Sq. Ft.			
Fasteners	Long Life	Length	2in	Fasteners	Standard	Length	
Insulation Thk.	3'-0"	By	Allied	Insulation Thk.	3"	BY	Allied
Insulation Type				Insulation type			
Thermal Blocks		By					
Mastic	Standard						

Trim Gage	X	26ga.	☐	24ga.				Downspouts	Yes
Trim Style	Deluxe	Gutter Type	Standard	Gutter On FSW?	Yes	Qty. Front	6		
Eave Trim	Sculptured	Gutter Size	Standard	Gutter On BSW?	Yes	Qty. Back	6		

SSR Clip Type	Not Applicable	SSR Seam Type	Not Applicable				
Base Member	Angle	Base Trim	Yes	Notch?	No	Size	
Wall Closures	Yes	Base Closures	Yes				

Primary Coating	Grey Primer	Secondary Coating	Pre-Galvanized	Framed Openings	Pre-Galvanized

Trim Colors



1. Liner Panel: Not Applicable
2. Liner Trim: Not Applicable
3. Partition Trim: Not Applicable
4. Partition Wall: Not Applicable
5. Parapet Back Panel: Not Applicable
6. Parapet Cap Trim: Not Applicable
7. Bldg. Corner: Need Std. Color
8. Wainscot Corner: Not Applicable
9. Waincot Transition: Not Applicable
10. Wainscot Panel: Not Applicable
11. Downspout: Not Applicable
12. Header Trim: Need Std. Color
13. Header Cover: Need Std. Color
14. Eave/Gutter: Need Std. Color
15. Jamb Trim: Need Std. Color
16. Jamb Cover: Need Std. Color
17. Wainscot Base: Not Applicable
18. Gable/Rake: Need Std. Color
19. Bldg. Base: Need Std. Color

Building Description

Frame Type	Lean-to						
Width	40'-0"	Eave Height (FSW)	20'-0"	(High Side)	Roof Slope (FSW)		
Length	125'-3"	Eave Height (BSW)	16'-8"	(Low Side)	Roof Slope (BSW)	1.0:12	
Distance to Ridge (From BSW)	40'-0"						
Sidewall Bay Spacing (From LEW)	1 @ 25'-1 9/16", 3 @ 25'-0", 1 @ 25'-1 9/16"						
Left EW Bay Spacing (From BSW)	1 @ 40'-0"						
Right EW Bay Spacing (From FSW)	1 @ 40'-0"						
Left Endwall Expanable?	Right Endwall Expandable?						

Codes and Loads

Building Code	IBC_18		Building Shell	Enclosed		Occupancy	II - Normal	
Live Load	20.00	PSF	Tributary Reduction?	Yes		Collateral Load	3.00	PSF
Wind (3 sec gust)	145.00	MPH	Wind Importance Factor	1.00		Wind Exposure	C	
Ground Snow	0.00	PSF	Snow Importance Factor	1.00		Snow Exposure	1.00	
Roof Snow	0.00	PSF	(If Required By Local Jurisdiction)			Thermal Factor	1.00	
Seismic Site Class	d		Seismic Importance Factor	1.00		Ss (Short Period)	0.0622	
Rain Intensity	10.00	in/hr	Seismic Design Category	A		S1 (1 Sec Accel)	0.0352	

- ☐ Factory Mutual — FM Notes
- ☐ UL 90 Cert.
- ☐ Another Building within 20' of Proposed Building?

Special Wall Loads

Front Sidewall	3.00	Back Sidewall	3.00
Left Endwall	3.00	Right Endwall	3.00

Notes

Deflection Criteria

EW Col	EW Raft (Live)	Purlin (Live)	Wall Panel	Roof Pnl (Live)	Frame (Horz)	Frame (Seismic)	Bracing (Wind)
120	180	150	90	180	60	60	60
Wall Girt	**EW Raft (Wind)**	**Purlin (Wind)**	**Partial Wall**	**Roof Pnl (Wind)**	**Frame (Vert)**	**Frame (Crane)**	**Bracing (Seismic)**
90	180	150	0	120	180	100	60

Sidewall Information

Front SW Girt Type	Flush	Front SW Base Elevation (If Not at Fin. Floor)	0.0000
Front SW Girt Size	By Design	Front SW Girt Spacing	By Design
Girt Attachment	Welded Clip		
Back SW Girt Type	Flush	Back SW Base Elevation (If Not at Fin. Floor)	0.0000
Back SW Girt Size	By Design	Back SW Girt Spacing	By Design
Girt Attachment	Welded Clip		

Roof Information

Roof Purlin Type	Bypass	Roof Purlin Size	By Design
Purlin Brace Type			
Purlin Attachment	Welded Clip		

Bracing Information

Front SW Type	Wind Bent	Bays Braced (If Specified)	2	Tier Height (If Specified)	
Back SW Type	Wind Bent	Bays Braced (If Specified)	4	Tier Height (If Specified)	
Left EW Type	Rigid	Bays Braced (If Specified)	By Design	Tier Height (If Specified)	
Right EW Type	Rigid	Bays Braced (If Specified)	By Design	Tier Height (If Specified)	
Roof Type	Rod	Bays Braced (If Specified)	By Design	Tier Height (If Specified)	

Endwall Information				
Left EW Framing Type	Rigid	Left EW Inset	14.0000	
Left EW Corner Type	By Design	Left EW Col. Type	By Design	
Left EW Girt Type	Flush	Left EW Base Elevation	0.00	(If Not at Fin. Floor)
Left EW Girt Size	By Design	Left EW Rafter Type	By Design	
Left EW Girt Spacing	By Design			
Girt Attachment	Welded Clip			
Right EW Framing Type	Rigid	Right EW Inset	14.0000	
Right EW Corner Type	By Design	Right EW Col. Type	By Design	
Right EW Girt Type	Flush	Right EW Base Elevation	0.00	(If Not at Fin. Floor)
Right EW Girt Size	By Design	Right EW Rafter Type	By Design	
Right EW Girt Spacing	By Design			
Girt Attachment	Welded Clip			

Canopies

Rigid Frame Information

Frame Lines	1, 6						
Column Type	Tapered	Rafter Type	Tapered				
Hold Depth (Out to Out Column)	Not Applicable	Hold Depth (Out to Out Rafter)	By Design	Base Elev. (Front)	0.00	(Back)	0.00
Interior Column Type	Hot Rolled	Base Elev.	Not Applicable				
Distance(s) From BSW	Not Applicable						

Frame Lines	2, 3, 4, 5						
Column Type	Tapered	Rafter Type	Tapered				
Hold Depth (Out to Out Column)	Not Applicable	Hold Depth (Out to Out Rafter)	By Design	Base Elev. (Front)	0.00	(Back)	0.00
Interior Column Type	None	Base Elev.	Not Applicable				
Distance(s) From BSW	Not Applicable						

Covering and Colors Information

Finish Warranty

☐ Galvalume ☐ Silicone-Poly ☐ Kynar

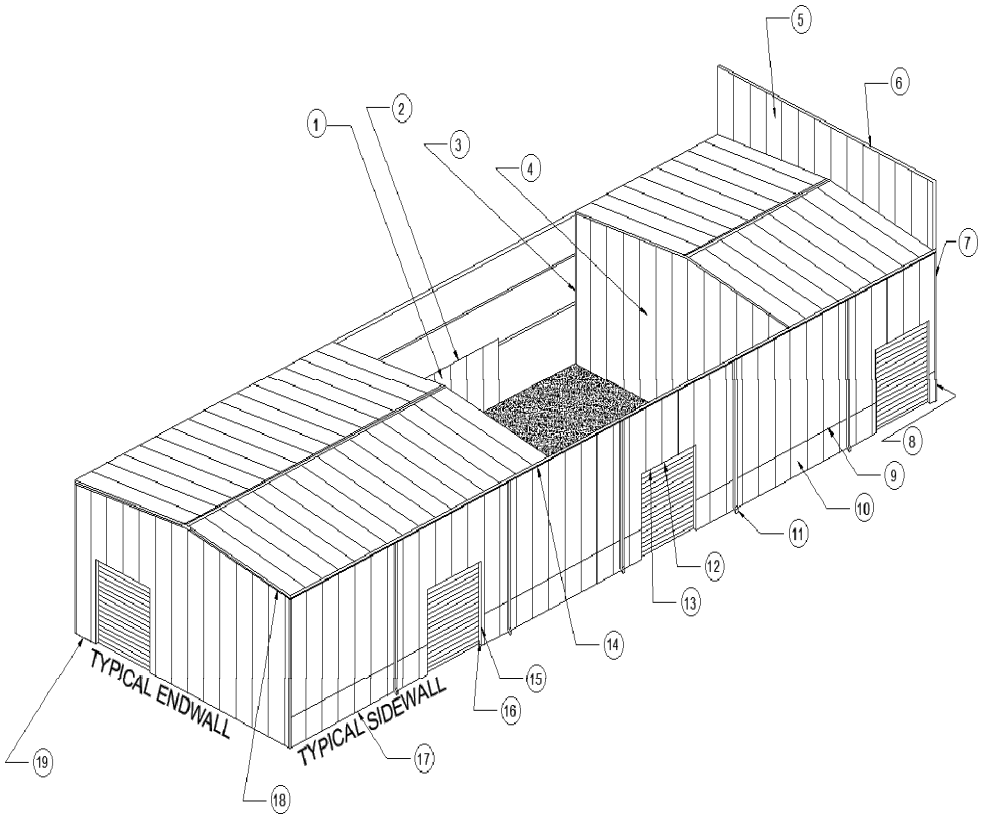
Roof Panels	24ga. PBR	Color	Need Kynar Color	Wall Panel	ga.	Color	
Est. Sq. Ft.				Est. Sq. Ft.			
Fasteners	Long Life	Length	2in	Fasteners	Standard	Length	
Insulation Thk.		By		Insulation Thk.		BY	
Insulation Type	None			Insulation type			
Thermal Blocks		By					
Mastic	Standard						

Trim Gage	☒ 26ga. ☐ 24ga.					Downspouts	Yes
Trim Style	Deluxe	Gutter Type	Standard	Gutter On FSW?	No	Qty. Front	0
Eave Trim	Sculptured	Gutter Size	Standard	Gutter On BSW?	Yes	Qty. Back	6

SSR Clip Type	Not Applicable	SSR Seam Type	Not Applicable			
Base Member		Base Trim	No	Notch?	No	Size
Wall Closures	Yes	Base Closures	Yes			

Primary Coating	Grey Primer	Secondary Coating	Pre-Galvanized	Framed Openings	Pre-Galvanized

Trim Colors



1. Liner Panel: Not Applicable
2. Liner Trim: Not Applicable
3. Partition Trim: Not Applicable
4. Partition Wall: Not Applicable
5. Parapet Back Panel: Not Applicable
6. Parapet Cap Trim: Not Applicable
7. Bldg. Corner: Need Std. Color
8. Wainscot Corner: Not Applicable
9. Waincot Transition: Not Applicable
10. Wainscot Panel: Not Applicable
11. Downspout: Not Applicable
12. Header Trim: Need Std. Color
13. Header Cover: Need Std. Color
14. Eave/Gutter: Need Std. Color
15. Jamb Trim: Need Std. Color
16. Jamb Cover: Need Std. Color
17. Wainscot Base: Not Applicable
18. Gable/Rake: Need Std. Color
19. Bldg. Base: Need Std. Color

Client Notes

STANDARD EXCLUSIONS:
Anchor bolts, foundation design, wainscots, insulation, doors, storefronts, overhead doors, hangar doors, windows, vents, louvers, roof curbs, fascias, parapets, seamer rental, partitions, ridge vents, cranes, crane rails, mezzanines, stairs, solar panels, solar panel connections, soffit panels, skylights, translucent light panels, liner panels, tax, installation, Foundation Design, and anything not specifically stated above.

SPECIFIC EXCLUSION NOTES:
Roll Up Doors
Windows
Ridgevents (Quote outstanding)

DEVIATIONS /DISCREPANCIES / CLARIFICATIONS:
Roof 24 Ga PBR Panels - SMP Color TBD
10'Wx10'H Framed Opening under the mezzanine will not fit 10x8 maybe to high also Plate height is 9'3"H

ASSUMPTION NOTES:
IBC 18 (must be verified by client with local building department)
Wind Speed 145 mph (must be verified by client with local building department)
Ground Snow Load 0 (must be verified by client with local building department)
Seismic A (must be verified by client with local building department)
Tributary Reduction OK (must be verified by client with local building department)

- Per table 12.12-1 of ASCE 7, there is no drift limit on the allowable seismic story drift for single-story structures with interior walls, partitions, ceilings, and exterior wall systems that have been designed to accommodate the story drifts. The drift reported is the maximum elastic displacement due to seismic loads, without Cd applied.

PANEL TYPES & WALL NOTES:
Roof 24 Ga PBR - SMP Color TBD
Walls 26 Ga PBR - SMP Color TBD

Proposal Pricing	
Design services and supply of structural materials as outlined above	$ 281,960.00
Freight: Estimated at today's fuel rates and availability, Subject to change at time of delivery. Plant Location:	$ Included
Tax- Any applicable taxes not set forth herein will be added to the invoice.	Not Included
Total	$ 281,960.00

Options		
Description	Cost	Initial Below Option
		Yes_____ / No_____
		Yes_____ / No_____
		Yes_____ / No_____
		Yes_____ / No_____

Payment Schedule Shall Be As Follows:

Payment Terms: 20% Design/Initial Deposit (Due at acceptance of proposal)
40% Fabrication Deposit (Due prior to releasing to fabrication)
40% Final Payment (Due at first loading of materials)

Please note:
Due to the current global steel supply chain environment, this proposal is valid for 5 business days. We have seen recent steel price increases and expect further increases in the future. Price increases will be communicated as needed as they may affect your project. Allied has always worked to mitigate impacts to your project and will continue to do so in the future.

*Your project manager will provide a tentative schedule outlining the milestones that must be met in order to meet this deadline. Please note, your local permit lead times may affect this schedule.

**Due to Allied's unique business model and ability to source materials from various locations, your structure may arrive in multiple shipments. Complete final payment is due upon loading of the first container as all materials will have been already sourced.

***The codes and building loads shown in this document are based on information provided to Allied or on readily available databases, and they are the basis for the price indicated above. Because local jurisdictions may have amendments that alter building codes and loads, you should verify the applicability of the above stated codes and loads.

****The drawings provided by the client have been used for reference and considered as closely as possible. The design and supply of the Allied Steel Building system is governed by the conditions outlined in this building order.

Proposal Acceptance

This proposal is approved and accepted by:

Purchaser	**Allied Steel Buildings, Inc.**
Signature _____	**Signature** _____
Printed Name **Date** _____	**Printed Name** **Date** _____

Your signature above and initials at the end of the following Terms & Conditions indicates your acknowledgment and acceptance of those terms and conditions.

TERMS & CONDITIONS FOR THE SALE OF BUILDINGS

ALLIED

Building Order of which these Terms and Conditions are a part will become a binding Contract upon its acceptance in writing by an authorized representative of Allied Steel Buildings, Inc. ("***Allied***"). After such acceptance, it may not be rescinded by either party without cause.

Payment time and terms of payment are of the essence. Charges for the goods and services contracted for purchase in the Building Order, as it may be (collectively, the "***Purchased Goods***"), are clearly indicated on the front of the Building Order or in a subsequent, written change order. Final payment will be made for the Purchased Goods by means of wire transfer or ACH no later than the time of loading the goods for shipment, unless otherwise set forth in the Building Order. Purchased Goods manufactured to order or with custom specifications may at Allied's sole discretion, require full or partial payment in advance of manufacture. If at any time Allied determines, based on reasonable assessment, that there is an issue with your credit, Allied may require payment for the Purchased Goods via wire transfer or ACH in advance before proceeding with manufacturing.

Terms regarding Purchased Goods

a. In some instances and at your request, Allied may submit drawings to you, to be approved by you, of the Purchased Goods. The approval drawings may consist of plans, elevations, cross sections, details and notes to describe the scope of materials and building components outlined in the Building Order. You may request additional sets of drawings which will be provided upon payment of postage, reproduction and handling fees. Within thirty (30) days, you must return a signed copy of the drawings indicating approval with or without modifications, otherwise the drawings will be automatically considered as approved. You may request additional time to approve by contacting Allied. Upon receipt by Allied of the approved drawings, Allied will proceed with the preparation of detailed shop drawings and the manufacture of the Purchased Goods. Note, however, that unless otherwise set forth in an executed Contract, Allied will only maintain the purchase price until the date specified in the Purchase Order, or, if no date is set forth in the Purchase Order, until the date agreed between you and Allied in subsequent correspondence, which shall be agreed and confirmed in writing no later than ten (10) Business days following the date of the Contract. Unless you have directed fabrication prior to that time, Allied may adjust the purchase price based on market conditions effective at that time and you will be deemed to agree to such adjustment. If you repudiate the contract, the provisions of the Section titled "Fees not considered Penalties" of these terms and conditions will apply.

b. You may request changes or upgrades. We will only be bound to comply with changes or upgrades outlined in a written Change Order signed by you, or your agent, and approved by Allied. The Change Order will describe the change and the modification to the Contract price.

c. Building size and all other dimensions are approximate and intended to identify standard sizes sold by Allied. Except when specifically indicated, all dimensions are exterior dimensions. No warranty or representation is given by Allied as to exact dimensions, as the same will vary depending upon concrete base and variations and are intended to identify generally gauge designations by steel producers. Your dimensions have been provided with this Contract. Alterations to those dimensions, unless made by Allied, may lead to increased costs and possible delays.

d. You are solely responsible to assure that soil and subsoil conditions at the site are of sufficient density to support and sustain the foundation, the building and any materials to be stored there.

e. With respect to projects located in Canada or the United States, Allied has designed this project such that all factory supplied doors, windows, light transmitting panels, etc. are designed to resist the design level wind loads as required per the International Building Code.

f. With respect to international projects, if the jobsite is located in a hurricane prone region, to maintain the enclosed classification and design for wind loads, all doors, windows and wall mounted light transmitting panels (LTP) provided by Allied shall be protected by impact resistant coverings. This material may include, but is not limited to, 7/16" structural wood panels as prescribed by the local building code. Your design professional, not Allied, is responsible for determining the adequacy of material acting as the impact resistant covering by others and attachment to the material provided by Allied. This structure has not been designed to withstand the additional internal pressure required by code as a partially enclosed condition in the absence of impact resistant coverings.

g. Allied will have no responsibility whatsoever for the erection of the structure or structures that are to be built with the Purchased Goods and Allied will not be liable to you for any loss or damage resulting from or in connection with the erection of the said structure or structures. You hereby release Allied from all claims, damages, expenses and liabilities of every kind and nature arising out of the erection of the subject structure or structures.

h. You or the erector of the building to be constructed must follow and comply with the specifications and instructions contained in the drawings supplied to you, including, but not limited to the Standard Product Drawings. You agree to indemnify and hold Allied harmless for any loss or damages, including attorney's fees, resulting from the failure to comply with the specifications and instructions contained in the drawings supplied to you.

i. Intellectual Property. If you furnish the design or require Allied to prepare a design for the Purchased Goods, then, following payment by you for what Allied has developed, you will own all intellectual property rights relating to such design. You hereby grant a free, irrevocable and unconditional license for the benefit of Allied (including any party affiliated with Allied) to freely use the images of the Purchased Goods, by any means; such license will survive the delivery of the Purchased Goods.

j. Rescission. In addition to any right or remedy that may be available in Law or equity, Allied will have the right to rescind this Contract, in whole or in part, with no responsibility and without the need to any judicial resolution if you fail to comply with or fulfill at any time any of the terms and conditions of this Contract, or if, in Allied's opinion, your credit or ability to perform this Contract become impaired.

Delivery Unless otherwise specified in the Building Order or a delay in delivery is caused by your action or inaction, Purchased Goods are shipped DAP per Incoterms 2025. Unless provided otherwise in the Building Order or a change order, Allied will arrange for shipment of the building to you *as your agent* and the cost of such shipment will be included in the price of the building.

a. Delivery dates indicated in the Contract are approximate and are based on prompt receipt of all necessary information regarding the Purchased Goods. Allied will make reasonable efforts to meet the indicated delivery date. UNDER NO CIRCUMSTANCES WILL ALLIED BE LIABLE TO YOU FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES ARISING FROM DELAYS IN DELIVERY OR IN PERFORMANCE (OR FAILURE TO MANUFACTURE OR DELIVER) ON THE INDICATED DELIVERY DATE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS. Allied will also not be liable for any delay or failure to deliver due to

causes beyond its control including, without limitation, acts of God; your acts; acts of civil or military authority; fires; strikes, or other labor disturbances; floods, epidemics; wars or acts of terrorism; demonstrations or riots; or delays or failure to deliver caused by Allied's inability to obtain the necessary labor, materials, components or manufacturing facilities.

b. You must receive and accept delivery within fourteen (14) days of notice that the Purchased Goods are ready for shipment. If you fail to accept timely delivery, Allied may, but will not be required to, treat this Contract as being materially breached, in which event Allied will have all available remedies. In the event you cause any delay, Allied will store the Purchased Goods without any liability. You will bear the risk of loss of such stored goods, and you will pay the unpaid portion of the Contract price, plus storage, insurance and handling charges and freight charges on or after the date on which the goods are tendered for delivery. Delays caused by you include, but are not limited to: (i) you, its agents or employees, notify Allied to place your order on "hold" until further notice; (ii) you delay approval of drawings for more than thirty (30) days after receipt of approval drawings; and (iii) you delay delivery of the building or parts thereof after fabrication is complete and ready to ship. If either (i) or (ii) occurs, Allied may then charge you whatever costs or damages Allied incurred by reason of the delay, including incidental and consequential damages. In the event (iii) occurs, the full price of the Purchased Goods will be immediately due. UNLESS YOU AUTHORIZE US TO PURCHASE THE MATERIALS REQUIRED FOR THIS PROJECT BY THE DATE SPECIFIED IN THE PURCHASE ORDER OR OTHERWISE AGREED IN WRITING AS SET FORTH ABOVE, THE PRICE OF THE BUILDING WILL AUTOMATICALLY BE DEEMED TO HAVE BEEN AMENDED TO INCLUDE A PRICE INCREASE AND YOUR OBLIGATION HEREUNDER WILL BE INCREASED TO REFLECT SUCH A PRICE INCREASE.

c. When the Purchased Goods are shipped DAP (Jobsite), per Incoterms 2025, you bear risk of loss during the period of shipment and unloading, including personal injury, or any other liability, is upon you. Allied will not be responsible for spotting, switching, drayage, demurrage or other transportation charges unless agreed to in writing prior to delivery. You agree to hold Allied harmless from any loss, costs, claims, suits, damages and attorney's fees arising from any alleged or real injury (including personal injury) to any person or property which arises after tender of delivery at the jobsite.

d. Confidentiality. At all times prior to, during, and after the Contract, you and Allied agree to (i) maintain the confidentiality of any information disclosed by either of us to the other, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than our respective employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract. We each agree to immediately notify the other of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this Contract.

Certain Disputes Any dispute about the quality, condition or workmanship of the goods or otherwise in connection with the terms of this Contract, will not entitle you to reject or revoke acceptance of the goods. In the case of any dispute, you will take delivery of the Purchased Goods, pay for the same by ACH or wire transfer, and make a claim under Allied's warranty. This remedy will be in lieu of all other remedies available to you.

Shortages and Defects Purchased Goods will be deemed fully accepted by you and all claims for damages or defects caused by shipment of the goods will be deemed waived unless the carrier receives written notice of any such defects at the time of delivery, in writing, on the bill of lading. All claims for shortages must be reported in writing within 30 days of the date of delivery. You must give written notice of all warranty claims within 30 days after you discover the defect or alleged defect. Such written notice will state with particularity each alleged defect and/or shortage claimed by you. Your exclusive remedy for any defects or shortages in goods will be limited to Allied replacing or repairing defective parts (including, at Allied's sole option determined in its discretion, dismantling or installing such parts). Allied will only be liable for repairs which it authorizes in writing prior to repair. Replacement of shortages and replacement parts will be DAP (the address you direct) per Incoterms 2025. Allied's liability for shortages and defects will not in any event include indirect, incidental, consequential, special or exemplary damages.

Fees not Considered Penalties

a. You and Allied intend to fully perform this Contract. Allied does not anticipate that you will fail to pay on a timely basis, and Allied does not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment set forth in this Section are intended to be a reasonable estimate of Allied's costs resulting from such late payments and non-payments. Additionally, if by your communication, lack of communication or other conduct, you effectively repudiate the Contract without cause, Allied must be compensated for its efforts prior to and as the consequence of such repudiation.

b. If Allied sends you an invoice and you fail to pay that invoice within thirty (30) days, you specifically agree that the amount of such invoice will bear interest equal to eighteen percent per annum.

c. In the event that you breach or, in Allied's reasonable judgment have effectively repudiated the Contract without cause, Allied will shall be entitled to recover its actual damages, including such things as order processing, engineering, detailing, purchase of material, fabrication and sales commissions and applicable incidental, consequential and lost profits damages, all calculated in accordance with current practices (for example and not by way of limitation).

Engineering Payment In addition to (and not in lieu of) other remedies available to Allied, upon breach or repudiation of this Contract by you, Allied may retain for its own account any engineering payment made by you, and such retention will not impair any other remedies available to Allied under this Contract at law or in equity.

Security Interest You hereby grant to Allied a security interest in the structure or structures that are contemplated with respect to the Purchased Goods to secure payment and performance of the obligations as set forth in this Contract. Default in payment or performance of any of the obligations is a default under this Contract. Upon such default, Allied may declare all obligations immediately due and payable and will have the remedies of a secured party as provided by law. You may be required to execute such financing statements or other instruments and perform such acts as Allied may request to establish and maintain a valid security interest in the structure or structures.

Indemnification You and Allied (each as an "***Indemnitor***") agree to indemnify, defend and hold the other (as an "***Indemnitee***") harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Indemnitee as a result of any actual or threatened claim, action, investigation, proceeding or suit arising out of the acts or omissions of the Indemnitor.

Warranty For a period of one (1) year from the date of original shipment, Allied warrants that its products are free from defects in materials and workmanship. Allied's warranty does not cover defects or damage caused by acts of God (including excessive wind loads or excessive snow loads), falling objects, accidents, saltwater atmosphere, corrosive chemicals, fumes, ash, animal waste, or acts of you, including, but not limited to failure to maintain the building. This warranty is given in place of all other warranties expressed or implied. ALLIED GIVES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. Overhead doors are warranted solely by the manufacturer and Allied offers no additional warranty. Roof and wall panels should remain free of any foreign

substances and should be cleaned on a regular basis to prevent staining or discoloration of panel finishes. You are obligated to properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice.

Compliance with Laws You are responsible for determining and complying with applicable laws, rules and regulations (including, but not limited to zoning, building codes and permit requirements) where the building is to be erected. Allied buildings are not designed for and shall not be used for residential purposes. Allied will not be liable for any damages or losses, whether direct or indirect, caused by your failure to satisfy the requirements of this Section.

Taxes and Duties You will be liable for all applicable sales taxes and duties owed with respect to the Purchased Goods. If Allied must pay any amount to governmental authorities for which you are liable, you will promptly pay such amount to Allied upon demand regardless of whether this Contract is considered to be in interstate, intrastate, or international commerce.

Promotions You agree that Allied may place signs identifying it as the seller of the building during construction and, following completion of construction, Allied may use the project name, size, intended use and location in its general marketing and advertising materials. You hereby grant a free, irrevocable and unconditional license to and for the benefit of Allied (including any party affiliated with Allied) to use (i.e., to copy, transmit, distribute, and display) images of the Purchased Goods, by any means. This license will survive the delivery of the Purchased Goods.

Entire Agreement; Amendment No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions of these terms will be binding upon Allied unless consented to expressly in writing by an authorized representative of Allied. You have not relied on any statements or representations of any party (including without limitation any of Allied's sales representatives) that alters, adds to or differs from these terms or conditions and no such statement or representation will be recognized or be binding upon Allied. All provisions of your purchase order or other documents that add to or differ from these terms and conditions are EXPRESSLY REJECTED. The failure of Allied to exercise any rights under this Contract, upon the default by you or otherwise, will not be a waiver of Allied's subsequent ability to exercise that right. If any provision contained in this Contract (or application thereof to any person or circumstance) shall to any extent be held void or invalid by a court of competent jurisdiction, the remainder of this Contract (or the application of such provision to persons or circumstances other than those as to which it is held or invalid) will not be affected thereby, and each provision of this Contract will be valid and enforced to the fullest extent permitted by law.

Assignment Neither this Contract, nor your rights or obligations hereunder, are assignable by you without the prior written consent of the Allied. No such consent or assignment will release you or change your liability to perform all of your obligations under this Contract. Any attempted assignment without the prior written consent of Allied will be null and void.

Applicable Law; Venue This Contract (and the performance thereof) shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply. You and Allied expressly agree that if a court of competent jurisdiction deems any of the language contained herein to be vague or ambiguous, such language will not be presumptively construed against either party but will be construed so to give effect to the true intentions of the parties. This Contract has been executed in Broward County, Florida. You irrevocably consent to the exclusive jurisdiction of the courts of Broward County, Florida for the purpose of enforcing this Contract.

Counterparts; Integration; Effectiveness. This Contract, and any amendments, change orders, consents or supplements hereto and thereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Contract, as same may be amended or supplemented, constitutes the entire contract between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Contract by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Contract.

Language Under certain circumstances, you may have referred to translated versions of these Terms and Conditions, including the Spanish translation available on Allied's website. In the event of any actual inconsistency or apparent contradiction, the English version of these Terms and Conditions will control. Les parties aux présentes ont expressément convenu que ce contrat de même que tous les documents s'y rattachant soient rédigés en anglais seulement.

T/C's Updated: 1/8/2025
Code Updated: 3/5/2025

Initials : _____

New proposed steel structure located on County Road 171, Angleton, Brazoria County, Texas

Proposed Preliminary Timeline:

Phase	Task / Deliverable	Responsible Party	Duration	Estimated Completion
Authorization & Kickoff	Execution of contract, project kickoff meeting	Brazoria County & Concept Engineers	1 week	Week 1
Survey & SUE	Boundary & topo survey, utility mapping (Exhibit B – Weisser)	Weisser Engineering & Surveying	3 weeks	Week 4
Geotechnical	Borings, lab testing, geotechnical report (Exhibit C – B2Z)	B2Z Engineering	4 weeks (after site access)	Week 8
Architectural Design	Schematic design, construction documents (Exhibit A – Draft House)	Draft House Design Studio	SD-4 weeks CD-8 weeks (parallel)	Week 13
Structural Design	Foundation, framing analysis, drawings	Concept Engineers, Inc.	4 weeks	Week 17
Civil Design	Grading, drainage, paving, utilities, SWPPP	Concept Engineers, Inc.	4 weeks (parallel)	Week 17
MEP Design	HVAC, electrical, plumbing, fire protection (Exhibit D – DBR)	DBR Engineering Consultants	3 weeks (parallel)	Week 16
QA/QC & Consolidation	Coordination between Architectural, Structural, Civil, MEP	Concept Engineers (Prime)	2 weeks	Week 19
Permit Submittal	Submit for county/municipal permit review	Concept Engineers & Team	TBD	
Bid & Procurement	Issue drawings, contractor selection, award	Brazoria County	TBD	
Construction	Foundations, erection of PEMB, MEP, site works	Contractor (with CA by Concept)	TBD	
Closeout	Punchlist, final inspections	Contractor & Concept Engineers	TBD	

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

Concept Engineers, Inc.

a Texas company

By: _____

Name: Priya Sharma, ENV SP

Title: President

Date: 10/16/2025

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **10/28/2025**

Use of GoMESA Funds for Quintana Beach County Park Repair Proposal

Request to approve the use of GoMESA funds to purchase equipment for a critical pump controller replacement at Quintana Beach County Park in the amount of $2,130.00 to Felder Water Well & Pump Services LLC per the attached proposal.

Further, the project was not originally approved in the Parks Department approved Fiscal Year 2026 budget.

Felder Water Well & Pump Services LLC

P. O. Box 1033
Angleton, TX 77516-1033
979-849-5144

Estimate

Date	Estimate #
10/10/2025	2324

Name / Address
Brazoria County Parks Department 313 W Mulberry Angleton, TX 77515

Project

Description	Qty	Cost	Total
Estimate to install outdoor electrical box for Brazoria County Parks Department.			
304 Stainless Steel Electrical Box 20"x16"x8" Indoor/Outdoor Electrical Enclosure Box 10" Hx16" Wx8" D	1	300.00	300.00
1.5 HP Franklin Control Box 230V	1	250.00	250.00
Miscellaneous Electrical Fittings	1	200.00	200.00
Service call to install items listed above for Brazoria County Parks Department. Inspect and pressurize system. System tested, balanced and confirm to be operating properly. Hours include travel time.	6	225.00	1,350.00
Mobilization/Fuel Surcharge	1	30.00	30.00
Estimate includes up to 6hrs of labor. Any additional time needed to complete service will be charged at $225/hr.			

If you would like us to proceed, please provide us with a Purchase Order. Thank you

Total $2,130.00

Customer Signature _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **10/28/2025**

Advertise Request for Proposals for Asbestos Consultation Services

Approval to advertise Request for Proposal for “Brazoria County Facilities Asbestos Consultation Services” which has been determined by the Purchasing Agent to be the procurement method that is in the best interest of the County.

In addition, such expenditure will be funded by the Facilities Management’s approved FY2026 budget.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

William Lassiter, Facilities Management
Gerald Hendrick, Facilities Management
Chad Davenport, Parks Department
Chad Jones, Sheriff’s Office
Curtis Fitzgerald, Safety Coordinator
Ryan Erickson, District Attorney’s Office (non-voting member)
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **10/28/2025**

Settlement of Claims and Disputes in Pending Claim

The Court authorizes payment of the sum of Seventy-Nine Thousand Four Hundred Dollars and No Cents ($79,400.00) to AT&T Services, Inc. to fully resolve all property damage claims and disputes in arising from an incident which occurred on February 12, 2024 at the intersection of 288-B and CR 45 in Brazoria County, Texas.

This authorization shall be contingent upon AT&T Services, Inc. releasing, acquitting and discharging Brazoria County from all claims, demands, and charges arising from property damage arising from the incident made the basis of the claims.

On behalf of Brazoria County, the County Judge is authorized to sign any and all documents necessary to carry out this order.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **10/28/2025**

Discuss Pending Litigation - 3:25-cv-00331; Renea Milton, et al., v. J. Allen & Associates, et al.